

STATE OF MICHIGAN  
 COUNTY OF EATON ROLL CALL AND VOTES IN BOARD OF COMMISSIONER'S  
December 16 SESSION A.D. 2009

ROLL CALL

			ON MOTION TO Amendment to Rd Comm Resol		ON MOTION TO Road Comm Salary + benefits Resol		ON MOTION TO	
A.M.	P.M.	COMMISSIONERS	AYE	NAY	AYE	NAY	AYE	NAY
	✓	MICHAEL HOSEY		✓	✓			
	✓	BLAKE MULDER	✓			✓		
	✓	THERESA ABED		✓	✓			
	✓	CAROL STRACHAN		✓	✓			
	✓	JEANNE PEARL-WRIGHT	✓		✓			
	✓	LEO A FARHAT JR	✓		✓			
	Arrived after roll call	✓ GLENN H. FREEMAN III		✓	✓			
	✓	JOHN FORELL	✓			✓		
	✓	LINDA KEEFE		✓	✓			
		ART LUNA						
	✓	L. DARYL BAKER	✓			✓		
	✓	DALE BARR	✓			✓		
		DENISE J. CLARKE						
	✓	ROGER HARRIS		✓	✓			
	✓	JOSEPH C. BREHLER		✓	✓			
			6	7	9	4		

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 16, 2009

The Eaton County Board of Commissioners met in regular session at the County Facilities, in the City of Charlotte, Wednesday, December 16, 2009.

Chairman Brehler called the meeting to order at 7:00 PM.

The Pledge of Allegiance to the Flag was given by all.

Commissioner Baker gave the invocation.

Roll call. Commissioners present; Mike Hosey, Blake Mulder, Theresa Abed, Carol Strachan, Jeanne Pearl-Wright, Leo Farhat, John Forell, Linda Keefe, Daryl Baker, Dale Barr, Roger Harris, Joseph Brehler. Commissioners absent; Art Luna, Denise Clarke. Commissioners arriving after roll call; Glenn Freeman.

Commissioner Harris requested a motion be added under New Business.

Commissioner Farhat moved the agenda be approved as amended. Seconded by Commissioner Barr. Carried.

Commissioner Baker moved the minutes of November 18, 2009 be approved as presented. Seconded by Commissioner Hosey. Carried.

Communications.

1/Copy of a letter to Linda Appling informing her of her re-appointment to the Department of Human Services Board.

Public Comment.

Larry Cartwright, 1301 E. Clinton Trail, offered an amendment to the Animal Control Ordinance by removing the Animal Shelter from the control of the Sheriff's Department to another department. Animal Control would be handled by the Sheriff's Department. A handout was distributed. (Copy on file)

Doug Kosinski, 7305 Glen Terra Dr., Delta Township, distributed additional information regarding the Delta Township, Michigan Avenue extension project and spoke against the extension. (Copy on file)

Commissioner Freeman arrived.

Mr. Kosinski requested the Board reconsider their involvement and encourage the Road Commission and Delta Township to sit down with concerned citizens to discuss the extension project.

William Walter, 1506 S. Canal Rd., Delta Township, spoke against the medical benefits received by members of the Road Commission.

Commissioner Pearl-Wright moved the approval of the following appointments:

- Kay Randolph-Back to Community Mental Health Board for a 3 year term, expiring December 31, 2012.

- John Greenslit to Tri-County Aging Advisory Council for a 3 year term, expiring December 31, 2012.

Seconded by Commissioner Mulder. Carried.

Commissioner Abed reported Citizens University will be offered again and is scheduled for April 27<sup>th</sup>, May 4<sup>th</sup> and May 11<sup>th</sup>. Anyone 16 and over is welcome to attend.

Commissioner Baker moved the approval of the following appointments:

- Michael Maynard and Mark Stahl to the Zoning Board of Appeals for 3 year terms, expiring December 31, 2012.
- Larry Emery and Alvin Whitfield to the Parks and Recreation Commission for 3 year terms, expiring December 31, 2012.
- Sheryl Smith, Barbara Rogers and Ronald Hunt to the Purchase of Development Rights Selection Committee for 2 year terms, expiring December 31, 2011.
- Robert Sepeter to the Brownfield Redevelopment Authority for a 3 year term, expiring December 31, 2012.
- Michael Maynard to the Construction Code Board of Appeals for a 3 year term, expiring December 31, 2012.
- Christopher Tennes to the Planning Commission for a 3 year term, expiring December 31, 2012.
- Michelle Stahl to fill the remainder of a 3 year term on the Planning Commission, expiring December 31, 2010.
- Eric Pessell, David Sheedy, Chad Crandell, Tim Lucas, Brian Ross, William Lefevere, Denise Parisian, Joseph Brehler and Art Luna to the Solid Waste Review Committee for 2 year terms, expiring December 31, 2011.

Seconded by Commissioner Barr. Carried.

Commissioner Baker moved the approval of Resolution #09-12-127, Approving Redemption of all of the Callable Outstanding County of Eaton, Michigan, Eaton Rapids Water Supply System Bonds Prior to Maturity. Seconded by Commissioner Harris. Carried.

Commissioner Baker moved the approval of Resolution #09-12-128, Approving the Reaffirmation and Amendment of Right of Way Easement Agreement with Wolverine Power Supply Cooperative, Inc. Seconded by Commissioner Forell. Carried.

Commissioner Baker moved the approval of Resolution #09-12-129, To Approve Adjustments to the Schedule of Fees for the Drain Commissioner's Office. Seconded by Commissioner Keefe. Carried.

Commissioner Keefe moved the approval of Resolution #09-12-130, To Approve an Application for a Farmland and Open Space Developmental Rights Agreement (PA 116) for Ronald Spitzley, Roxand Township. Seconded by Commissioner Forell. Carried.

Commissioner Keefe moved the approval of Resolution #09-12-131, To Approve an Application for a Farmland and Open Space Developmental Rights Agreement (PA 116) for Harold L. and Dixie K. Arndt, Chester Township. Seconded by Commissioner Hosey. Carried.

Commissioner Freeman moved the approval of Document #09-12-132, To Approve 2010 Personnel Policy Amendments. Seconded by Commissioner Barr. Carried.

Commissioner Keefe moved the approval of Resolution #09-12-133, To Approve Eaton County Credit Card Policy. Seconded by Commissioner Freeman. Carried.

Commissioner Keefe moved the approval of Resolution #09-12-134, To Authorize the Sheriff's Department to Participate in a Regional Homeland Security Grant Application from March 30, 2010 to March 30, 2011. The Eaton County allocation is \$138,173.52. Seconded by Commissioner Freeman. Carried.

Commissioner Keefe moved the approval of Resolution #09-12-135, To Approve Hazardous Material Emergency Preparedness Grant Application. Seconded by Commissioner Harris. Carried.

Commissioner Keefe moved the approval of Resolution #09-12-136, To Approve Inter-Local Agreement for Special Police Services between Oneida Township and the Eaton County Sheriff's Office from January 1, 2010 - December 31, 2010. Seconded by Commissioner Mulder. Carried.

Commissioner Keefe moved the approval of Resolution #09-12-137, To Approve Interim Agreement for the Operation of the Juvenile Facility under the direction of the Family Division of the Circuit Court. The agreement would expire December 31, 2010. Seconded by Commissioner Baker. Carried.

Commissioner Keefe moved the approval of the following appointments:

- Deborah Malewski and (Carol) Patricia Tirrell to the Historical Commission for 3 year terms, expiring December 31, 2012.
- Michael Maynard to the Building Authority for a 3 year term, expiring December 31, 2012.

Seconded by Commissioner Forell. Carried.

Commissioner Keefe moved the approval of Resolution #09-12-138, To Approve 2009/2010 General Fund Budget Amendments. Seconded by Commissioner Hosey. Carried.

Commissioner Keefe moved the approval of Resolution #09-12-139, To Approve 2009/2010 Special Revenue Fund Budget Amendments. Seconded by Commissioner Forell. Carried.

Commissioner Keefe moved the approval of claims as audited by the Ways and Means Committee in the amount of \$222,844.01 and to accept the report of previously authorized payments. Seconded by Commissioner Forell. Carried.

#### Public Comment.

Larry Cartwright spoke about a cat he rescued from the County Animal Shelter that had ear mites. He questioned the services of the contractual veterinarian.

Pat Barnstead, 201 Lundy, Eaton Rapids spoke against the health care benefits received by the Road Commissioners.

Commissioner Comment. Commissioner Pearl-Wright informed Board members that United Way forms are located in their mail boxes and encouraged members to look at them.

There was no Unfinished Business or Old Business.

New Business. Commissioner Harris moved the approval of Resolution #09-12-140, Regarding the Salary and Benefits of Road Commissioners. Seconded by Commissioner Pearl-Wright.

There was discussion both for and against the resolution.

Commissioner Forell moved to amend the resolution in the 4<sup>th</sup> paragraph to read as follows: "NOW THEREFORE BE IT RESOLVED, that current road commissioner's presently receiving health insurance through the Road Commission will remain eligible to continue their health benefits until December 31, 2010."

Seconded by Commissioner Mulder. Roll Call Vote. Ayes; Mulder, Pearl-Wright, Farhat, Forell, Baker, Barr. Nays; Hosey, Abed, Strachan, Freeman, Keefe, Harris, Brehler. Absent; Luna, Clarke. Motion defeated.

Roll Call Vote on the original resolution. Ayes; Hosey, Abed, Strachan, Pearl-Wright, Farhat, Freeman, Keefe, Harris, Brehler. Nays; Mulder, Forell, Baker, Barr. Absent; Luna, Clarke. Carried.

Meeting adjourned to Monday, January 4, 2010 at 7:00 PM.

Joseph C. Brehler /MEF  
Chairman of the Board of Commissioners

M. Frances Fuller  
Clerk of the Board of Commissioners

COUNTY OF EATON  
BOARD OF COMMISSIONERS

At a regular meeting of the Board of Commissioners of the County of Eaton, Michigan (the "County"), held in Charlotte, Michigan on December 16, 2009 at 7:00 p.m., Eastern Standard Savings Time, there were

PRESENT: Commissioners Hosey, Mulder, Abed, Strachan, Pearl-Wright, Farhat,  
Freeman, Forell, Keefe, Baker, Barr, Harris, Brehler.

ABSENT: Luna, Clarke

The following preamble and resolution were offered by Commissioner Baker and supported by Commissioner Harris.

RESOLUTION APPROVING REDEMPTION OF  
ALL OF THE CALLABLE OUTSTANDING  
COUNTY OF EATON, MICHIGAN  
EATON RAPIDS WATER SUPPLY SYSTEM BONDS  
PRIOR TO MATURITY

WHEREAS, the City of Eaton Rapids, Michigan (the "City") in the past requested that the County, acting through its Board of Public Works, pursuant to Act No. 185 of the Michigan Public Acts of 1957, as amended, construct Water Supply System improvements to service the City and that the County thereafter issued its County of Eaton, Michigan, Eaton Rapids Water Supply System Bonds (the "Bonds"), dated December 30, 1991 in the amount of \$1,475,000 for that purpose; and

WHEREAS, the City has requested and the Board of Public Works of the County has confirmed the request of the City that the County use moneys on deposit with the County, as well as, funds available to the City which shall be paid to the County to redeem all of the outstanding Bonds in the face amount of \$130,000; and

WHEREAS, the bonds to be called with maturities and interest rates, as of the date hereof, are set forth in *EXHIBIT A* (such bonds referred to as the "Bonds to be Redeemed"); and

WHEREAS, it is the determination and judgment of the Board of Commissioners of the County that the Bonds to be Redeemed should be called to secure for the City the anticipated interest savings and thereby benefit the taxpayers of the County;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF EATON, MICHIGAN, as follows:

1. The Board of Public Works of the County is authorized to fix the date of redemption of the Bonds as shown on *EXHIBIT A*, and to cause a notice of such redemption, as set forth in a form of Notice of Redemption attached hereto as *EXHIBIT B*, to be published in appropriate publications.

2. The Chairman of the Board of Public Works, the County Clerk or the County Treasurer are individually or severally authorized to act on behalf of the County in carrying out the redemption of said Bonds.

3. All resolutions and parts of resolutions, insofar as the same may be in conflict herewith, are hereby rescinded.

YES: Hosey, Mulder, Abed, Strachan, Pearl-Wright, Farhat, Freeman,

Forell, Keefe, Baker, Barr, Harris, Brehler.

NO: None

ABSENT: Luna, Clarke

ABSTAIN: None

The resolution was declared adopted.

Carried.

EXHIBIT A

DEBT SERVICE SCHEDULE OF OUTSTANDING BONDS TO BE REDEEMED  
Redemption Date: March 1, 2010

<u>YEAR</u>	<u>PRINCIPAL DUE SEPT. 1</u>	<u>ANNUAL RATE</u>	<u>PREMIUM (0.0%)</u>	<u>TOTAL</u>
2011	130,000	6.50%	00	130,000
TOTAL	\$130,000		\$00	\$130,000*

\* In addition, on March 1, 2010 the 2010 principal payment is due in the amount of \$120,000 as well as an interest payment in the amount of \$8,125.00.

Prior Redemption: Bonds maturing prior to September 1, 1999, shall not be subject to redemption prior to maturity. Bonds maturing on and after September 1, 1999, shall be subject to redemption in whole or in part on any interest payment date on and after September 1, 1998, and in any order, at the option of the County, at par, plus accrued interest, plus a premium, if any, stated as a percentage of face amount, as follows:

If redeemed on or after September 1, 1998, but prior to September 1, 2002: 2%;

If redeemed on or after September 1, 2002, but before September 1, 2007: 1%; or

Bonds redeemed on or after September 1, 2007 shall be subject to redemption at par.

**EXHIBIT B**

**\$1,475,000  
COUNTY OF EATON, MICHIGAN  
EATON RAPIDS WATER SUPPLY SYSTEM BONDS**

**Dated as of December 30, 1991**

**DUE SEPTEMBER 1, 2011**

NOTICE IS HEREBY GIVEN that the County of Eaton, State of Michigan has called for redemption, on March 1, 2010, (the "Redemption Date"), all of the callable outstanding Eaton Rapids Water Supply System Bonds (the "Bonds"), pursuant to the redemption provisions contained in the Bonds, bearing the original issue date of December 30, 1991, maturing in the principal amounts, on the dates, bearing interest at the rates, with the "CUSIP" numbers, as follows:

<b><u>Principal</u></b>	<b><u>Rate</u></b>	<b><u>CUSIPS*</u></b>	<b><u>Due</u></b>
\$ 130,000	6.50%	278065KM8	September 1, 2011

Said Bonds will be redeemed at 100% of the par value thereof.

Said Bonds should be surrendered for redemption to The Bank of New York Mellon Trust Company, Detroit, Michigan, as paying agent, for payment as of March 1, 2010, after which date all interest on said Bonds shall cease to accrue, whether said Bonds are presented for payment or not.

Bonds may be surrendered for payment as indicated below. The method of delivery is at the option of the holder, but if by mail, registered mail is suggested.

If by U.S Mail and Otherwise:

The Bank of New York Mellon Trust Company  
Global Corporate Trust  
719 Griswold Street  
Suite 930 - Dime Building  
Detroit, MI 48226

Under the provisions of the Interest and Dividend Tax Compliance Act of 1983 and the Comprehensive National Energy Policy Act of 1992, paying agents making payments of principal on municipal securities may be obligated to withhold a 31% tax from remittances to individuals who have failed to furnish the paying agent with a certified and valid Taxpayer Identification Number on a fully completed Form W-9. Holders of the above described Bonds, who wish to avoid the application of these provisions, should submit certified Taxpayer Identification Numbers on I.R.S. Form W-9 when presenting their securities for redemption.

**COUNTY OF EATON**  
William Conarton, Jr., County Treasurer

\* No representation is made as to the correctness of the CUSIP numbers either as printed on the Bonds or as contained herein and reliance may be placed only on the identification numbers.

COUNTY CLERK'S CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the County of Eaton, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County at a regular meeting held on Dec. 16, \_\_\_\_\_, 2009, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records of the proceedings of the Board of Commissioners of the County in my office; (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as thereby required.

M. Frances Fuller  
EATON, County Clerk

[SEAL]

Dmh/RD-EAT29(3-1-10)

Commissioner Baker moved the approval of the following resolution.  
Seconded by Commissioner Forell.

#### REAFFIRMATION AND AMENDMENT OF RIGHT OF WAY EASEMENT AGREEMENT

Whereas, Wolverine Power Supply Cooperative, Inc., a Michigan non-profit corporation, with offices at 10125 West Watergate Road, Cadillac, Michigan 49601 ("Wolverine"), is the present owner of right of way and easement ("Easement") upon, over and across the Southeast Quarter SE/4 of Section 35, Township 3 North, Range 5 West, Chester Township, Eaton County, Michigan, granted by a certain instrument dated January 10, 1951, which Eaton County, a Municipal Corporation executed and delivered to Wolverine Electric Cooperative, Incorporated, a Michigan non-profit corporation, its successors and assigns, which instrument was filed for record on August 4, 1952, in the Deed Records of Eaton County, in Liber 303 at Page 204; and,

Whereas, County of Eaton, in the State of Michigan, a Municipal corporation ("Landowner"), represent and warrant that (i) Landowner is the present owner of the following described tract(s) of land ("Owner's Land") more particularly described within a Deed dated February 4, 1929, and filed for record on February 5, 1929, in Eaton County, in Liber 219 at Page 587, Tax ID # 23-060-035-400-060-00, and (ii) all or a portion of Owner's Land is subject to the Easement; and,

Whereas, Landowner and Wolverine want to reaffirm and amend the Easement with this Reaffirmation and Amendment of Right of Way Easement Agreement ("Agreement"), insofar and only insofar as it affects Owner's Land, and the parties are willing to do so, in consideration of the sum of Two-Hundred and Thirty-One and 86/100 Dollars (\$231.86) subject to the terms and conditions set forth below.

NOW THEREFORE, in reliance on the aforesaid representation and warranty of ownership and in consideration of the premises and the mutual covenants herein contained, the parties agree to reaffirm and amend the Easement insofar as the Easement affects Owner's Land, in the following particulars:

1. Landowner reaffirms and amends the grant to Wolverine, its licensees, lessees, successors and assigns the perpetual right of its or their agents, contractors, and employees to enter at all times upon and to place, construct, operate, repair, maintain, replace, and to reconstruct or upgrade electric transmission and distribution lines, related facilities and any buried grounding system thereon and to transmit electricity on said transmission and distribution system, and any grounding system upon the Easement Strip (as defined below), together with all rights and privileges therein necessary or convenient for the full enjoyment or use thereof for the purposes described including, but not limited to, the right of ingress and egress to and from said easement on existing roads, lanes, or trails, whether public or private.
2. Landowner reaffirms that the full right is conveyed to Wolverine, its licensees, lessees, successors or assigns and its or their agents, contractors, or employees to cut, trim, remove, destroy, treat with herbicides, or otherwise control all trees, brush or shrubbery (i) upon said Easement Strip and (ii) in and upon all streets, roads, or highways on or abutting said Easement Strip and (iii) to cut down from time to time all dead, weak, leaning, or dangerous trees adjacent to said Easement Strip that are tall enough to strike the wires when falling. Landowner also reaffirms that all poles, towers, wires, and other facilities installed on the Easement Strip at Wolverine's expense shall remain the property of Wolverine, removable or relocated at its option.
3. Landowner reaffirms and amends, if applicable, the grant to Wolverine for the joint use or occupancy of the authorized line or system by any other person, association, or corporation for electrical, cable television, telephone, or other communication purposes.
4. Effective as of the date hereof, all electrical transmission and distribution lines and all other appurtenances of Wolverine heretofore or hereafter constructed on Owner's Land by authority of the Easement or this Agreement shall be confined within a strip of land one

hundred (100) feet in width, being fifty (50) feet on each side of the center of the electric lines (the "Easement Strip") extending across Owner's Land and being more particularly described as shown on Exhibit "A", attached hereto and made a part hereof.

5. Wolverine, for itself, its successors and assigns, hereby releases all of its right, title and interest in those portions of Owner's Land not included within the Easement Strip.
6. Nothing herein contained shall be construed as releasing or impairing any rights or privileges under the Easement insofar as the Easement covers the Easement Strip. The Easement insofar as it relates to the Easement Strip and insofar as it may be inconsistent or in conflict herewith, is hereby amended to the extent that the rights, privileges and obligations of Wolverine and Landowner shall be determined under the terms, conditions and provisions of this Agreement. The Easement insofar as it may cover and relate to land other than Owner's Land above described, shall remain in full force and effect in accordance with all of its terms, conditions and provisions.
7. Except as hereinafter specifically permitted, Landowner shall not erect, construct or create any building, house, improvement, trees, structure or obstruction of any kind either on, above or below the surface of the ground within the Easement Strip, or change the grade thereof, or cause or permit such construction work or said acts to be done by others, without the express written permission of Wolverine.
8. Wolverine reaffirms that all damages to fences and growing crops other than trees caused by Wolverine or its employees, contractors, or agents in placing, constructing, operating, maintaining, or to reconstructing, repairing, upgrading and replacing the installations aforementioned shall be borne by Wolverine.
9. The covenants contained in this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, heirs, successors and assigns. Wolverine shall have the right to assign the rights herein granted in whole or in part.
10. By acceptance of this Agreement, Landowner agrees that Wolverine, its successors and assigns, are hereby released and forever discharged of all the conditions and covenants of the Easement relating to the portion of Owner's Land hereby released and that the Easement shall continue in full force and effect except as modified and changed hereby.

This Agreement is exempt from County real estate transfer tax pursuant to MLC 207.505(f) and exempt from State real estate transfer tax pursuant to MCL 207.526(f). The Easement (as amended by this Agreement) shall be assessed as personal property under MCL 211.8(g).

WHEREFORE, the Parties have executed this Agreement effective as of the date last inscribed below.

Carried.

LANDOWNER

By: \_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_\_\_  
County of Eaton, in the State of Michigan,  
a Municipal Corporation

WOLVERINE POWER SUPPLY COOPERATIVE, INC.

By: \_\_\_\_\_ Dated: \_\_\_\_\_, 20\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# EASEMENT MAP - EXHIBIT A PARCEL #29

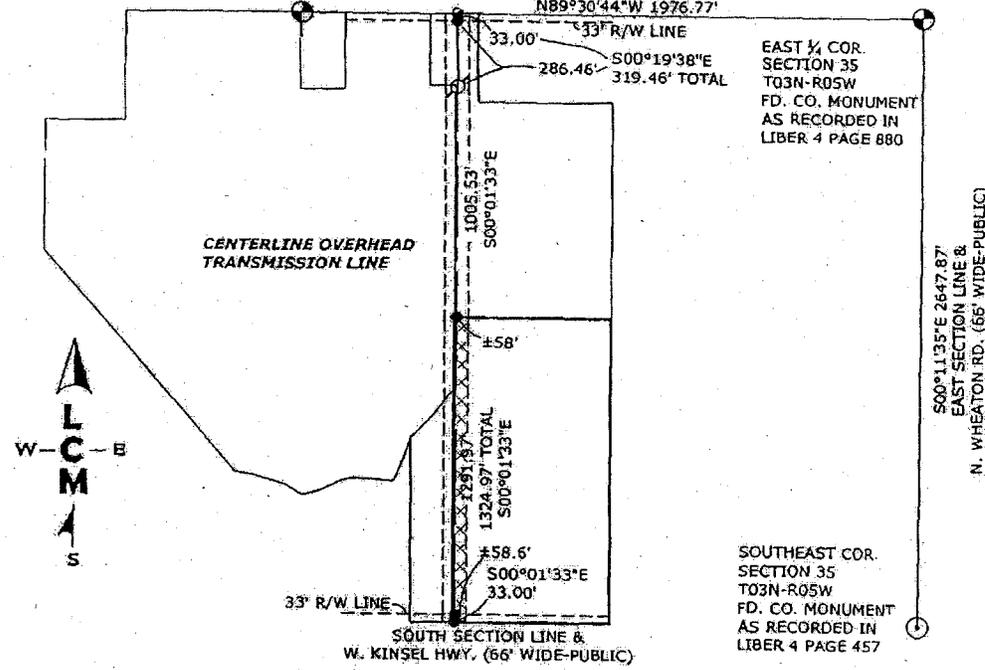
**LEGEND**

- ⊙ Set Spike/P.K. Nail
- Set Wood Lathe On Line
- Set 1/2" X 18" Rerod
- Fd. Iron & Cap
- ⊕ Fd. Concrete Monument
- ⊙ Section 1/4 Corner
- ⊙ Section Corner
- R Record Distance
- M Measured Distance
- ⊙ POWER POLE

AS SURVEYED DESCRIPTION:  
PART OF SECTION 35, T03N - R05W, CHESTER TOWNSHIP, EATON COUNTY, STATE OF MICHIGAN, A 100 FOOT WIDE EASEMENT FOR THE WOLVERINE OVERHEAD POWER TRANSMISSION LINE, OVER PART OF THE SOUTH 1/2 OF SAID SECTION, SAID EASEMENT BEING 90 FEET EACH SIDE OF AND ADJACENT TO THE FOLLOWING DESCRIBED CENTERLINE; COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION; THENCE N89°30'44"W ALONG THE EAST-WEST 1/2 LINE, 1976.77 FEET; THENCE S00°19'38"E, 319.46 FEET; THENCE S00°01'33"E, 1005.53 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S00°01'33"E, 1324.97 FEET TO THE POINT OF ENDING. THE SIDELINES OF SAID EASEMENT ARE EXTENDED OR SHORTENED TO MEET SAID PARCEL BOUNDARY.

CENTER 1/4 COR.  
SECTION 35  
T03N-R05W  
FO 1/2" IRON  
AS RECORDED IN  
SURVEYS  
LIBER 11 PAGE 514

EAST-WEST 1/2 LINE &  
BOLOCK HIGHWAY (66' WIDE-PUBLIC)  
N89°30'44"W 1976.77'



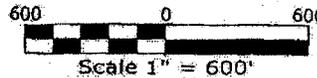
EAST 1/4 COR.  
SECTION 35  
T03N-R05W  
FD. CO. MONUMENT  
AS RECORDED IN  
LIBER 4 PAGE 880

S00°11'35"E 2647.87'  
EAST SECTION LINE &  
N. WHEATON RD. (66' WIDE-PUBLIC)

SOUTHEAST COR.  
SECTION 35  
T03N-R05W  
FD. CO. MONUMENT  
AS RECORDED IN  
LIBER 4 PAGE 457

BEARINGS AND DISTANCES ARE  
REPORTED IN MICHIGAN SOUTH  
GRID (2112)-(NAD-83)  
(STATE PLANE CO-ORDINATES)

PARCEL NO.  
(060-035-400-060-00)  
OWNER: EATON COUNTY FARM  
C/O PAUL DUNNING



I hereby certify that I have surveyed the parcel of land described herein and that said survey was performed with a field error of closure of 1 in 5000 or better, and that I have fully complied with the requirements of Sec. #3, Act #132, P.A. 1976.

William E. Sikkema, P.S. No. 455607  
 William E. Sikkema  
 PROFESSIONAL SURVEYOR  
 Dated: 6/29 2009



	<b>Surveying &amp; Engineering LLC</b> 1-888-223-4235 PH: 231-743-3000 Fax: 231-743-9001 225 E. MAIN ST. MARION, MI 49865	CLIENT: WOLVERINE POWER COOPERATIVE	FB/PG: SEE FILE
	DATE: 6/29/09 TIME: FTW	Part of Section 35, T03N, R05W, Chester Twp., Eaton Co., MI.	JOB NO.: 08043
	CHD BY: WES		
	SHEET 1 OF 1		

**EATON COUNTY BOARD OF COMMISSIONERS**

**December 16, 2009**

**RESOLUTION TO APPROVE ADJUSTMENTS TO THE SCHEDULE  
OF FEES FOR THE DRAIN COMMISSIONER'S OFFICE**

**Introduced by the Public Works and Planning Committee**

Commissioner Baker moved the approval of the following resolution.  
Seconded by Commissioner Keefe.

**WHEREAS**, the Drain Commissioner is the County Enforcing Agent for the Eaton County Soil Erosion Control Program (the Program); and

**WHEREAS**, the Drain Commissioner is committed to administering a Program beneficial to all citizens of Eaton County, and has determined an adjustment to the schedule of fees is necessary for further improvements; and

**WHEREAS**, amendments to the program, including the schedule of fees is reserved to the Board of Commissioners; and

**WHEREAS**, the Public Works and Planning Committee has reviewed and is recommending that the Board of Commissioners approve changes proposed by the Drain Commissioner to the Schedule of Fees.

**NOW, THEREFORE BE IT RESOLVED**, that the Eaton County Board of Commissioners hereby adopts the attached Schedule of Fees to become effective January 1, 2010.

**BE IT FURTHER RESOLVED**, that the adoption of the revised schedule shall in no way invalidate rules previously adopted by the Board for administering the Program, or for any other statutory programs administered by the Drain Commissioner; and

**BE IT FURTHER RESOLVED**, that the revised schedule, supercedes any schedule previously adopted by the Board of Commissioners. Carried.

Eaton County Drain Commissioner  
Schedule of Soil Erosion Program Fees

Eff. Jan. 1, 2010

Classification / Type of Permit Construction before permit is issued	Plan Review	Permit Base Fee (first acre / mile) Double fees	Incremental Adjustment Double	Surety Required Double for all sites	Permit Duration *	Admin. Fee	Extension
<b>Category 1</b> Pole building, Deck, Pool, Seawall, Pond, building addition < 1000 sq ft. or Landscaping	\$0	\$50			4 month,	\$75.00	Move to Cat. 2
<b>Category 2</b> Single or Duplex Residence, (new construction or addition)	\$0	\$150	\$60 / additional acre	\$150 / acre (or copy of signed contract for Landscaping)	first 4 months included		\$25 each additional month
<b>Category 3</b> Multiple Residential, Commercial, Institutional, Industrial, Private Road,	\$250	\$375	\$60 / additional acre	\$1000 per acre for sites > 3 acres	4 month		\$100 / month after first 4 month
<b>Category 4</b> Surface Mine / Fill Site Mass Grading	\$250 \$250	\$375 \$375	\$60 / additional acre \$60 / additional acre	\$3000 + \$2000 /acre \$1000 per acre	Annual Renewal required till site is closed and stabilized 4 month		New Permit Required
<b>Category 5</b> Underground, plowed Underground, trenched Overhead, Land Clearing	\$100 \$100 \$250	Waived \$375 \$375			4 month 4 month		No Extensions No Extensions
<b>Soil Erosion Miscellaneous</b> Waiver of Permit (with Affidavit) Compliance Inspection (Exempt from permit) Violation Notice with reinspection <del>Violation - Additional Reinspection</del> Mitigation activity (contractual) Mitigation activity (administration) Transfer of permit						\$10.00 \$270.00 \$175.00 <del>\$270.00</del> Cost \$500.00 \$25.00	

Projects with expired permits must resubmit for a new permit.  
\* Permits normally will not be allowed to expire between October 15 and May 1. It is the owners responsibility to plan accordingly.

Other Eaton County Drain Commissioner Fees

Storm Water Impact Plan Review	\$400	Re-submission fee (third review of same site) = New review fees
Drain Crossing or Occupation Permit	\$100.00	
Drain Assessment Search	\$6.00	Life of occupation

**EATON COUNTY BOARD OF COMMISSIONERS**

**December 16, 2009**

**RESOLUTION TO APPROVE AN  
APPLICATION FOR A FARMLAND AND OPEN SPACE  
DEVELOPMENTAL RIGHTS AGREEMENT  
(PUBLIC ACT 116 OF 1974, AS AMENDED)**

**Introduced by the Ways & Means Committee**

Commissioner Keefe moved the approval of the following resolution.  
Seconded by Commissioner Forell.

WHEREAS, Ronald Spitzley filed a Farmland and Open Space Application for property located in Roxand Township with the Eaton County Clerk's Office in October of 2009; and

WHEREAS, this application includes 50 acres (020-018-100-080-00); and

WHEREAS, the applicant is requesting a 10 year agreement; and

WHEREAS, a copy of this application was sent to all reviewing agencies as required by the act; and

WHEREAS, the Eaton County Ways & Means Committee has reviewed this application and is recommending approval.

THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners at its regularly scheduled meeting on December 16, 2009, does hereby approve the Farmland and Open Space Application filed by Ronald Spitzley for property located in Roxand Township. Carried.

*M. Frances Fuller*

\_\_\_\_\_  
M. Frances Fuller, County Clerk

\_\_\_\_\_  
Date 12/16/2009

**EATON COUNTY BOARD OF COMMISSIONERS**

**December 16, 2009**

**RESOLUTION TO APPROVE AN  
APPLICATION FOR A FARMLAND AND OPEN SPACE  
DEVELOPMENTAL RIGHTS AGREEMENT  
(PUBLIC ACT 116 OF 1974, AS AMENDED)**

**Introduced by the Ways & Means Committee**

Commissioner Keefe moved the approval of the following resolutions.  
Seconded by Commissioner Hosey.

WHEREAS, Harold L. Arndt and Dixie K. Arndt filed a Farmland and Open Space Application for property located in Chester Township with the Eaton County Clerk's Office in October of 2009; and

WHEREAS, this application includes 50 acres (060-005-400-070-00); and

WHEREAS, the applicant is requesting a 10 year agreement; and

WHEREAS, a copy of this application was sent to all reviewing agencies as required by the act; and

WHEREAS, the Eaton County Ways & Means Committee has reviewed this application and is recommending approval.

THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners at its regularly scheduled meeting on December 16, 2009, does hereby approve the Farmland and Open Space Application filed by Harold L. and Dixie K. Arndt for property located in Chester Township. Carried.

*M. Frances Fuller*

\_\_\_\_\_  
M. Frances Fuller, County Clerk

\_\_\_\_12/16/2009\_\_\_\_\_  
Date

## 2010 Amended Personnel Policy Changes

### 1. Article I – Insurance – page 1

#### Section 1. Health Insurance - Current Employees.

(a) Coverage. All eligible regular full-time employees (employees regularly scheduled at least thirty (30) hours per week) and eligible family members are covered by a health insurance plan, which is currently Blue Cross and Blue Shield of Michigan-Community Blue PPO Plan. There shall be no dual coverage of dependents on any employee's policy. ~~There shall be two plan options, a premium share plan and a no premium share plan. The no premium share plan can be selected by an employee on a voluntary basis.~~

#### (i) Premium Share Plan.

The plan includes a \$20.00 office visit co-pay, a \$20.00 urgent care co-pay and a \$75.00 emergency room co-pay. The Plan also includes a three-tiered prescription drug benefit administered by Blue Cross and Blue Shield of Michigan as outlined in the Certificate of Coverage (~~\$10.00 \$5.00~~ for generic drugs, ~~\$20.00 \$30.00~~ for brand-name medications on Community Blue PPO's Preferred Drug List and ~~\$30.00 \$45.00~~ for covered brand-name medications not on Community Blue PPO's Preferred Drug list). The Plan also includes certain other benefits and exclusions as described in benefit summaries provided by the insurance carrier.

**Coverage will include for In-Network Benefits a \$250.00 annual deductible for single coverage and a \$500.00 annual deductible for double or family coverage. After the annual deductible is satisfied, the employee has a ten percent (10%) co-insurance responsibility for most general services up to an out of pocket annual maximum expense of \$1,000.00 for single coverage and \$2,000.00 for double or family coverage. The deductibles and co-insurance requirements do not apply to co-pays, such as Office Visits, Urgent Care, Emergency Room and Prescriptions. They do apply to inpatient hospitalization, outpatient hospitalization and certain other benefits as described in the benefit summaries provided by the insurance carrier.**

All employees eligible for health insurance will pay ~~7.5%~~ **5.0%** of the applicable premium for their health insurance coverage (such payment will not be made by employees who waive health insurance coverage pursuant to (b) of this section). The Employee share of the premiums will be ~~withheld from the first payroll check of the month~~ **divided between the first and second pay of each month.**

An employee, whose spouse has comparable group health insurance from another source, must secure coverage for the spouse from that group. The comparable coverage must also cost the spouse less than ~~\$900.00~~ **\$2,000.00** annually. The spouse may be covered by the Employer's group health coverage upon becoming ineligible to be covered by the other source or if the alternate coverage does not continue to be comparable to the coverage provided by the Employer. When a spouse has coverage, as described above, any other eligible family members will be covered according to the Order of Benefit Determination Rules, i.e.: coverage is the coverage plan of the parent whose birthday is earlier in the calendar year.

Coverage for eligible employees shall begin on the first day of the month following 30 days of employment or the first day following their date of employment that allows them to have continuous coverage from previous employment. Coverage ends upon an employee's separation from employment. The County shall return to the employee a pro-rated (pro-ratio is based on a 30 day month) share of the premium paid by the employee for the month in which they separate from employment.

The County reserves the right to change insurance carriers or coverage.

**(ii) No Premium Share Plan.**

~~The plan includes a \$20.00 office visit co-pay, a \$20.00 urgent care co-pay and a \$75.00 emergency room co-pay. The Plan also includes a three-tiered prescription drug benefit administered by Blue Cross and Blue Shield of Michigan as outlined in the Certificate of Coverage (\$10.00 for generic drugs, \$20.00 for brand-name medications on Community Blue PPO's Preferred Drug List and \$30.00 for covered brand-name medications not on Community Blue PPO's Preferred Drug list). The Plan also includes certain other benefits and exclusions as described in benefit summaries provided by the insurance carrier.~~

~~There shall be no premium sharing required of employees for this Plan. Coverage will include for In-Network Benefits a \$250.00 annual deductible for single coverage and a \$500.00 annual deductible for double or family coverage. After the annual deductible is satisfied, the employee has a ten percent (10%) co-insurance responsibility for most general services up to an out-of-pocket annual maximum expense of \$1,000.00 for single coverage and \$2,000.00 for double or family coverage. The deductibles and co-insurance requirements do not apply to co-pays, such as Office Visits, Urgent Care, Emergency Room and Prescriptions. They do apply to inpatient hospitalization, outpatient hospitalization and certain other benefits as described in the benefit summaries provided by the insurance carrier.~~

~~An employee, whose spouse has comparable group health insurance from another source, must secure coverage for the spouse from that group. The comparable coverage must also cost the spouse less than \$900.00 annually. The spouse may be covered by the Employer's group health coverage upon becoming ineligible to be covered by the other source or if the alternate coverage does not continue to be comparable to the coverage provided by the Employer. When a spouse has coverage, as described above, any other eligible family members will be covered according to the Order of Benefit Determination Rules, i.e.: primary coverage is the coverage plan of the parent whose birthday is earlier in the calendar year.~~

~~Coverage for eligible employees shall begin on the first day of the month following 30 days of employment or the first day following their date of employment that allows them to have continuous coverage from previous employment. Coverage ends upon an employee's separation from employment.~~

~~The County reserves the right to change insurance carriers or coverage.~~

(b) Payment in Lieu of Coverage. A regular, full-time employee who is eligible for health insurance via another source and who executes an affidavit to that effect may elect not to be covered by the health insurance provided under this Article. The decision to waive coverage shall be made once per calendar year, during the 30 day period prior to January 1<sup>st</sup> of each year. A waiver agreement drafted by the County shall be executed by the employee. In the event the employee elects to forego health insurance, the County shall pay the employee the amount of \$100.00 monthly (up to \$1,200.00 per year) directly as taxable compensation. (The County shall pro-rate an employees last waiver check upon their separation from employment). The payment shall be made on a monthly basis, on the first payday of the month following coverage. New hires may opt for the health waiver upon hiring into the County.

The provisions of this Sub-section (b) shall not apply to a husband and wife who are both employees of the County or any of the Courts of Eaton County. Those employees shall not be permitted to have double health insurance coverage.

Employees who are currently receiving payment under this Sub-section (b) shall be grandfathered.

An employee losing health insurance coverage from another source shall notify the County Personnel Department in time so that the employee and dependents, where appropriate, can be re-enrolled in a health care plan beginning **the first day following the loss of coverage and no later than** the first day of the month following alternate coverage. No pre-existing condition requirement has to be met in this situation. The employee shall be paid through **the last date of alternate coverage and no later than through** the month in which they were covered under the waiver. Payment to be made the first payday of the month following coverage.

## 2. Article I – Insurance – page 3

### Section 2. Health Insurance – Retirees Hired Prior to January 1, 2006.

b) Working Elsewhere After Retirement. An eligible retiree, past or present, may be employed elsewhere after retirement. If such eligible retiree's employment is with another Employer providing comparable group health coverage, he must secure coverage from that group. The comparable coverage must also cost less than ~~\$900.00~~ **\$2,000.00** annually. The retiree may then return to the Employer's group health coverage upon his separation from the other Employer.

(c) Alternate Coverage. An eligible retiree, past or present whose spouse has comparable group health insurance coverage from another source must secure coverage for the spouse from that group. The comparable coverage must also cost the spouse less than ~~\$900.00~~ **\$2,000.00** annually. The spouse may then be covered by the Employer's group health coverage upon becoming ineligible to be covered by the other source or if the alternate coverage does not continue to be comparable to the coverage provided by the Employer.

### 3. Article 1 – Insurance – page 7

#### Section 6. Disability Plan.

(a) ~~The County currently provides disability insurance coverage for all regular full time employees. The County provides disability (sickness & accident) insurance coverage for all regular full time employees. The coverage will be applicable to non-work related disabilities (including pregnancies), as set forth in the plan document. Employees must obtain the Disability Leave Application from the Controller's Office and upon completion must return the paperwork to the Controller's Office. Any non-privileged information for payroll purposes will be shared with the Department Head. The coverage will be applicable to non-work related disabilities (including pregnancies), which are covered by Health Insurance and disable an employee from performing their employment duties. The coverage is available only for employees who are temporarily disabled and have a physician's excuse indicating a projected return to work date. If an employee fails to return to work on a full time (40 hours/week) basis, or returns to work from a disability leave and resigns prior to the completion of ninety (90) days of employment, they shall be required to reimburse the County for any disability benefits received during their leave, unless the reason for not returning or not completing the ninety (90) day period is that the employee cannot medically return to work on a full time basis. During the time an employee is off of work on the Disability Program, they shall have no other employment. The coverage shall provide the following:~~

66 2/3% of basic weekly earnings to a maximum of \$435 for 26 weeks maximum, commencing the first day of an accident and the eighth day of an illness. Employees must complete the necessary Disability Leave Medical Form and Application prior to going off on disability unless it is an emergency leave (such as an injury that may have been caused as a result of a car accident or other unforeseen event). If the disability leave is an emergency, employees must obtain the necessary paperwork, complete and return to the Controller's Office in a timely manner. If paperwork is not returned in a timely manner, this may cause a delay in processing an employee's disability pay.

Coverage for eligible employees begins on the first day of the month following 30 days of continuous employment. The County shall pay the entire premium cost for all such coverage.

In the event of an illness, the employee must use accumulated leave time (if they have accumulated leave time) for the first 40 hours. An employee may use accumulated sick leave, annual leave, personal leave, or compensatory time (non-exempt employee) to make up the difference between the disability rate of compensation and the employee's normal rate of pay.

Before returning to work, the employee must present a doctor's certificate that they can perform all the duties of the position to which they are returning.

The Employer shall continue to pay the cost of the life, sickness, dental and Employer portion of the health insurance premiums for the length of the disability.

The employee shall continue to pay the cost of the employee portion of the health insurance premiums for the length of the disability.

#### 4. Article 1 Insurance

Section 11. Insurance Coverage Changes. If an employee wishes to make any change to their insurance coverage such as an addition of a dependent, deletion of a dependent, etc., the County must be notified in writing, within three (3) weeks of the occurrence. If notice of the addition of dependents is not made within the three (3) week period, the addition will not be able to be effective until the next open enrollment period. ~~The open enrollment period is the 30 day period prior to January 1<sup>st</sup> of each year.~~ **The open enrollment period is the month of November with changes effective January 1<sup>st</sup> each year.**

#### 5. Article 7 Annual Leave

Section 3. Accumulation. No annual leave shall be authorized or accumulated in excess of 240 hours **for those employees who hired into the County prior to January 1, 2010.** Any hours in excess of 240 shall be forfeited. **Employees who hired into the County January 1, 2010 or later shall not accumulate in excess of 160 hours. Any hours in excess of 160 shall be forfeited.**

#### 6. Article 8 Paid Sick Leave

Section 2. Accumulation. Sick leave shall be credited at the end of the bi-weekly pay period in which service is completed.

Sick leave shall be considered available for use only in a bi-weekly pay period following the bi-weekly pay period in which it is earned.

**Employees who hired into the County after January 1, 2010, may accumulate sick leave to a maximum of 240 hours with no annual payout.**

Any sick leave hours accumulated in excess of five hundred (500) hours shall be compensated to the employee once a year at their current rate of pay **for employees who hired into the County prior to January 1, 2010.** Such compensation will be made on the first pay day in December.

#### 7. Article 13 Leave Without Pay

Section 1. Disability Leave. An employee may be granted an unpaid leave of absence by the Ways and Means Committee if unable to return to work once their **disability** (Sickness and Accident Insurance) benefits have expired, because of continued illness, injury or disability due to pregnancy. Such leave may be for the duration of the illness, injury or pregnancy, but in no event for a period to exceed one year **from the date the employee began their disability leave of absence.** Requests for such leave shall be in writing and must be accompanied by a physician's statement certifying the necessity for the leave. The Employer may continue to require updated information during such leaves. Before returning to work, the employee must provide a physician's certificate approving the employee's return to the job. Such leave time may be counted towards the Family and Medical Leave Act. The continuation of Insurance Coverage

in Section 3 of this Article shall not apply for purposes of an employee's disability leave of absence.

Section 2. Leave of Absence. In addition to the leaves authorized above, a Department Head may authorize leave without pay for an employee for a period of time not to exceed 10 days in any calendar year ~~however all other applicable leave must be exhausted for non-medical circumstances.~~ **Such leave may not be authorized to extend a leave under Section 1 of this Article or Article 2, Family and Medical Leave.** Leave without pay for a longer period must be approved by the Department Head, but must also be requested in writing to and approved by the Ways and Means Committee. During the time an employee is off of work on an unpaid leave of absence, they shall have no other employment.

Section 3. Continuation of Insurance Coverage. Employees on an unpaid leave of absence greater than thirty (30) days shall pay the full cost of their life, sickness, dental and health insurance premiums if they desire those benefits to continue while on leave, and provided that the insurance carrier permits such payment. An employee who goes off on an unpaid leave of absence and elects not to continue the cost of their insurance premiums will be required to meet the insurance eligibility requirements upon their return. No other benefits shall continue to accrue while an employee is on an unpaid leave of absence, unless otherwise required under the Family and Medical Leave Act.

## **8. Article 14 Travel Allowance**

Section 1. Transportation. An employee using a County owned vehicle on Departmental business will be reimbursed for gasoline and other operating expenses incurred while using the vehicle provided that appropriate receipts for all such expenses are submitted with the travel expense voucher.

Employees required to drive their own vehicle while on Departmental business will be reimbursed for travel based on the most current allowable rate set by the Internal Revenue Service. Mileage accumulations and a brief explanation of the travel must be submitted on a travel expense voucher, approved by the Department Head. Reimbursed mileage shall not include the round trip distance the employee regularly drives from his home to his work site and back home again.

All travel by common carrier must be at tourist fare rates and receipts submitted in order to be reimbursed.

Section 2. Meals. **Meals will be reimbursed/advanced only for travel outside of Eaton County and its adjacent Counties. See below for more detailed information and exclusions.**

Breakfast	\$ 8.00
Lunch	\$10.00
Dinner	<u>\$22.00</u>
	\$40.00 (Including gratuity)

An exception to the above rates may be allowed for meals when traveling in certain areas based on federal per diem rates and must be approved by the Controller's Office.

Meal Receipts are not required.

No alcoholic beverages will be paid for by the County.

Conventions, Conferences or Group Functions: Whenever it becomes necessary for an employee to attend a pre-scheduled convention, conference or group function that is within the continental United States but outside Eaton County **and its adjacent counties** the following provisions apply:

- a. A full explanation must be provided on the voucher, including the name of the convention. Copies of the convention agenda, reservation form, conference schedule and meals included in the conference agenda will be attached to the **advance/expense voucher** ~~or advance travel request~~. If the documentation is not provided or incomplete, payment will not be issued.
- b. Meals included in the conference/meeting are not eligible for payment to the employee. The daily allowance will be pro-rated to exclude meals included in the conference.

Section 3. Advances. The Controller shall be authorized to approve travel advances for up to the estimated amount to employees for pre-approved conventions conferences, training or group functions for estimated lodging, travel, meals and registration fees. Departments should pre-pay all lodging, registration and air fare by County check whenever possible. An advance travel request form, available on the County Intranet, shall be submitted to the Controller not more than two weeks in advance of the scheduled conference and must include all documentation as stated above. If such request includes meals, the amount for meals shall be not less than \$120.00 (three day meal allowance including gratuity).

Section 4. Out of State Travel. When traveling out of state for a meeting/conference, the most economical means of travel should be utilized. If an employee chooses to drive out of state, the amount reimbursed will be at the mileage rate or airfare rate, whichever is less.

Section 5. Lodging. In the event a meeting/conference is held outside of Eaton County or any of its adjacent counties, lodging will be reimbursed at the single room rate at the hotel/conference center where the conference is being held. If an employee chooses to upgrade their accommodations, they will pay the difference from the single room rate.

Section 6. Travel Expenses. Only **travel** expenses incurred on behalf of the Employer will be reimbursed upon presentation of appropriate receipts. Expenditures for travel insurance, laundry, dry cleaning, personal telephone calls, hotel gratuities and hospitality expenses will not be reimbursed under any circumstances.

Travel expense vouchers and applicable receipts, in accordance with Section 5 6, must be submitted to the Controller's Office within sixty (60) days from the employee's return to work.

## 9. Article 27 Non-Discrimination

It is a policy of the Employer to provide equal employment opportunities to qualified persons without regard to race, ~~creed~~, color, religion, sex, age, national origin, height, weight, **marital status, sexual orientation, gender identity, or disability as required by law or any other legally protected status**. Employees with disabilities who feel accommodation is needed to perform their job must notify the Controller in writing of the need for reasonable accommodation within 182 days after the date the employee knew or reasonably should have known that accommodation was needed. Failure to properly notify Eaton County will preclude any claim that Eaton County failed to accommodate the employee with the disability. Eaton County will make accommodations that do not pose an undue hardship to the County.

Carried.

**EATON COUNTY BOARD OF COMMISSIONERS**

**DECEMBER 16, 2009**

**RESOLUTION TO APPROVE**

**EATON COUNTY CREDIT CARD POLICY**

**Introduced by the Ways and Means Committee**

Commissioner Keefe moved the approval of the following resolution.  
Seconded by Commissioner Freeman.

**WHEREAS**, Public Act 266 of 1995 became effective January 8, 1996. The act authorizes the use of credit cards by local units of government for appropriate expenses.

**WHEREAS**, the County of Eaton has discussed having county credit cards available for county purposes; and

**WHEREAS**, the County Assistant Controller has researched obtaining credit cards for the county; and

**WHEREAS**, the Ways and Means Committee has reviewed the attached Eaton County Credit Card Policy and is recommending approval.

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Commissioners approves the Eaton County Credit Card Policy as presented; and

**BE IT FURTHER RESOLVED**, that the County credit cards may be used for the purchase of goods and services necessary to carry out official business under the Eaton County General Appropriations Act.

**BE IT FURTHER RESOLVED**, that the Eaton County Controller or Assistant Controller is authorized to sign any necessary documents. Carried.

# EATON COUNTY CREDIT CARD POLICY

## **SECTION 1: PURPOSE AND INTENT**

- A. The purpose of this policy is to comply with Public Act 266 of 1995 signed by the Governor on January 8, 1996. This act requires adoption of a written policy regarding the issuance and use of county credit cards.
- B. The Eaton County Controller or Assistant Controller shall be responsible for the County's credit card issuance, accounting, monitoring, and retrieval, and pursuant to this responsibility the Controller or Assistant Controller shall promulgate policies necessary for the implementation of the credit card policy.

## **SECTION 2: CREDIT LIMIT**

- A. Specific credit limits shall apply to credit cards as follows:
  - County Controller \$5,000
  - Sheriff \$8,000
  - Prosecuting Attorney \$3,000
  - Information Systems \$5,000
  - Parks and Recreation \$2,500
  - Central Dispatch \$3,000
  - District Court \$3,000
  - Circuit Court \$3,000
  - Physical Plant \$2,500
- B. The authorized credit limit for any credit card shall not exceed \$10,000.

## **SECTION 3: AUTHORIZED COUNTY CREDIT CARDS**

The Eaton County Controller or Assistant Controller shall be responsible for the issuance, accounting, monitoring, and retrieval and compliance oversight of the Eaton County Credit Card Policy. The Controller or Assistant Controller is hereby authorized to execute credit card contracts or applications on behalf of the County.

### **SECTION 3.1: APPLICABILITY**

This policy shall also apply to individual vendor issued charge accounts and/or credit authorizations that may be issued to individual departments based on a demonstrated need with the authorization of the Controller or Assistant Controller.

## **SECTION 4: USE OF COUNTY CREDIT CARDS**

An Eaton County credit card may be used for the purchase of goods and services necessary to carry out official business under the Eaton County General Appropriations Act. All purchases must comply with the County purchasing policy.

## **SECTION 5: TYPE OF USE**

County credit cards may be used for authorized travel expense or purchases where it can be substantiated that use of the credit card was in the best interest of the County. No Eaton County Credit Card may be used for cash advances and the Company issuing the card shall be advised. No Eaton County Credit Card may be used for personal purchases.

## **SECTION 6: REQUIRED DOCUMENTATION**

Any officer or employee using an Eaton County Credit Card must submit at the end of each month to the Assistant Controller or his/her designee all documentation received during purchases made that month, as well as any additional documentation must detail the goods or services purchased, cost, date of purchase, name of vendor, and the official purpose. The documentation must be the completed order with the total dollar amount and must match the amount charged to the credit card.

## **SECTION 7: LOST OR STOLEN CARDS**

Each officer or employee issued an Eaton County Credit Card shall be responsible for its protection, custody and proper use, and upon recognition must immediately report to the Assistant Controller and the credit card company that the card has been lost, stolen, or misplaced.

## **SECTION 8: TERMINATION OF EMPLOYMENT**

Each officer or employee must immediately surrender the card upon request by the Controller or Assistant Controller or upon termination.

## **SECTION 9: INTERNAL CONTROLS**

- A. Any credit card issued in the name of Eaton County or for which Eaton County will be responsible may be used only by an officer or employee whose use of the card has been approved by the Assistant Controller in writing. The Assistant Controller shall keep a current log of all employees or officers so authorized. The credit card company shall be promptly advised of such authorizations and any deletions or additions.
- B. The cardholder must obtain purchase documentation from the vendor to support all purchases made with the card. This documentation must be submitted along with the credit card invoice and approved by the Controller's Office in accordance with the County Purchasing Policy. The balance of all credit card invoices must be paid in full each month so as to avoid all finance charges. No payments will be made to credit card companies for personal credit cards or those credit cards which have not been authorized by the Board. Employees should not purchase anything with personal credit cards and then expect reimbursement from the County.

## **SECTION 10: UNAUTHORIZED USE OR FAILURE TO COMPLY WITH POLICY**

- A. Failure to comply with the credit card policy will result in immediate withdrawal of authorization to use the County credit card. Any employee who violates this policy shall be subject to disciplinary measures including but not limited to termination and/or removal from office.
- B. If a charge is to be contested with the credit card company, the Assistant Controller or his/her designee must make the protest within the time frame allotted by the credit card contract. If the charge is to be disapproved because of officer or employee noncompliance with this policy, the Assistant Controller shall collect the balances and any interest from the employee or officer and shall then make payment. Any officer or employee accepting an Eaton County credit card must sign the acknowledgement and authorization contained at the bottom of this policy.

### **SECTION 11: OTHER PROCEDURES**

The Assistant Controller is authorized to establish and distribute other written policies or procedures to promote the objectives of this policy and compliance with Michigan Law.

### **SECTION 12: AMENDMENTS**

The policy and procedure may be amended upon recommendation of the Controller or Assistant Controller with approval by the County Board of Commissioners.

### **ACKNOWLEDGEMENT AND AUTHORIZATION**

I, the undersigned Eaton County officer or employee, hereby do acknowledge that I have carefully read the foregoing policy, and that I agree to subscribe to, honor and abide by its terms and conditions. I also hereby authorize Eaton County to deduct from my continuing wages; sums necessary to reimburse Eaton County for any purchases I make that are disapproved by the Controller or Assistant Controller, including any interest charged on such purchases by the credit card company.

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Dept. Head Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Asst. Controller Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EATON COUNTY BOARD OF COMMISSIONERS**

**DECEMBER 16, 2009**

**RESOLUTION TO AUTHORIZE SHERIFF DEPARTMENT TO  
PARTICIPATE IN A REGIONAL HOMELAND SECURITY  
GRANT APPLICATION**

**Introduced by the Ways and Means Committee**

Commissioner Keefe moved the approval of the following resolution.  
Seconded by Commissioner Freeman.

**WHEREAS**, the Michigan State Police Emergency Management and Homeland Security Division has grant funds available through the U.S. Department of Homeland Security; and

**WHEREAS**, the City of Lansing has prepared a grant application on behalf of Region I (including the Counties of Gratiot, Clinton, Shiawassee, Eaton, Ingham, Livingston, Jackson, Hillsdale and Lenawee) and will be acting as the fiduciary for the Region whose allocation is \$3,325,750; and

**WHEREAS**, the total Eaton County allocation is \$138,173.52; and

**WHEREAS**, the Region approved a planner assigned to Eaton County to work for the Region in an amount not to exceed \$75,000 through the regional allocation; and

**WHEREAS**, the Eaton County Sheriff Department has hosted the planner on-site through a contractual services agreement with a local temporary employment agency for the designated grant period and would like to continue through this grant period. Eaton County will pay the local temporary employment agency and submit for reimbursement through the grant process; and

**WHEREAS**, the grant performance period is March 30, 2010 to March 30, 2011; and

**WHEREAS**, there are no required matching funds.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners approves Eaton County's participation in the Region I grant application; and

**BE IT FURTHER RESOLVED**, that the Controller be authorized to approve any necessary budget amendments to increase expenditures and increase grant revenue if the grant is approved by the State of Michigan; and

**BE IT FURTHER RESOLVED**, that the Controller be authorized to approve any necessary budget amendments to increase expenditures and increase grant revenue if the grant is approved by the United States Department of Justice; and

**BE IT FURTHER RESOLVED**, that the Chairperson or his designee is authorized to sign any necessary documents pertaining to the County's participation. Carried.

**EATON COUNTY BOARD OF COMMISSIONERS**

**DECEMBER 16, 2009**

**RESOLUTION TO APPROVE HAZARDOUS MATERIAL EMERGENCY  
PREPAREDNESS GRANT APPLICATION**

**Introduced by the Ways and Means Committee**

**Commissioner Keefe moved the approval of the following resolution.  
Seconded by Commissioner Harris.**

**WHEREAS**, the Michigan State Police Emergency Management and Homeland Security Division has grant funds available through the U.S. Department of Homeland Security; and

**WHEREAS**, the Eaton County Local Emergency Planning Committee is requesting Eaton County to sponsor the grant application; and

**WHEREAS**, the grant will provide funding for the completion of Superfund Amendments and Reauthorization Act (SARA) Title III, Section 302, off-site response plans and support of the ongoing operation of Local Emergency Planning Commissions (LEPC) at a rate of \$160 for new plans and \$25 for updated plans to be provided through a contract with the Regional Planner and \$1,000 for the support of the LEPC eligible support expenses; and

**WHEREAS**, there is a 20% in-kind match which will be met by the LEPC member time and office and administrative expenses.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners approves Eaton County's application for participation in the Hazardous Materials Emergency Preparedness Grant; and

**BE IT FURTHER RESOLVED**, that the Controller be authorized to approve any necessary budget amendments to increase expenditures and increase grant revenue if the grant is approved by the State of Michigan; and

**BE IT FURTHER RESOLVED**, that the Chairperson or his designee is authorized to sign any necessary documents pertaining to the County's participation. Carried.



# EATON COUNTY OFFICE OF THE SHERIFF

## Inter-Local Agreement for Special Police Services

This Contract is entered into by and between The Township of Oneida, Michigan (Hereafter referred to as the Township), and The Eaton County Sheriff's Office and The Eaton County Board of Commissioners (Hereafter referred to as The Sheriff's Office). The term of this Agreement shall begin on January 1, 2010, and shall continue through its termination date of December 31, 2010.

With Approval of the Oneida Township Board of Trustees and the Eaton County Board of Commissioners. The specific terms of this Contract are as follows:

1. The Township will allocate the sum of \$60,000.00, payable in equal monthly installments, for Special Police Services within the boundaries of the Township during the contract period.
2. Fully sworn, uniformed members of the Sheriff's Office, in a patrol car will be assigned to Oneida Twp and provide enforcement of state laws and Oneida Township Ordinances within the Township an average of 3.5 hours per day during the contract period.
3. In consideration of this agreement, the Township agrees that it shall pay the County of Eaton the Sum of \$50.00 per hour to cover overtime wages & benefits and vehicle operation costs for all hours when a Deputy performing under this Contract is entitled to overtime benefits under Eaton County's personnel policies.
4. It is understood, the Sheriff's Office may seek reimbursement from the Township for the actual cost of any hours a Deputy is subpoenaed to court on an enforcement action taken while on special assignment to the Township.
5. As necessary, violations of Oneida Ordinances will be prosecuted at Township expense by the Township Attorney. The Township may seek recovery of all costs of prosecution from violators of Township Ordinances under the Victims Rights Act, the Municipal Civil Infraction Act or other applicable laws.
6. The Sheriff's Office will provide the Township an incident report of enforcement action taken in the Township, along with copies of all citations or warnings issued.
7. Deputies assigned to patrol Oneida Township in accordance with this agreement shall be considered employees of Eaton County for all purposes and not employees of Oneida Township. Eaton County shall remain liable for the activities of the officers assigned to patrol Oneida Township under this Contract as if they were acting within their usual role as Eaton County Sheriff's Deputies.
8. Either party may terminate this Contract by providing 30 days written notice to the other party. In the event of early termination of this agreement, any remaining sums payable under this agreement shall be prorated to the date that services are discontinued.
9. This Contract shall be construed in accordance with the laws of the State of Michigan. Any dispute regarding this agreement shall be brought in the Eaton County Circuit Court.

This Contract may not be modified in any manner unless in writing and signed by both Parties. This document and any attachments hereto constitute the entire agreement between the Parties. This Contract shall be binding upon the Parties, their successors, heirs and assignees and shall be enforced under the laws of the State of Michigan.

Carried.

For Oneida Township,

For Eaton County Sheriff's Office,

For the County of Eaton,

\_\_\_\_\_  
Donald F. Cooley

\_\_\_\_\_  
Michael D. Raines

\_\_\_\_\_  
Joseph C. Brehler

Oneida Twp. Supervisor

Eaton County Sheriff

Chairman, Board of Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EATON COUNTY BOARD OF COMMISSIONERS**

**DECEMBER 16, 2009**

**RESOLUTION TO APPROVE INTERIM AGREEMENT  
FOR THE OPERATION OF THE JUVENILE FACILITY**

**Introduced by the Ways and Means Committee**

Commissioner Keefe moved the approval of the following resolution.  
Seconded by Commissioner Baker.

**WHEREAS**, the Board previously adopted an agreement to allow the Juvenile Facility to continue to be operated under the direction of the Family Division of the Circuit Court; and

**WHEREAS**, such agreement expires December 31, 2009; and

**WHEREAS**, the Ways and Means Committee has reviewed the operation of the Juvenile Facility over the past year and feels that it should remain under the operation of the Family Division of the Circuit Court.

**NOW THEREFORE BE IT RESOLVED**, that the Agreement be extended for another year to expire on December 31, 2010. Prior to such time, it will be reviewed again by the Ways and Means Committee. Carried.

**EATON COUNTY BOARD OF COMMISSIONERS**

**DECEMBER 16, 2009**

**RESOLUTION TO APPROVE  
2009/2010 GENERAL FUND BUDGET AMENDMENTS**

**Introduced by the Ways and Means Committee**

Commissioner Keefe moved the approval of the following resolution.  
Seconded by Commissioner Hosey.

**WHEREAS**, the Eaton County 2009/2010 Appropriations Act of September 16, 2009 states that any amendment to increase a salary and/or a Capital Outlay line-item in excess of \$2,500.00 or any amendment to increase the total budget of any fund or department in excess of \$2,500.00 shall be amended by the Board of Commissioners, except that any amendment to decrease the General Fund Contingency shall be approved by the Board of Commissioners; and

**WHEREAS**, such amendments are needed in order to comply with the Uniform Budgeting and Accounting Act of 1978, P.A. 621.

**NOW, THEREFORE BE IT RESOLVED**, that the following budget amendments be approved and added to the 2009/2010 Eaton County Budget:

**BOARD OF COMMISSIONERS (AGENCY GRANTS) - 101**

Increase	Grant Allocations	\$ 5,000
Decrease	Contingency	\$ 5,000

To increase total budget for grant to Greater Lansing Housing Coalition for the Homeowner Education and Resource Organization for Foreclosure Prevention Counseling Services to Eaton County residents as recommended by Health and Human Services Committee on 12/7/09.

**PROSECUTING ATTORNEY – 229**

Increase	Contractual Services	\$ 10,000
Decrease	Contingency	\$ 10,000

To increase Contractual Services for Medical Examiner fees and autopsies as recommended by Public Safety Committee on 12/3/09.

Carried.

**GENERAL FUND  
2010/2010 CONTINGENCY UPDATE**

BEGINNING BALANCE		\$	674,362
	BALANCE 10/31/09	\$	674,362
	BALANCE 11/30/09	\$	674,362
Board of Commissioners	Agency Grants	\$	(5,000)
Prosecuting Attorney	Contractual - Medical Examiner Expense	\$	(10,000)
	BALANCE 12/31/09	\$	659,362

**EATON COUNTY BOARD OF COMMISSIONERS**

**DECEMBER 16, 2009**

**RESOLUTION TO APPROVE  
2009/2010 SPECIAL REVENUE FUND BUDGET AMENDMENTS**

**Introduced by the Ways and Means Committee**

Commissioner Keefe moved the approval of the following resolution.  
Seconded by Commissioner Forell.

**WHEREAS**, the Eaton County 2009/2010 Appropriations Act of September 16, 2009 states that any amendment to increase a salary and/or a Capital Outlay line-item in excess of \$2,500.00 or any amendment to increase the total budget of any fund or department in excess of \$2,500.00 shall be amended by the Board of Commissioners, except that any amendment to decrease the General Fund Contingency shall be approved by the Board of Commissioners; and

**WHEREAS**, such amendments are needed in order to comply with the Uniform Budgeting and Accounting Act of 1978, P.A. 621.

**NOW, THEREFORE BE IT RESOLVED**, that the following budget amendments be approved and added to the 2009/2010 Eaton County Budget:

**COMPUTER FUND- 298**

Increase	Computer Equipment	\$	4,000
Increase	Transfers-In	\$	4,000

To increase Computer Equipment for the purchase of server hardware to install new BSA software with funds transferred from the Delinquent Tax Fund. Carried.

**RESOLUTION REGARDING THE SALARY AND BENEFITS  
OF ROAD COMMISSIONERS**

**DECEMBER 16, 2009**

Commissioner Harris moved the approval of the following resolution.

Seconded by Commissioner Pearl-Wright. Roll Call Vote. Ayes; Hosey, Abed, Strachan, Pearl-Wright, Farhat, Freeman, Keefe, Harris, Brehler. Nays; Mulder, Forell, Baker, Barr. Absent: Luna, Clarke.

**WHEREAS**, the County Board of Commissioners is responsible for establishing the salary and benefits of County Road Commissioners; and

**WHEREAS**, the salary and benefits for road commissioners has been discussed by the Public Works and Planning Committee during the past year; and

**WHEREAS**, the following changes to the salary and benefits for road commissioners are being recommended to resolve the matter.

**NOW THEREFORE BE IT RESOLVED**, that current road commissioners presently receiving health insurance through the Road Commission will remain eligible to continue their health benefits until the expiration of their current appointed term; and

**BE IT FURTHER RESOLVED**, that effective January 1, 2010, road commissioner participation in health insurance coverage through the Road Commission will increase to 25% of the applicable premium; and

**BE IT FURTHER RESOLVED**, that any road commissioner, appointed or re-appointed to a new term after the date of this resolution may purchase health insurance through the Road Commission by paying 100% of premium; and

**BE IT FURTHER RESOLVED**, that any road commissioner not retired as of December 31, 2009 shall not be eligible for retiree health insurance; and

**BE IT FURTHER RESOLVED**, that any road commissioner receiving retiree health care benefits as of January 1, 2010, electing to continue health insurance through the Road Commission, must also enroll in any other health insurance for which they may be eligible; and

**BE IT FURTHER RESOLVED**, that any road commissioner receiving retiree health care benefits as of January 1, 2010 may elect to continue health insurance through the Road Commission by paying 25% of the premium; and

**BE IT FURTHER RESOLVED**, that as of January 1, 2010 salary for road commissioners shall be forty-five hundred dollars (\$4,500) per year with no other compensation received without approval of the Board of Commissioners; and

**BE IT FURTHER RESOLVED**, that Road Commissioners are eligible to receive a thirty-five dollar (\$35.00) meeting per diem for approved meetings attended and reimbursement of mileage to the meetings at the applicable IRS mileage reimbursement rate; and

**BE IT FURTHER RESOLVED**, a biennial review of salary and benefits road commissioners will be completed by October 1st commencing in 2012 with any recommended modifications to take effect on January 1 of the following year, for any term commencing on that date. Carried.

December 16, 2009

**Public Works & Planning Committee**

**Zoning Board of Appeals – 3-year term, expiring December 31, 2012**

Michael Maynard

Mark Stahl

**Parks & Recreation Commission – 3 year term, expiring December 31, 2012**

Larry Emery

Alvin Whitfield

**Purchase of Development Rights Selection Committee – 2-year term, expiring December 31, 2011**

Sheryl Smith

Barbara Rogers

Ronald Hunt

**Brownfield Redevelopment Authority – 3-year term, expiring December 31, 2012**

Robert Sepeter

**Construction Code Board of Appeals – 3 year term, expiring December 31, 2012**

Michael Maynard

**Planning Commission –**

Christopher Tennes, 3-year term expiring December 31, 2012

Michelle Stahl, remainder of 3-year term expiring December 31, 2010

**Solid Waste Review Committee – 2-year term, expiring December 31, 2011**

Eric Pessell

David Sheedy

Chad Crandell

Tim Lucas

Brian Ross

William Lefevere

Denise Parisian

Joseph Brehler

Art Luna

**December 16, 2009**

**Ways and Means Committee Appointments**

**Historical Commission** – 3-year term, expiring December 31, 2012

Deborah Malewski

(Carol) Patricia Tirrell

**Building Authority** – 3-year term, expiring December 31, 2012

Michael Maynard

**December 16, 2009**

**Health and Human Services Committee Appointments**

**Community Mental Health Board – 3-year term, expiring December 31, 2012**

Kay Randolph-Back

**Tri-County Aging Advisory Council – 3 year term, expiring December 31, 2012**

John Greenslit