STATE OF MICHIGAN
COUNTY OF EATON ROLL CALL AND VOTES IN BOARD OF COMMISSIONER'S
January 15 SESSION A.D. 2014

ROLL CALL

Present			ON MOTION TO Roll Call Resolution to Expand Road Commission		ON MOTION TO Roll Call Resolution to appoint Darrell Tennis Road Commisser		ON MOTION TO	
A.M.	P.M.	COMMISSIONERS	AYE	NAY	AYE	NAY	AYE	NAY
	✓	MICHAEL HOSEY	✓		✓			
	✓	TERRANCE AUGUSTINE	✓		✓			
	✓	HOWARD T. SPENCE	✓		✓			
	✓	JAMES OSIECZONEK		✓		✓		
	✓	JANE M. WHITACRE	✓		✓			
	✓	GLENN H. FREEMAN III	✓		✓			
	✓	JOSEPH C. BREHLER	✓		✓			
	✓	WALTER MIARS		✓	✓			
	✓	ROGER EAKIN		✓	✓			
	✓	WAYNE RIDGE	✓		✓			
	✓	L. DARYL BAKER		✓	✓			
	✓	DALE BARR	✓		✓			
	✓	JEREMY WHITTUM		✓		✓		
	✓	ROGER HARRIS	✓		✓			
	✓	BLAKE MULDER		✓	✓			
			9	6	13	2		

EATON COUNTY BOARD OF COMMISSIONERS

JANUARY 15, 2014

The Eaton County Board of Commissioners met in regular session at the County Facilities, in the City of Charlotte, Wednesday, January 15, 2014.

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

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

Commissioner Eakin gave the invocation.

Roll call. Commissioners present; Michael Hosey, Blake Mulder, Terrance Augustine, Howard T. Spence, James Osieczonek, Jane M. Whitacre, Glenn Freeman, Joseph Brehler, Walter Miars, Roger Eakin, Wayne Ridge, L. Daryl Baker, Dale Barr, Jeremy Whittum, Roger Harris. Commissioners absent: none

Agenda Amendments: Chairman Mulder requested the addition of Sheriff's awards and commendations be added to the agenda. Commissioner Eakin requested an addition under Ways and Means Committee report item #5 – Resolution Authorizing Agreements with Remonumentation Surveyors for Research and Surveying and he requested to remove item #4. Commission Osieczonek requested the removal of item #1 from the Information Technology & Communication Committee report. Commissioner Whittum requested the removal of item #1 from the Public Safety Committee report.

Commissioner Baker moved the agenda be approved as amended. Seconded by Commissioner Augustine. Carried.

Commissioner Eakin moved the minutes of December 18, 2013 be approved as presented. Seconded by Commissioner Baker. Carried.

Communications. None.

Sheriff Awards Presentation. Sheriff Reich and Undersheriff presented the following awards:

Certificates of Appreciation to Potterville School Director Jane Rudisill, Instructor John Ley, Instructor Tom Sharkey, and Educational Assistant Carol Zwick.

Letter of Commendation to William Jenkins R.N. – Jail Health Administrator.
Professional Excellence Award to Deputy Kyle Hilliker
Professional Excellence Award to Sgt. Scott Brooks, Deputy Robert Gillentine.
Professional Excellence Award Sgt. Joshua Ivey and Deputy Donald Whitney.
Professional Excellence Award Deputy Adam Holliday, Deputy Tad Schwartz.

Professional Excellence Award to Captain Greg Crawford, Lt. Jeffrey Campbell, Detective Christopher Buxton, Detective Rick Buxton, Detective Jeffery Fellows,

Detective Kevin Hearld, Detective James Maltby, Detective Jeffrey McNeil, Sgt. Scott Brooks, Deputy Erice Hafner, Deputy Adam Holliday, Deputy Heather Stefan, Deputy Brian Thomas.

Letter of Commendations to Prosecutor Doug Lloyd, Assistant Prosecutor Sharon Park, State Trooper Jeff Amley, State Trooper Shawn Tinkle, Colleen Auer MSP Computer Crimes Unit.

Lifesaving Awards (2) to Emergency Medical Technician Jason Freer.
Professional Excellence Award to Sgt. Mark Martin, Sgt. James Quigley, Corrections Deputies Todd Cole, Erica Lamacchia, Robert McCaleb, Michael Smith, and Donald Whipp.
Professional Excellence Award to Corrections Deputies Carrie Hunt, Anthony McDaniel, John Rademacher, and Adam Simon.

Chairman Mulder opened the Public Act 598.

Public Hearing regarding County Road Commission Expansion from 3 to 5 members.

Public Comment. Larry Stevens of 9329 W. Kalamo Highway, Amy Gilson of 678 N. Stine Road, John Forell 5858 N. Cochran, Nancy Shaver 3050 Lamie Highway, Barbara Rogers 10601 Friedley Lane, Darrell Tennis 5675 S. Stine Road, Margo Aseltine 8888 S. Cochran, Ben Lyons, 1921 S. Cochran, all spoke regarding the potential Road Commission expansion.

Chairman Mulder closed the public hearing.

Public Comment. John Forell 5858 N. Cochran, and Barbara Rogers, 10601 Friedley Lane, spoke regarding the return to printed Eaton County plat books.

Commissioner Whittum moved the approval of #14-1-3 Resolution to Approve Intergovernment Agreement. (copy on file)
Seconded by Commissioner Brehler. Carried.

Commissioner Whittum moved the approval of #14-1-4 Resolution Hazardous Material Emergency Preparedness Grant Application.

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 $250 for new plans and $30 for updated plans to be provided through Delta Township Fire Department and $1,000 for the support of the LEPC eligible support expenses; and

WHEREAS, there is a 25% 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.
Seconded by Commissioner Harris. Carried.

Commissioner Osieczonek moved the approval of #14-1-5 Resolution to Amend Enhanced Access to Public Records Policy in Section 3, Subsection I, regarding no fees charged for data requests for educational research project purposes.
Seconded by Commissioner Hosey. Carried. (copy on file)

Commissioner Baker moved the approval of #14-1-6 Resolution to Increase the Membership of the Eaton County Road Commission.

WHEREAS, the Eaton County Board of Road Commissioners currently has three (3) Road Commissioners as provided for by MCL 224.6; and
WHEREAS, effective January 3, 2007, MCL 224.6 grants the Eaton County Board of Commissioners the discretion and authority to increase the number of Road Commissioners to a total of five (5) Road Commissioners; and
WHEREAS, the Public Works and Planning Committee has recommended the Board of Commissioners increase the membership of the Board of Road Commissioners to a total of five Road Commissioners and hold a public hearing on the matter; and
WHEREAS, on January 15, 2014, the Eaton County Board of Commissioners held a Public Hearing on whether to increase the number of Road Commissioners from three (3) to five (5), a Notice of the Public Hearing having been properly published/posted at least 28 days before the Public Hearing and also posted on the Eaton County Website; and
WHEREAS, MCL 224.6 allows the County Board of Commissioners to provide staggered terms so that no more than two Road Commissioner's terms of office expire in the same year, and
NOW, THEREFORE BE IT RESOLVED, that the Eaton County Board of Commissioners does hereby increase the number of Road Commissioners on the Eaton County Board of Road Commissioners from three (3) to five (5); and
BE IT FURTHER RESOLVED, that each of the two (2) additional Road Commissioner's terms of office shall begin on January 15, 2014, and shall last six (6) years. Provided, however, the first additional Road Commissioner shall be appointed for a term of three (3) years, expiring December 31, 2016 and the second Road Commissioner shall be appointed for a term of six (6) years, expiring December 31, 2019.

Seconded by Commissioner Freeman. Discussion held. Commission Spence spoke in favor of the resolution. Commissioner Barr spoke in favor of the resolution. Commissioner Osieczonek spoke against the resolution. Commissioner

Hosey spoke in favor of the resolution. Roll call vote. Ayes: Hosey, Augustine, Spence, Whitaker, Freeman, Brehler, Ridge, Barr, Harris. Nays: Osieczonek, Miars, Eakin, Baker, Whittum, Mulder. Carried, 9-Ayes, 6-Nays.

Commissioner Eakin moved the approval of #14-1-7 Resolution to Appoint County Remonumentation Representative and Related Contract.

WHEREAS, pursuant to Section 9 of PA 345 of 1990, the State Survey and Remonumentation Act, the Board of Commissioners is authorized to appoint a County Representative for all surveying projects in Eaton County approved or initiated by the State Survey and Remonumentation Commission; and
WHEREAS, the Ways & Means Committee is recommending entering into a contract with Ronnie M. Lester, which designates Mr. Lester as County Representative; and

WHEREAS, Mr. Lester is a surveyor licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, with the County Representative services it requires.
NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioner appoints Ronnie M. Lester as the County Representative under PA 345 of 1990; and
BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners or his designee is authorized to sign the contract.
Seconded by Commissioner Baker. Carried.

Commissioner Eakin moved the approval of #14-1-8 Resolution Authorizing 2014 Water Supply and Sewage Disposal System Refunding Bonds.
Seconded by Commissioner Augustine. Carried. (copy on file)

Commissioner Eakin moved the approval of claims as audited by the Ways and Means Committee in the amount of $364,030.73 and to accept the report of previously authorized payments. Seconded by Commissioner Whittum. Carried.

Commissioner Eakin moved the approval of #14-1-9 Resolution Authorizing Agreements with Remonumentation Surveyors for Research and Surveying Required under the Eaton County Monumentation and Remonumentation Plan for the 2014 Grant Year.

WHEREAS, the Eaton County Board of Commissioners has adopted a Monumentation and Remonumentation Plan for Eaton County; and
WHEREAS, the Monumentation and Remonumentation Plan for Eaton County was subsequently approved by the State Survey and Remonumentation Commission; and
WHEREAS, Eaton County is required to have an approved plan in order to apply and receive grant money which is available for this grant project; and
WHEREAS, the County Representative administering the Eaton County plan has contacted all known surveyors working within Eaton County; and
WHEREAS, all interested surveyors at this time have submitted resumes and proposed fees for research and surveying requirements under the Eaton County plan; and
WHEREAS, the recommended Remonumentation Surveyors and contract amounts

are listed on Addendum A attached to this resolution; and
WHEREAS, pursuant to Public Act 345 of 1990, known as the "State Survey and Remonumentation Act", authorizes Eaton County to contract with a licensed surveyor under the terms and conditions established in the agreement
THEREFORE BE IT RESOLVED, that the Eaton County Board of Commissioners does hereby authorize agreements with the Remonumentation Surveyors listed on Addendum A for the Eaton County Project.
BE IT FURTHUR RESOLVED, that the Chairperson of the Board of Commissioners and the County Clerk are authorized to sign the agreements with the Remonumentation Surveyors.

Addendum A
EATON COUNTY REMONUMENTATION SURVEYORS
FOR THE 2014 GRANT YEAR

Bumstead Land Surveys 318 West Lovett # 3 Charlotte, MI 48813	(Anthony Bumstead)	$10,700.00
Carr & Associates P.L.C. PO Box 2369 Battle Creek, MI 49016	(Robert R. Carr)	$10,700.00
Enger Surveying & Engineering P.O. Box 87 Mason, MI 48854-0087	(Ron Enger)	$10,700.00
Geodetic Design, Inc 2300 N. Grand River Ave Lansing, MI 48906	(Gilbert Barish)	$10,700.00
Ron Helsel Land Surveying 219 Riverview Dr Dewitt, MI 48820	(Ron Helsel)	$10,700.00
David R. Lohr Surveying Co. 6014 Chesapeake Drive Lansing, MI 48911-5013	(David R. Lohr)	$10,700.00
Reynolds Heritage Land Surveying and Mapping 138 W State Street Hastings, MI 49058	(Brian Reynolds)	$10,700.00
Wolverine Engineering & Surveyors, Inc. 312 North Street Mason, MI 48854	(Greg Vaughn)	$10,700.00

Seconded by Commissioner Baker. Carried.

Public Comment: John Forell, Margo Aseltine, Nancy Shaver, and John Boles 5923 Bradford, Lansing, spoke regarding the resolution to increase the membership of the Eaton County Road Commission from 3 to 5.

Commissioner Comment: Commissioner Augustine spoke regarding retiree health insurance and suggested engaging with the potentially affected employees. Commissioner Spence suggested a Board workshop for the Commission and employees regarding potential retiree health insurance changes. Commissioner Osieczonek thanked the public for coming and for their comments. Commissioner Whitacre invited the Commissioners to attend the Eaton Good Food Fair on February 22nd at the Eaton RESA.. Commissioner Spence stated the Delta Business expo would be led on March 1st. Look at website

There was no Unfinished Business, Old Business.

New Business. Commissioner Augustine moved to appoint Darrel Tennis to the new Road Commissioner three-year appointment. Seconded by Commissioner Barr. Discussion held. Commissioner Spence spoke regarding the process of nomination. Commissioner Augustine spoke regarding the motion for Darrel Tennis. Commissioner Osieczonek spoke regarding the process of nomination. Commissioner Barr spoke regarding the January 15, 2014 start date for the appointment. Carried. Ayes: Hosey, Augustine, Spence, Whitaker, Freeman, Brehler, Miars, Eakin, Ridge, Baker, Barr, Harris, Mulder. Nays: Osieczonek, Whittum.

Chairman Mulder adjourned the meeting to Wednesday February 19, 2014 at 7:00 PM.

Blake Mulder
Chairman of the Board of Commissioners

Diana Bosworth
Clerk of the Board of Commissioners

INTERGOVERNMENTAL AGREEMENT

Commissioner Whittum moved the approval of the following resolution. Seconded by Commissioner Brehler.

The Counties of Clinton and Eaton ("Counties") have elected to utilize the Intergovernmental Contracts between Municipalities Act MCL §124.1 to share the costs of certain new technologies for their 911 answering and dispatch operations.

I. Purpose

Each County provides 911 answering and dispatch for emergency police, fire and ambulance and related first responder activities within their counties. The Counties recognize that cost efficiencies can be achieved by common technology purchasing and coordination of certain functions among or between their 911 operations. For purposes of this Agreement, such consolidation or commonality shall be referred to as "Association."

The Counties also agree that representatives may meet periodically to discuss additional services, functions, or positions that could become the subject of additional association to achieve cost efficiencies and service effectiveness in the future.

II. No Joint Venture

The Counties agree that no joint venture is created by this Agreement or their Association and that no separate or independent legal entity is created hereby. Services provided by the holder of the associated position within a particular County shall be considered provided to that County, regardless of whether they advance the Association.

Each County covenants not to sue the other County regarding any associated services provided hereunder and waives any right of subrogation. Each County agrees not to assign any right under this Agreement or any cause of action against another County regarding services provided under this Agreement. Notwithstanding the above, nothing herein should be construed as intending to preclude a party from instituting legal proceedings to enforce the terms and conditions of this Agreement.

III. Membership/Duration and Termination

No additional County may be added to this Association without the permission of each of the Counties. Either County may terminate this Agreement by providing the other County ninety (90) days advance written notice.

The promises provided in Section II shall survive the termination of this Agreement. The financial commitments of each County shall continue until the date of its withdrawal or the termination of the Agreement. Any financial commitment accrued during the period in which the County was subject to the terms of this Agreement shall continue despite its withdrawal or the termination of the Agreement. If one County has advanced funds to support the Association, the other County shall provide a pro-rata reimbursement to the other County that constitutes a fair assessment of the value

conveyed by the first County and the benefits achieved by the second County by that value.

IV. Shared Services and Technology

The Counties agree to share the technologies identified in Exhibit A. Exhibit A may be amended by mutual consent.

V. Decision-making

The Counties agree that their 911 Directors will make any protocol decisions regarding the shared technologies. Any contract or costs shall be approved by the two county boards of commissioners.

VI. Cost Allocation

The Counties agree to individually cover hardware, software and service costs that the 911 Directors determine can be itemized and segregated per actual use and control by the individual member counties. They agree to split the costs of shared or "common" costs in the manner described in Exhibit B. Exhibit B may be amended by mutual consent.

VII. Miscellaneous Provisions

1. Nothing in this Agreement shall be interpreted as precluding a County from associating with another County in a manner that does not compromise the services covered by this Agreement.

2. Any notice to be sent under this Agreement shall be effective when filed with the County Clerks of the other member Counties at their then current addresses.

3. This Agreement may be approved in counterparts.

4. This Agreement shall be effective when approved and executed by the second County to approve it.

5. The parties agree to binding arbitration regarding any dispute arising out of this Agreement. Either party may initiate the process by contacting the American Arbitration Association, which shall select an arbitrator if the parties cannot agree to one. The arbitrator's decision shall be final and a judgment may enter incorporating the terms of the decision. The arbitrator may aware costs and attorneys fees to the prevailing party.

6. Failure to enforce a term or condition of this Agreement shall not be construed as a waiver of that term and condition in subsequent enforcement proceedings.

7. If any provision of this Agreement is determined to be invalid, it shall be severed and the remaining provisions shall be deemed valid, binding and enforceable.

8. This Agreement contains the complete expression of the parties' understanding regarding the subjects contained herein. All prior or contemporaneous oral or written agreements are merged herein. This Agreement may not be modified except in writing duly approved and signed by all parties. **Carried.**

Execution

CLINTON COUNTY

By: _____ Date: 12-20-2013
Board of Commissioners Chairperson

Attest: _____
Clinton County Clerk

EATON COUNTY

By: _____ Date: _____
Board of Commissioners Chairperson

Attest: _____
Eaton County Clerk

Exhibit A
Description of Services

Clinton County and Eaton County currently share Computer Aided Dispatch (CAD) data to assist with the dispatch of a shared fire department. The two dispatch centers agreed it was in the best interest of the citizens to share data via a CAD to CAD software program. The "CAD2CAD" allows for more accurate and faster data transfer of information.

Clinton County and Eaton County are currently paying for four connection points to allow for data sharing. Each has T1 bundles connecting us to Livingston County and fiber connections connecting us to Ingham County. The goal is to eliminate both T1 bundles going to Livingston County and Eaton's fiber connection to Ingham County. In order to make this happen each County will be responsible for eliminating their T-1 bundles to Livingston County and for any early termination penalties. Eaton County will also terminate its fiber connection to Ingham County to minimize penalties.

Exhibit B
Cost Allocation

Each County agrees to absorb any penalties associated with the termination of the T1 bundles. Clinton County agrees to reimburse Eaton for 50 percent of the penalties associated with terminated the fiber connection to Ingham County.

Clinton County will maintain its fiber connection and have the line disconnected at Ingham County and reconnected at Eaton County. Any fees associated with the change will be shared equally.

Clinton County and Eaton County have been provided pricing by the current vendor. The two 911 Directors will jointly decide on the best plan and each County agrees to pay 50 percent of the annual fees. The company we are currently working with will only invoice one county, since Clinton County's fiber line is being maintained, it will front the fiber fees and invoice Eaton County annually for its 50 percent share, which Eaton agrees to pay within thirty (30) days of invoice receipt.

EATON COUNTY BOARD OF COMMISSIONERS

JANUARY 15, 2014

RESOLUTION TO APPROVE HAZARDOUS MATERIAL EMERGENCY PREPAREDNESS GRANT APPLICATION

Introduced by the Public Safety Committee

Commissioner Whittum 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 $250 for new plans and $30 for updated plans to be provided through Delta Township Fire Department and $1,000 for the support of the LEPC eligible support expenses; and

WHEREAS, there is a 25% 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.

ENHANCED ACCESS TO PUBLIC RECORDS POLICY

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

This policy is established pursuant to the authority of the Enhanced Access to Public Records Act, 1996 P.A. 462.

1. **Definitions**

   A. "Digital Orthophotography" means a digital image geo-referenced to the earth's surface, captured at an altitude to display natural and man-made features at varying scales and resolutions.

   B. "Enhanced Access" means a public record's immediate availability for public inspection, purchase or copying by digital means. Enhanced access does not include the transfer of ownership of a public record.

   C. "Geographical information system" means an informational unit or network capable of producing customized maps based upon a digital representation of geographical data.

   D. "Person" means that term as defined in section 2 of the Freedom of Information Act, Act 442 of the Public Acts of 1976.

   E. "Public Body" means that term as defined in section 2 of the Freedom of Information Act, Act 442 of the Public Acts of 1976.

   F. "Public Record" means that term as defined in section 2 of the Freedom of Information Act, Act 442, Act 442 of the Public Acts of 1976.

   G. "Software" means that term as defined in section 2 of the Enhanced Access to Public Records Act, Act 462 of the Public Acts of 1996.

2. **Authorization**

   A. The County may provide enhanced access for the inspection, copying, or purchasing of a public record that is not confidential or otherwise exempt by law from disclosure.

   B. This policy does not require Eaton County to provide enhanced access to any specific public record.

   C. The County shall select which of its public records may be made through enhanced access.

3. **Fees**

A. It is the policy of Eaton County to charge a reasonable fee for providing enhanced access to a public record.

B. It is the policy of Eaton County to charge a reasonable fee for providing access to:

1. A geographical information system
2. The output from a geographical information system
3. The output from digital orthophotography and related products.
4. Property tax records (current and delinquent)
5. And any other data types the County deems appropriate.

C. "Reasonable fee" means a charge calculated to enable Eaton County to recover over time only those operating expenses directly related to the provision of enhanced access.

D. "Operating expenses" includes, but is not limited to, a public body's direct cost of creating, compiling, storing, maintaining, processing, upgrading, or enhancing information or data in a form available for enhanced access, including the cost of computer hardware and software, systems development, employee time, and the actual cost of supplying the information or record.

E. The County shall establish a proposed reasonable fee for each public record made available for enhanced access or for access to a geographical information system/digital orthophotography or the output from a geographical information system/digital orthophotography. The proposed fee shall be presented to and approved by the Board of Commissioners before the fee shall be effective.

F. All persons shall be charged the reasonable fee approved by the Board of Commissioners for enhanced access to a public record or for access to a geographical information system/digital orthophotography or the output from a geographical information system/digital orthophotography.

G. Enhanced access may be furnished without charge or at a reduced charge if the County determines that a waiver or reduction of the fee is in the public interest because enhanced access can be considered as primarily benefiting the general public. Examples, may include, but are not limited to, instances when:

1. The information is critical to public health or safety.

2. The information is required to meet legal, programmatic, or governmental objectives.
3. The cost of administering the fees would exceed the revenue to be collected.
4. The fee would have a serious detrimental impact on the financial position of particular groups or classes of users.
5. The fee would limit the number of users enough to compromise achieving program or other governmental objectives.

H. A waiver or fee reduction may be recommended by the Information Technology and Communication Committee, to the Board of Commissioners. The Board of Commissioners may, at its discretion, approve the waiver or fee reduction, as recommended by the Committee.

I. Requests for data as part of an educational research project sponsored by an accredited university or educational institution shall not be subject to the fees included under this policy. The requestor shall agree to provide the County with the completed research product/findings

4. <u>Other Access</u>

A. All public computerized data may be accessed from several locations in the Eaton County Government Complex without charge to the user. This service is provided through the use of computer terminals specifically set up for public use.

5. <u>Disclaimer</u>

A. Recipients of enhanced access receive all information "AS IS". Eaton County, its officers, officials, employees, and public bodies make no warranties of any kind, including but not limited to warranties of accuracy, fitness for a particular purpose, or of a recipient's right of use. Recipients are solely responsible for investigating, resisting, litigating and settling such complaints, including the payment of any damages or costs, unless the Eaton County Board of Commissioners elects to participate in the process at the County's expense.

B. Except for the Board of Commissioners, by resolution adopted by a majority of those elected and serving, no officer, official employee agent, volunteer, contractor or other person or public body may make any representation or warranty on behalf of the County or one of its public bodies. **Carried.**

EATON COUNTY BOARD OF COMMISSIONERS

JANUARY 15, 2014

RESOLUTION TO INCREASE THE MEMBERSHIP OF THE EATON COUNTY ROAD COMMISSION

Introduced by the Public Works and Planning Committee

Commissioner Baker moved the approval of the following resolution. Seconded by Commissioner Freeman. Roll call vote. Ayes: Hosey, Augustine, Spence, Whitacre, Freeman, Brehler, Ridge, Barr and Harris. Nays: Osieczonek, Miars, Eakin, Baker, Whittum and Mulder.

WHEREAS, the Eaton County Board of Road Commissioners currently has three (3) Road Commissioners as provided for by MCL 224.6; and

WHEREAS, effective January 3, 2007, MCL 224.6 grants the Eaton County Board of Commissioners the discretion and authority to increase the number of Road Commissioners to a total of five (5) Road Commissioners; and

WHEREAS, the Public Works and Planning Committee has recommended the Board of Commissioners increase the membership of the Board of Road Commissioners to a total of five Road Commissioners and hold a public hearing on the matter; and

WHEREAS, on January 15, 2014, the Eaton County Board of Commissioners held a Public Hearing on whether to increase the number of Road Commissioners from three (3) to five (5), a Notice of the Public Hearing having been properly published/posted at least 28 days before the Public Hearing and also posted on the Eaton County Website; and

WHEREAS, MCL 224.6 allows the County Board of Commissioners to provide staggered terms so that no more than two Road Commissioner's terms of office expire in the same year, and

NOW, THEREFORE BE IT RESOLVED, that the Eaton County Board of Commissioners does hereby increase the number of Road Commissioners on the Eaton County Board of Road Commissioners from three (3) to five (5); and

BE IT FURTHER RESOLVED, that each of the two (2) additional Road Commissioner's terms of office shall begin on January 15, 2014, and shall last six (6) years. Provided, however, the first additional Road Commissioner shall be appointed for a term of three (3) years, expiring December 31, 2016 and the second Road Commissioner shall be appointed for a term of six (6) years, expiring December 31, 2019. Carried.

EATON COUNTY BOARD OF COMMISSIONERS

January 15, 2014

RESOLUTION TO APPOINT COUNTY REMONUMENTATION REPRESENTATIVE AND RELATED CONTRACT

Introduced by the Ways and Means Committee

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

WHEREAS, pursuant to Section 9 of PA 345 of 1990, the State Survey and Remonumentation Act, the Board of Commissioners is authorized to appoint a County Representative for all surveying projects in Eaton County approved or initiated by the State Survey and Remonumentation Commission; and

WHEREAS, the Ways & Means Committee is recommending entering into a contract with Ronnie M. Lester, which designates Mr. Lester as County Representative; and

WHEREAS, Mr. Lester is a surveyor licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, with the County Representative services it requires.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioner appoints Ronnie M. Lester as the County Representative under PA 345 of 1990; and

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners or his designee is authorized to sign the contract. Carried.

RESOLUTION AUTHORIZING
COUNTY OF EATON, MICHIGAN
2014 WATER SUPPLY AND SEWAGE DISPOSAL
SYSTEM REFUNDING BONDS

A regular meeting of the County Board of Commissioners of the County of Eaton, Michigan, was held in the Board of Commissioners Room in the County, on the 15th day of January, 2014, at 7:00 o'clock in the evening.

The meeting was called to order by Blake Mulder, Chairperson.

Present: 15 Commissioners: Hosey, Augustine, Spence, Osieczonek, Whitacre Freeman, Brehler, Miars, Eakin, Ridge, Baker, Barr, Whittum, Harris and Mulder

Absent: None Commissioners

The following preamble and resolution were offered by Commissioner Eakin and supported by Commissioner Augustine:

WHEREAS:

1. Part VI of Act 34, Public Acts of Michigan, 2001, as amended, the Revised Municipal Finance Act (the "Act") and Act 185, Public Acts of Michigan, 1957, as amended ("Act 185"), permit the County of Eaton, State of Michigan (the "Issuer"), to refund all or part of the bonded indebtedness of the Issuer; and

2. The Issuer has received an analysis from Stauder, Barch & Associates, Inc. to refund all or part of that portion of the outstanding 2005 Eaton County Water Supply and Sewage Disposal System Improvement and Refunding Bonds (City of Grand Ledge) (Limited Tax-General Obligation) of the Issuer, dated May 26, 2005, in the original amount of $7,975,000, which are callable on or after April 1, 2015, and are due and payable April 1, 2016 through April 1, 2025, inclusive (the "Prior Bonds"); and

3. The City of Grand Ledge (the "City") has formally requested that the Issuer pursue the refunding of the Prior Bonds; and

4. The County Board of Commissioners (the "Board") determines that it is in the best interest of the Issuer to consider refunding the Prior Bonds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Bonds of the Issuer designated 2014 Water Supply and Sewage Disposal System Refunding Bonds (City of Grand Ledge) (General Obligation-Limited Tax) (the "Bonds") be issued in the aggregate principal amount of not to exceed $5,400,000, as finally determined upon sale thereof, for the purpose of refunding all or a portion of the Prior Bonds.

2. The County Treasurer or County Controller is authorized to determine prior to the sale of the Bonds: the date of the Bonds, the series designation, final principal maturities to and including 2025, principal amounts, redemption features, and other terms, conditions and features necessary to sell the Bonds, according to and not inconsistent with the parameters established in this resolution. The Bonds shall be

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numbered in the direct order of their maturities from 1 upwards; shall be fully registered Bonds as to principal and interest; shall mature on April 1 of each year; and shall bear interest at a rate or rates to be hereafter determined upon sale, but not to exceed 3.5% per annum.

3. The Bonds shall be in denominations of $5,000 or any whole multiple thereof with interest thereon payable on October 1, 2014, or such other date as determined upon sale of the Bonds, and semiannually thereafter on April 1 and October 1 in each year. The principal of the Bonds and the interest thereon shall be payable in lawful money of the United States of America at or by a bank or trust company to be designed by the County Treasurer or County Controller and approved by the Board at the time of sale (herein called the "Paying Agent"), which shall act as the bond registrar and paying agent or such successor bond registrar-paying agent as may be approved by the Issuer, on each semiannual interest payment date and the date of each principal maturity.

4. The interest of any one Bond shall be at one rate only and all Bonds maturing in any one year must carry the same interest rate. The difference between the highest and lowest interest rate on the Bonds shall not exceed two percent (2%) per annum and no bid will be considered for a price less than 99% of their par value nor greater than 102% of their par value.

5. Book Entry. At the request of the Underwriter, the ownership of one fully registered bond for each maturity in the aggregate principal amount of such maturity, shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). So long as the Bonds are in the book entry form only, the Paying Agent shall comply with the terms of the Blanket Issuer Letter of Representations to be entered into between the Issuer and DTC, which provisions shall govern registration, notices and payment, among other things, and which provisions are incorporated herein with the same effect as if fully set forth herein. The County Treasurer or County Controller is hereby authorized and directed to enter into the Blanket Issuer Letter of Representations with DTC in such form as determined by the County Treasurer or County Controller, in consultation with bond counsel, to be necessary and appropriate. In the event the Issuer determines that the continuation of the system of book entry only transfer through DTC (or a successor securities depository) is not in the best interest of the DTC participants, beneficial owners of the Bonds, or the Issuer, the Issuer will notify the Paying Agent, whereupon the Paying Agent will notify DTC of the availability through DTC of the bond certificates. In such event, the Issuer shall issue and the Paying Agent shall transfer and exchange Bonds as requested by DTC of like principal amount, series and maturity, in authorized denominations to the identifiable beneficial owners in replacement of the beneficial interest of such beneficial owners in the Bonds, as provided herein.

So long as the book-entry-only system remains in effect, in the event of a partial redemption the Paying Agent will give notice to Cede & Co., as nominee of DTC, only, and only Cede & Co. will be deemed to be a holder of the Bonds. DTC is expected to reduce the credit balances of the applicable DTC Participants in respect of the Bonds and in turn the DTC Participants are expected to select those Beneficial Owners whose ownership interests are to be extinguished or reduced by such partial redemptions, each by such method as DTC or such DTC Participants, as the case may be, deems fair and appropriate in its sole discretion.

6. In the event the Bonds are no longer in book entry form only, the following provisions would apply to the Bonds:

The Paying Agent shall keep or cause to be kept, at its principal office, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Issuer; and, upon

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presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, transfer or cause to be transferred on said books, Bonds as herein provided.

Any Bond may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by a duly authorized agent, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Paying Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall furnish or cause to be furnished a sufficient number of manual or facsimile executed Bonds and the Paying Agent shall authenticate and deliver a new Bond or Bonds for like aggregate principal amount. The Paying Agent shall require the payment of any tax or other governmental charge required to be paid with respect to the transfer to be made by the bondholder requesting the transfer.

7. If any Bond shall become mutilated, the Issuer, at the expense of the holder of the Bonds, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver, a new Bond of like tenor in exchange and substitution of the mutilated Bond, upon surrender to the Paying Agent of the mutilated Bond. If any Bond issued under this resolution shall be lost, destroyed or stolen, evidence of the loss, destruction or theft and indemnity may be submitted to the Paying Agent, and if satisfactory to the Paying Agent and the Issuer, the Issuer at the expense of the owner, shall furnish or cause to be furnished, and the Paying Agent shall authenticate and deliver a new Bond of like tenor and bearing the statement required by Act 354, Public Acts of Michigan, 1972, as amended, being sections 129.131 to 129.134, inclusive, of the Michigan Compiled Laws, or any applicable law hereafter enacted, in lieu of and in substitution of the Bond so lost, destroyed or stolen. If any such Bond shall have matured or shall be about to mature, instead of issuing a substitute Bond, the Paying Agent may pay the same without surrender thereof.

8. The Chairperson and County Clerk be, and they are hereby authorized to provide the Bonds in conformity with the specifications of this resolution by causing their manual or facsimile signatures to be affixed thereto, and upon the manual execution by the authorized signatory of the Paying Agent, the County Treasurer be and is hereby authorized and directed to cause said Bonds to be delivered to the underwriter upon receipt of the purchase price and accrued interest, if any.

Blank bonds with the manual or facsimile signatures of the Chairperson and County Clerk affixed thereto, shall, upon issuance and delivery and from time to time thereafter as necessary, be delivered to the Paying Agent for safekeeping to be used for registration and transfer of ownership.

9. There is hereby created a separate depository account to be kept with a bank located in the State of Michigan and insured by the Federal Deposit Insurance Corporation, previously approved as an authorized depository of funds of the Issuer, to be designated 2014 WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM REFUNDING BOND DEBT RETIREMENT FUND (hereinafter referred to as the "DEBT RETIREMENT FUND"), all proceeds from taxes levied for the fund to be used for the purpose of paying the principal and interest on the Bonds authorized herein as they mature or are redeemed. DEBT RETIREMENT FUND moneys may be invested as authorized by law.

The Bonds of this issue are payable primarily from the proceeds of contractual payments to be paid by the City to the Board of Public Works of Eaton County (the "Public Works Board") acting for and on behalf of the Issuer, pursuant to a certain contract dated April 1, 2005, between the City and the Public Works Board (the "Contract"). By the provisions of the Contract and pursuant to authorization provided by law, the City has pledged its full faith and credit for the payment of its contractual payments, and the City shall levy ad valorem taxes within its constitutional, statutory, and charter tax rate limitations. The City does not have

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the power to levy taxes for the contractual payments in excess of its constitutional, statutory, and charter tax rate limitations to the extent necessary to make such payments. The Issuer has irrevocably pledged for the payment of the Bonds the total contractual payments, which said total contractual payments are established in the amount required to pay the principal of and interest on the Bonds when due. As additional security for the payment of the Bonds, the Issuer, pursuant to the provisions of Act 185, Public Acts of Michigan, 1957, as amended, and a three-fifths (3/5) vote of the members elect of the Issuer's Board of Commissioners, has pledged its full faith and credit for the prompt payment of the principal of and interest thereon, and the Issuer shall be obligated to levy as necessary ad valorem taxes within the constitutional and statutory general fund millage rate available to the Issuer. The Issuer does not have the power to levy taxes for the payment of the Bonds in excess of its constitutional and statutory tax rate limitations.

10. The proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds and to secure payment of those Prior Bonds set forth in the Sales Resolution. Upon receipt of the proceeds of sale of the Bonds, the accrued interest, if any, shall be deposited in the DEBT RETIREMENT FUND for the Bonds. From the proceeds of the Bonds there shall next be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated 2014 WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM BOND ISSUANCE FUND. Moneys in the 2014 WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM BOND ISSUANCE FUND shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the 2014 WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM BOND ISSUANCE FUND after payment of issuance expenses shall be transferred to the DEBT RETIREMENT FUND for the Bonds.

The balance of the proceeds of the Bonds, together with any moneys transferred by the Board at the time of closing of the Bonds from the debt retirement fund for the Prior Bonds, shall be invested in direct obligations of the United States of America, or obligations, the principal and interest of which are unconditionally guaranteed by the United States of America; or other obligations the principal and interest of which are fully secured by the foregoing, (the "Escrow Funds"), and used to pay principal, interest and redemption premiums on the Prior Bonds. The Escrow Funds shall be held by an escrow agent (the "Escrow Agent") in trust pursuant to an escrow agreement (the "Escrow Agreement") which shall irrevocably direct the Escrow Agent to take all necessary steps to call any Prior Bonds specified by the Board upon sale of the Bonds for redemption, including publication and mailing of redemption notices, on the earliest date specified by the Board that the respective series of Prior Bonds may be called for redemption. The investment held in the Escrow Funds shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal, interest and redemption premiums on the Prior Bonds as they become due pursuant to maturity or the call for redemption required by this paragraph. Following establishment of the Escrow Funds, any amounts remaining in the debt retirement fund for the Prior Bonds shall be transferred to the DEBT RETIREMENT FUND for the Bonds.

11. The County Treasurer or County Controller is authorized, subject to final approval of the Board, to select an Escrow Agent to serve under the Escrow Agreement.

12. The Bonds shall be in substantially the form attached hereto and incorporated herein as Exhibit A.

13. The County Treasurer, County Controller or County Clerk is authorized and hereby ordered to publish notice of sale of the Bonds herein authorized in a publication printed in the English language and circulated in this State, which notice of sale shall be in substantially the form attached hereto and incorporated herein as Exhibit B.

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14. The County Treasurer or County Controller, or designee if permitted by law, is hereby authorized to:

a. If necessary, file with the Department of Treasury (the "Department") an application for approval to issue the Bonds, if required, and to pay any applicable fee therefor and, further, within fifteen (15) business days after issuance of the Bonds, file any and all documentation required subsequent to the issuance of the Bonds, together with any statutorily required fee.

b. If deemed advisable by the Issuer's financial consultant, request a waiver of the maturity limitations as set forth in the Application for Waiver and/or a waiver of the Department's requirement that ratings be obtained from a nationally recognized ratings agency.

c. Make application for municipal bond insurance if, upon advice of the financial consulting firm of the Issuer, the purchase of municipal bond insurance will be cost effective. The premium for such bond insurance shall be paid by the Issuer from Bond proceeds.

d. Execute and deliver the Continuing Disclosure Agreement (the "Agreement") in substantially the same form as set forth in Exhibit C attached hereto, or with such changes therein as the individual executing the Agreement on behalf of the Issuer shall approve, his/her execution thereof to constitute conclusive evidence of his/her approval of such changes. When the Agreement is executed and delivered on behalf of the Issuer as herein provided, the Agreement will be binding on the Issuer and the officers, employees and agents of the Issuer, and the officers, employees and agents of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed, and the Agreement shall constitute, and hereby is made, a part of this Resolution, and copies of the Agreement shall be placed in the official records of the Issuer, and shall be available for public inspection at the office of the Issuer. Notwithstanding any other provision of this Resolution, the sole remedies for failure to comply with the Agreement shall be the ability of any Bondholder or beneficial owner to take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Agreement.

e. Approve circulation of a Preliminary Official Statement describing the Bonds.

15. The Chairperson, County Clerk, County Treasurer, County Controller and/or all other officers, agents and representatives of the Issuer and each of them shall execute, issue and deliver any certificates, statements, warranties, representations, contracts, agreements or documents necessary to effect the purposes of this resolution or the Bonds.

16. The officers, agents and employees of the Issuer are authorized to take all other actions necessary and convenient to facilitate the sale and delivery of the Bonds.

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17. Thrun Law Firm, P.C., is hereby appointed as bond counsel for the Issuer with reference to the issuance of the Bonds authorized by this resolution.

18. Bids for the Bonds shall be conditioned upon the unqualified approving opinion of Thrun Law Firm, P.C., bond counsel, the original of such opinion will be furnished without expense to the purchaser of the Bonds at the delivery thereof.

19. The financial consulting firm of Stauder, Barch & Associates, Inc. is hereby appointed as financial consultants to the Issuer with reference to the issuance of the Bonds herein authorized.

20. The Issuer hereby designates the Bonds of this issue as "qualified tax-exempt obligations" for purposes of deduction of interest expense by financial institutions under the provisions of the Internal Revenue Code of 1986, as amended; provided, however, that to the extent the Prior Bonds were designated by the Issuer as a "qualified tax-exempt obligation," then only that portion of the par amount of the Bonds that exceeds the par amount of the Prior Bonds are hereby designated as "qualified tax-exempt obligations" under this paragraph and the remaining portion of the Bonds are deemed designated as "qualified tax-exempt obligations." In making said designation, the Board determines that the reasonably anticipated amount of tax-exempt obligations which will be issued by the Issuer or entities which issue obligations on behalf of the Issuer during calendar year 2014 will not exceed $10,000,000, excluding only those tax-exempt obligations as permitted by Section 265(b)(3)(C)(ii) of the Code.

21. The Issuer shall furnish Bonds ready for execution at its expense. The Bonds will be delivered without expense to the purchaser at a place to be mutually agreed upon with the purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of delivery of the Bonds.

22. The Board covenants to comply with existing provisions of the Internal Revenue Code of 1986, as amended, necessary to maintain the exclusion of interest on the Bonds from gross income.

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23. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

Ayes: Commissioners: **Hosey, Augustine, Spence, Osieczonek, Whitacre Freeman, Brehler, Miars, Eakin, Ridge Baker, Barr Whittum, Harris and Mulder**

Nays: Commissioners: **None**

Resolution declared adopted.

_____

Eaton County Clerk

The undersigned duly qualified and acting County Clerk of Eaton County, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the County Board of Commissioners at a **regular** meeting held on January 15, 2014, the original of which resolution is a part of the Board's minutes, and further certifies that notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

_____

Eaton County Clerk

MDG/kmh

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EXHIBIT A

[No.]
UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF EATON
2014 WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM REFUNDING BOND
(CITY OF GRAND LEDGE)
(GENERAL OBLIGATION - UNLIMITED TAX)

Rate	Maturity Date	Date of Original Issue	CUSIP No.

REGISTERED OWNER:
PRINCIPAL AMOUNT:

COUNTY OF EATON, STATE OF MICHIGAN (the "Issuer"), promises to pay to the Registered Owner, or registered assigns, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date specified above, with interest from the Date of Original Issue until paid at the Rate specified above on the basis of a 360-day year, 30-day month, payable on October 1, 2014, and semiannually thereafter on the first day of April and October of each year (the "Bond" or "Bonds"). Principal on this Bond is payable at the _____ office of _____, MICHIGAN (the "Paying Agent"), upon presentation and surrender hereof. Interest is payable by check or draft mailed to the Registered Owner at the registered address shown on the registration books of the Issuer kept by the Paying Agent as of the close of business on the 15th day of the month preceding any interest payment date. The Issuer may hereafter designate a successor paying agent/bond registrar by notice mailed to the Registered Owner not less than sixty (60) days prior to any interest payment date.

This Bond is one of a series of Bonds of like date and tenor, except as to denomination, rate of interest and date of maturity, aggregating the principal amount of $_____ issued under and in pursuance of the provisions of Act 185, Public Acts of Michigan, 1957, as amended; Act 34, Public Acts of Michigan, 2001, as amended; and resolutions duly adopted by the Board of Commissioners of the Issuer on January 15, 2014, and _____, 2014, for the purpose of refunding all or a portion of a certain prior bond issue of the Issuer.

The Bonds of this issue are payable primarily from the proceeds of contractual payments to be paid by the City of Grand Ledge, Eaton County, Michigan (the "City"), to the Board of Public Works of Eaton County (the "Public Works Board") acting for and on behalf of the Issuer, pursuant to a certain contract dated April 1, 2005, between the City and the Public Works Board (the "Contract"). By the provisions of the Contract and pursuant to authorization provided by law, the City has pledged its full faith and credit for the payment of its contractual payments, and the City shall levy ad valorem taxes within its constitutional, statutory, and charter tax rate limitations. The City does not have the power to levy taxes for the contractual payments in excess of its constitutional, statutory, and charter tax rate limitations to the extent necessary to make such payments. The Issuer has irrevocably pledged for the payment of the Bonds the total contractual payments, which said total contractual payments are established in the amount required to pay the principal of and interest on the Bonds when due. As additional security for the payment of the Bonds, the Issuer, pursuant to the provisions of Act 185, Public Acts of Michigan, 1957, as amended, and a three-fifths (3/5)

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vote of the members elect of the Issuer's Board of Commissioners, has pledged its full faith and credit for the prompt payment of the principal of and interest thereon, and the Issuer shall be obligated to levy as necessary ad valorem taxes within the constitutional and statutory general fund millage rate available to the Issuer. The Issuer does not have the power to levy taxes for the payment of the Bonds in excess of its constitutional and statutory tax rate limitations.

OPTIONAL REDEMPTION

Bonds of this issue are not subject to redemption at the option of the Issuer prior to maturity.

MANDATORY REDEMPTION

The Bonds maturing on April 1, ____, are term Bonds subject to mandatory redemption, in part, by lot, on the redemption dates and in the principal amounts set forth below and at a redemption price equal to the principal amount thereof, without premium, together with accrued interest to the date fixed for redemption. When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

Redemption Dates	Principal Amounts
April 1, ____	$
April 1, ____	
April 1, ____ (maturity)	

Notice of redemption of any Bond shall be given not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption by mail to the Registered Owner at the registered address shown on the registration books kept by the Paying Agent. Bonds shall be called for redemption in multiples of $5,000 and Bonds of denominations of more than $5,000 shall be treated as representing the number of Bonds obtained by dividing the denomination of the Bond by $5,000 and such Bonds may be redeemed in part. The notice of redemption for Bonds redeemed in part shall state that upon surrender of the Bond to be redeemed a new Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered shall be issued to the Registered Owner thereof. No further interest payment on the Bonds or portions of Bonds called for redemption shall accrue after the date fixed for redemption, whether presented for redemption, provided funds are on hand with the Paying Agent to redeem the same.

If less than all of the Bonds of any maturity shall be called for redemption prior to maturity, unless otherwise provided, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Paying Agent, in such manner as the Paying Agent in its discretion may deem proper, in the principal amounts designated by the Issuer. Upon presentation and surrender of such Bonds at the corporate trust office of the Paying Agent, such Bonds shall be paid and redeemed.

This Bond is registered as to principal and interest and is transferable as provided in the resolutions authorizing the Bonds only upon the books of the Issuer kept for that purpose by the Paying Agent, by the Registered Owner hereof in person or by an agent of the Registered Owner duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or agent thereof and thereupon a new Bond or Bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided

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in the resolutions authorizing the Bonds, and upon payment of the charges, if any, therein provided. The Bonds are issuable in denominations of $5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

It is hereby certified and recited that all acts, conditions and things required to be done, to happen, and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed in due time, form and manner, as required by law.

This Bond shall not be deemed a valid and binding obligation of the Issuer in the absence of authentication by manual execution hereof by the authorized signatory of the Paying Agent.

IN WITNESS WHEREOF, County of Eaton, State of Michigan, by its Board of Commissioners, has caused this Bond to be signed in the name of the Issuer by the manual or facsimile signature of its Chairperson and countersigned by the manual or facsimile signature of its County Clerk as of _____ ___, 2014, and to be manually signed by the authorized signatory of the Paying Agent as of the date set forth below.

COUNTY OF EATON
STATE OF MICHIGAN

Countersigned:

_____
County Clerk

By _____
Chairperson

THRUN LAW FIRM, P.C.

CERTIFICATE OF AUTHENTICATION

Dated:

This Bond is one of the Bonds described herein.

(Name of Bank)
(City, State)
PAYING AGENT

By
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____ _____ the within Bond and does hereby irrevocably constitute and appoint _____ _____ attorney to transfer the Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

_____

_____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular without alteration or any change whatever.

Signature Guaranteed:

_____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

The Paying Agent will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____

_____

_____

(Include information for all joint owners if the Bond is held by joint account.)

PLEASE INSERT SOCIAL SECURITY NUMBER OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

[ ]

(if held by joint account, insert number
for first named transferee)

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BOOK-ENTRY-ONLY **EXHIBIT B**

OFFICIAL NOTICE OF SALE
$5,400,000
COUNTY OF EATON
STATE OF MICHIGAN
2014 WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM REFUNDING BONDS
(CITY OF GRAND LEDGE)
(GENERAL OBLIGATION - UNLIMITED TAX)

BIDS for the purchase of the above 2014 Water Supply and Sewage Disposal System Refunding Bonds (the "Bond" or "Bonds") will be received by County of Eaton, Michigan (the "Issuer") at the _____ _____, Michigan _____, on _____, the ____ day of _____, 2014, until _____ o'clock in the _____, prevailing Eastern Time, at which time and place said bids will be publicly opened and read. BIDS will also be received on the same date and the same hour by an agent of the undersigned at the offices of the Municipal Advisory Council, Buhl Building, 535 Griswold, Suite 1850, Detroit, MI 48226, where the bids will simultaneously be opened and read. Bidders may choose either location to present bids and good faith checks but not at both locations. Award of the bids will be considered by the Board of Commissioners of the Issuer at _____ o'clock in the _____, prevailing Eastern Time, on that date.

FAXED BIDS: Bidders may submit signed bids via facsimile transmission to the Issuer at _____ or the Municipal Advisory Council at (313) 963-0943 provided that the faxed bids are received prior to the time and date fixed for receipt of bids. Bidders submitting faxed bids bear the full risk of failed or untimely transmission of their bids. Bidders are encouraged to confirm the timely receipt of their full and complete bids by telephoning the Issuer at _____ or the Municipal Advisory Council at (313) 963-0420. Bidders submitting bids by fax must satisfy the requirements of the Good Faith Deposit obligations described herein.

ELECTRONIC BIDS may be presented via *PARITY* on the dates and at the times shown above provided that such bidders must also comply with the good faith deposit requirements provided herein. To the extent any instructions or directions set forth in *PARITY* conflict with this Notice, the terms of this Notice shall control. For further information about *PARITY*, potential bidders may contact Stauder, Barch & Associates, Inc. at (734) 668-6688 or *PARITY* at (212) 849-5021.

PURPOSE AND SECURITY: The Bonds are being issued for the purpose of refunding certain prior outstanding obligations of the Issuer (the "Refunded Bonds"). The Bonds of this issue are payable primarily from the proceeds of contractual payments to be paid by the City of Grand Ledge, Eaton County, Michigan (the "City"), to the Board of Public Works of Eaton County (the "Public Works Board") acting for and on behalf of the Issuer, pursuant to a certain contract dated April 1, 2005, between the City and the Public Works Board. By the provisions of the contract and pursuant to authorization provided by law, the City has pledged its full faith and credit for the payment of its contractual payments, and the City shall levy ad valorem taxes within its constitutional, statutory, and charter tax rate limitations. The City does not have the power to levy taxes for the contractual payments in excess of its constitutional, statutory, and charter tax rate limitations to the extent necessary to make such payments. The Issuer has irrevocably pledged for the payment of the Bonds the total contractual payments, which said total contractual payments are established in the amount required to pay the principal of and interest on the Bonds when due. As additional security for the payment of the Bonds, the Issuer, pursuant to the provisions of Act 185, Public Acts of Michigan, 1957, as amended, and a three-fifths (3/5) vote of the members elect of the Issuer's Board of Commissioners, has

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pledged its full faith and credit for the prompt payment of the principal of and interest thereon, and the Issuer shall be obligated to levy as necessary ad valorem taxes within the constitutional and statutory general fund millage rate available to the Issuer. The Issuer does not have the power to levy taxes for the payment of the Bonds in excess of its constitutional and statutory tax rate limitations.

DTC BOOK-ENTRY-ONLY: The Bonds are being initially offered as registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC") under DTC's Book-Entry-Only system of registration. Purchasers of interests in the Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates and ownership by the Beneficial Owners of the Bonds will be evidenced by book-entry-only. As long as Cede & Co. is the registered owner of the Bonds as nominee of DTC, payments of principal and interest payments will be made directly to such registered owner which will in turn remit such payments to the DTC participants for subsequent disbursement to the Beneficial Owners.

BOND DETAILS: Said Bonds will be fully registered Bonds, of the denomination of $5,000 each or multiples thereof up to the amount of a single maturity, dated the date of delivery, numbered in order of issue from 1 upwards and will bear interest from their dated date payable on October 1, 2014, and semiannually thereafter.

The Bonds will mature on April 1 as follows:

Year	Amount	Year	Amount
2015	$ 60,000	2021	$510,000
2016	340,000	2022	520,000
2017	470,000	2023	535,000
2018	480,000	2024	550,000
2019	490,000	2025	565,000
2020	495,000		

TERM BOND OPTION: Bidders shall have the option of designating Bonds as serial bonds or term bonds, or both. The bidder must designate whether each of the principal amounts shown above represent a serial maturity or a mandatory redemption requirement for a term bond maturity. There may be more than one term bond maturity. In any event, the above principal amount schedule shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both. Any such designation must be made within twenty-four (24) hours of the Bond sale.

MATURITY ADJUSTMENT: The aggregate principal amount of this issue is believed to be the amount necessary to provide, in part, adequate funds to retire the Refunded Bonds and transactional costs. The Issuer reserves the right to increase or decrease the aggregate principal amount of the Bonds by not more than $150,000 after receipt of the bids and prior to final award. Such adjustment, if necessary, will be made in increments of $5,000, will not exceed $25,000 per maturity and may be made in any maturity.

ADJUSTMENT TO PURCHASE PRICE: The purchase price of the Bonds will be adjusted proportionately to the adjustment in principal amount of the Bonds and in such manner as to maintain as comparable an underwriter spread as possible to the winning bid.

PAYING AGENT: Principal and interest shall be payable at a bank or trust company qualified to act as a paying agent in Michigan (the "Paying Agent"), or such other Paying Agent as the Issuer may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any change in Paying Agent. In the event the Bonds cease to be held in book entry form only, the Paying Agent will serve as bond registrar and transfer agent, interest shall be paid by check mailed to the owner as shown by

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the registration books of the Issuer as of the close of business on the 15th day of the month preceding any interest payment date and the Bonds will be transferable only upon the registration books of the Issuer kept by the Paying Agent. See "DTC Book-Entry-Only" above.

PRIOR REDEMPTION:

A. Mandatory Redemption.

Principal designated by the original Purchaser of the Bonds as a term maturity shall be subject to mandatory redemption, in part, by lot, at par and accrued interest on the redemption dates corresponding to the maturities hereinbefore scheduled. When term Bonds are purchased by the Issuer and delivered to the Paying Agent for cancellation or are redeemed in a manner other than by mandatory redemption, the principal amount of the term Bonds affected shall be reduced by the principal amount of the Bonds so redeemed or purchased in the order determined by the Issuer.

B. Optional Redemption.

Bonds of this issue are not subject to redemption at the option of the Issuer prior to maturity.

INTEREST RATE AND BIDDING DETAILS: The Bonds shall bear interest at a rate or rates not exceeding 3.5% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one Bond shall be at one rate only. All Bonds maturing in any one year must carry the same interest rate. The difference between the highest and lowest interest rates bid shall not exceed two percent (2%) per annum. THE PURCHASE PRICE OF THE BONDS SHALL BE NOT LESS THAN 99% NOR GREATER THAN 102% OF THE PAR VALUE. THE INTEREST RATE BORNE BY BONDS MATURING IN ANY YEAR SHALL NOT BE LESS THAN THE INTEREST RATE BORNE BY BONDS MATURING IN THE PRECEDING YEAR.

GOOD FAITH: A cashier's check in the amount of two percent (2%) of the par amount of the Bonds may be submitted contemporaneously with the bid or, in the alternative, a deposit in the amount of two percent (2%) of the par amount of the Bonds shall be made by the winning bidder by federal wire transfer as directed by Stauder, Barch & Associates, Inc. to be received by the Issuer not later than noon, prevailing Eastern Time, on the next business day following the award as a guarantee of good faith on the part of the bidder, to be forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the Bonds. Any award made to the low bidder is conditional upon receipt of the good faith deposit. The good faith deposit will be applied to the purchase price of the Bonds. In the event the Purchaser fails to honor its accepted bid, the good faith deposit will be retained by the Issuer. No interest shall be allowed on the good faith deposit. Payment for the balance of the purchase price of the Bonds shall be made at the closing. Good faith checks of unsuccessful bidders will be returned by overnight delivery for next day receipt sent not later than the first business day following the sale.

AWARD OF BONDS: The Bonds will be awarded to the bidder whose bid produces the lowest true interest cost which is the rate that will discount all future cash payments so that the sum of the present value of all cash flows will equal the Bond proceeds computed from _____, 2014.

LEGAL OPINION: Bids shall be conditioned upon the unqualified approving opinion of Thrun Law Firm, P.C., East Lansing, Michigan, bond counsel, the original of which will be furnished without expense to the Purchaser of the Bonds at the delivery thereof. The fees of Thrun Law Firm, P.C. for services rendered in connection with such approving opinion are expected to be paid from Bond proceeds. Except to the extent necessary to issue its approving opinion as to the validity of the above Bonds, Thrun Law Firm, P.C. has not been requested to examine or review, and has not examined or reviewed, any financial

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documents, statements or other materials that have been or may be furnished in connection with the authorization, marketing or issuance of the Bonds and, therefore, has not expressed and will not express an opinion with respect to the accuracy or completeness of any such financial documents, statements or materials.

TAX MATTERS: In the opinion of bond counsel, assuming continued compliance by the Issuer with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Bonds is excluded from gross income for federal income tax purposes, as described in the opinion, and the Bonds and interest thereon are exempt from all taxation in the State of Michigan, except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof. The Issuer has designated the Bonds as **"QUALIFIED TAX-EXEMPT OBLIGATIONS"** within the meaning of the Code, and has covenanted to comply with those requirements of the Code necessary to continue the exclusion of interest on the Bonds from gross income for federal income tax purposes.

OFFICIAL STATEMENT: Upon the sale of the Bonds, the Issuer will publish an Official Statement in substantially the same form as the Preliminary Official Statement, subject to minor additions, deletions and revisions as required to complete the Preliminary Official Statement. Promptly after the sales date, but in no event later than seven (7) business days after such date, the Issuer will provide the successful bidder with a reasonable number of final Official Statements. Such final Official Statements may be obtained without cost to the successful bidder in a reasonable amount from the financial consultant as set forth herein. The successful bidder agrees to supply to the Issuer all necessary pricing information and any underwriter identification necessary to complete the Official Statement within twenty-four (24) hours after the award of Bonds. Additional copies of the final Official Statement may be obtained up to three months following the sale of the Bonds by a request and payment of costs to the financial consultant. The Issuer agrees to provide to the successful bidder at closing a certificate executed by appropriate officers of the Issuer acting in their official capacities, to the effect that as of the date of delivery the information contained in the Official Statement, and any supplement to the Official Statement, relating to the Issuer and the Bonds are true and correct in all material respects, and that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

CONTINUING DISCLOSURE: As more particularly described in the Official Statement, the Issuer will agree in the bond resolution or sales resolution to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, (i) on or prior to the 180th day after the end of the fiscal year of the Issuer, commencing with the fiscal year ended _____, 20__, certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the Bonds, (ii) timely notice of the occurrence of certain significant events with respect to the Bonds and (iii) timely notice of a failure by the Issuer to provide the required annual financial information on or before the date specified in (i) above.

CERTIFICATE REGARDING "ISSUE PRICE": The successful bidder will be required to furnish, prior to the delivery of the Bonds, a certificate in a form acceptable to bond counsel as to the "issue price" of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended. In addition, if the successful bidder will obtain a municipal bond insurance policy or other credit enhancement for the Bonds in connection with their original issuance, the successful bidder will be required, as a condition of delivery of the Bonds, to certify whether the premium therefor will be less than the present value of the interest expected to be saved as a result of such insurance or other credit enhancement. The form of an acceptable certificate will be provided by bond counsel.

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DELIVERY OF BONDS: The Issuer will furnish Bonds ready for execution at its expense. Bonds will be delivered without expense to the Purchaser at a place to be mutually agreed upon with the Purchaser. The usual closing documents, including a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of the delivery of the Bonds. If the Bonds are not tendered for delivery by noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if the 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the Bonds, withdraw the proposal by serving notice of cancellation in writing, on the undersigned, in which event the Issuer shall promptly return the good faith deposit. Accrued interest to the date of delivery of the Bonds shall be paid by the Purchaser at the time of delivery. Payment for the Bonds shall be made in federal reserve funds. Unless the Purchaser furnishes the Paying Agent with a list giving the denominations and names in which it wishes to have the certificates issued at least five (5) business days prior to delivery of the Bonds, the Bonds will be delivered in the form of a single certificate for each maturity registered in the name of the Purchaser.

CUSIP numbers will be imprinted on the Bonds at the expense of the Issuer. An improperly imprinted number or failure to print CUSIP numbers shall not constitute basis for the Purchaser to refuse to accept delivery of the Bonds. The Purchaser shall be responsible for requesting assignment of numbers and for the payment of any charges for the assignment of numbers. If the Purchaser requires CUSIP numbers on the Bonds, the Purchaser shall request assignment of CUSIP numbers for the Bonds and provide the numbers to Stauder, Barch & Associates, Inc. and Thrun Law Firm, P.C., within forty-eight (48) hours of the bond sale.

FURTHER INFORMATION may be obtained from Stauder, Barch & Associates, Inc., 3989 Research Park Drive, Ann Arbor, Michigan 48108. Telephone: (734) 668-6688.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES containing the bids should be plainly marked "Proposal for County of Eaton, Michigan 2014 Water Supply and Sewage Disposal System Refunding Bonds."

_____

Eaton County Clerk

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EXHIBIT C

FORM OF
CONTINUING DISCLOSURE AGREEMENT

$_____
COUNTY OF EATON
STATE OF MICHIGAN
2014 WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM REFUNDING BONDS
(CITY OF GRAND LEDGE)
(GENERAL OBLIGATION - UNLIMITED TAX)

This Continuing Disclosure Agreement (the "Agreement") is executed and delivered by County of Eaton, State of Michigan (the "Issuer"), in connection with the issuance of $_____ 2014 Water Supply and Sewage Disposal System Refunding Bonds (City of Grand Ledge) (General Obligation - Unlimited Tax) (the "Bonds"). The Bonds are being issued pursuant to resolutions adopted by the Board of Commissioners of the Issuer on January 15, 2014, and _____, 2014 (the "Resolutions"). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Agreement is being executed and delivered by the Issuer for the benefit of the Bondholders and in order to assist the Participating Underwriters in complying with the Rule. The Issuer acknowledges that this Agreement does not address the scope of any application of Rule 10b-5 promulgated by the SEC pursuant to the 1934 Act to the Annual Reports or notices of the Listed Events provided or required to be provided by the Issuer pursuant to this Agreement.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Agreement.

"Bondholder" means the registered owner of a Bond or any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including any person holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

"Dissemination Agent" means any agent designated as such in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation, and such agent's successors and assigns.

"EMMA" shall mean the MSRB's Electronic Municipal Market Access which provides continuing disclosure services for the receipt and public availability of continuing disclosure documents and related information required by Rule 15c2-12 promulgated by the SEC.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"1934 Act" shall mean the Securities Exchange Act of 1934, as amended.

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"Official Statement" shall mean the final Official Statement for the Bonds dated _____, 2014.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Resolution" shall mean the resolutions duly adopted by the Issuer authorizing the issuance, sale and delivery of the Bonds.

"Rule" shall mean Rule 15c2-12 promulgated by the SEC pursuant to the 1934 Act, as the same may be amended from time to time.

"SEC" shall mean the Securities and Exchange Commission.

"State" shall mean the State of Michigan.

"State Repository" shall mean any public or private repository or entity designated by the State as a state repository for the purpose of the Rule and recognized as such by the SEC. Currently, the following is the State Repository:

Municipal Advisory Council of Michigan
Buhl Building
535 Griswold, Suite 1850
Detroit, Michigan 48226
Tel: (313) 963-0420
Fax: (313) 963-0943
E-Mail: mac@macmi.com

SECTION 3. Provision of Annual Reports.

(a) Each year, the Issuer shall provide, or shall cause the Dissemination Agent to provide, on or prior to the 180th day after the end of the fiscal year of the Issuer commencing with the fiscal year ending _____, 20__, to EMMA and the State Repository an Annual Report for the preceding fiscal year which is consistent with the requirements of Section 4 of this Agreement. Currently, the Issuer's fiscal year ends on _____. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by specific reference other information as provided in Section 4 of this Agreement; provided, however, that if the audited financial statements of the Issuer are not available by the deadline for filing the Annual Report, they shall be provided when and if available, and unaudited financial statements in a format similar to the financial statements contained in the Official Statement shall be included in the Annual Report.

(b) The Annual Report shall be submitted to EMMA either through a web-based electronic submission interface or through electronic computer-to-computer data connections with EMMA in accordance with the submission process, document format and configuration requirements established by the MSRB. The Annual Report shall also include all related information required by MSRB to accurately identify: (i) the category of information being provided; (ii) the period covered by the Annual Report; (iii) the issues or specific securities to which the Annual Report is related (including CUSIP number, Issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate); (iv) the name of any obligated person other than the Issuer; (v) the name and date of the document; and (vi) contact information for the Dissemination Agent or the Issuer's submitter.

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(c) If the Issuer is unable to provide to EMMA an Annual Report by the date required in subsection (a), the Issuer shall send a notice in a timely manner to the MSRB and to the State Repository in substantially the form attached as Appendix A.

(d) If the Issuer's fiscal year changes, the Issuer shall send a notice of such change to the MSRB and to the State Repository in substantially the form attached as Appendix B. If such change will result in the Issuer's fiscal year ending on a date later than the ending date prior to such change, the Issuer shall provide notice of such change to the MSRB and to the State Repository on or prior to the deadline for filing the Annual Report in effect when the Issuer operated under its prior fiscal year. Such notice may be provided to the MSRB and to the State Repository along with the Annual Report, provided that it is filed at or prior to the deadline described above.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) audited financial statements of the Issuer prepared pursuant to State laws, administrative rules and guidelines and pursuant to accounting and reporting policies conforming in all material respects to generally accepted accounting principles as applicable to governmental units as such principles are prescribed, in part, by the Financial Accounting Standards Board and modified by the Government Accounting Standards Board and in effect from time to time; and

(b) additional annual financial information and operating data as set forth in the Official Statement under "CONTINUING DISCLOSURE".

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which previously have been provided to each of the Repositories or filed with the SEC. If the document included by specific reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) The Issuer covenants to provide, or cause to be provided, notice in a timely manner not in excess of ten business days of the occurrence of any of the following events with respect to the Bonds in accordance with the Rule:

(1) principal and interest payment delinquencies;
(2) non-payment related defaults, if material;
(3) unscheduled draws on debt service reserves reflecting financial difficulties;
(4) unscheduled draws on credit enhancements reflecting financial difficulties;
(5) substitution of credit or liquidity providers, or their failure to perform;
(6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
(7) modifications to rights of security holders, if material;
(8) bond calls, if material, and tender offers;
(9) defeasances;
(10) release, substitution, or sale of property securing repayment of the securities, if material;
(11) rating changes;

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(12) bankruptcy, insolvency, receivership or similar event of the obligated person;

(13) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall as soon as possible determine if such event would constitute material information for the Bondholders, provided, that any event other than those listed under Section 5(a)(1), (3), (4), (5), (9), (11) (only with respect to any change in any rating on the Bonds) or (12) above will always be deemed to be material. Events listed under Section 5(a)(6) and (8) above will always be deemed to be material except with respect to that portion of those events which must be determined to be material.

(c) The Issuer shall promptly cause a notice of the occurrence of a Listed Event, determined to be material in accordance with the Rule, to be electronically filed with EMMA and with the State Repository together with a significant event notice cover sheet substantially in the form attached as Appendix C. In connection with providing a notice of the occurrence of a Listed Event described in Section 5(a)(9) above, the Issuer shall include in the notice explicit disclosure as to whether the Bonds have been escrowed to maturity or escrowed to call, as well as appropriate disclosure of the timing of maturity or call.

(d) The Issuer acknowledges that the "rating changes" referred to above in Section 5(a)(11) of this Agreement may include, without limitation, any change in any rating on the Bonds or other indebtedness for which the Issuer is liable.

(e) The Issuer acknowledges that it is not required to provide a notice of a Listed Event with respect to credit enhancement when the credit enhancement is added after the primary offering of the Bonds, the Issuer does not apply for or participate in obtaining such credit enhancement, and such credit enhancement is not described in the Official Statement.

SECTION 6. Termination of Reporting Obligation.

(a) The Issuer's obligations under this Agreement shall terminate upon the legal defeasance of the Resolution or the prior redemption or payment in full of all of the Bonds.

(b) This Agreement, or any provision hereof, shall be null and void in the event that the Issuer (i) receives an opinion of nationally recognized bond counsel, addressed to the Issuer, to the effect that those portions of the Rule, which require such provisions of this Agreement, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, amended or modified, or are otherwise deemed to be inapplicable to the Bonds, as shall be specified in such opinion, and (ii) delivers notice to such effect to the MSRB, and to the State Repository, if any.

SECTION 7. Dissemination Agent. The Issuer, from time to time, may appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

SECTION 8. Amendment. Notwithstanding any other provision of this Agreement, this Agreement may be amended, and any provision of this Agreement may be waived to the effect that:

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(a) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, a change in law or a change in the identity, nature or status of the Issuer, or the types of business in which the Issuer is engaged;

(b) this Agreement as so amended or taking into account such waiver, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, in the opinion of independent legal counsel; and

(c) such amendment or waiver does not materially impair the interests of the Bondholders, in the opinion of independent legal counsel.

If the amendment or waiver results in a change to the annual financial information required to be included in the Annual Report pursuant to Section 4 of this Agreement, the first Annual Report that contains the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of such change in the type of operating data or financial information being provided. If the amendment or waiver involves a change in the accounting principles to be followed in preparing financial statements, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared based on the new accounting principles and those prepared based on the former accounting principles. The comparison should include a qualitative discussion of such differences and the impact of the changes on the presentation of the financial information. To the extent reasonably feasible, the comparison should also be quantitative. A notice of the change in the accounting principles should be sent by the Issuer to the MSRB and to the State Repository. Further, if the annual financial information required to be provided in the Annual Report can no longer be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be included in the first Annual Report that does not include such information.

SECTION 9. Additional Information. Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Agreement, the Issuer shall have no obligation under this Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Agreement, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Agreement. A default under this Agreement shall not be deemed an Event of Default under the Resolution or the Bonds, and the sole remedy under this Agreement in the event of any failure of the Issuer to comply with the Agreement shall be an action to compel performance.

SECTION 11. Duties of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement.

SECTION 12. Beneficiaries. This Agreement shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters, and the Bondholders and shall create no rights in any other person or entity.

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SECTION 13. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of this Agreement shall be instituted in a court of competent jurisdiction in the State. Notwithstanding the foregoing, to the extent this Agreement addresses matters of federal securities laws, including the Rule, this Agreement shall be construed and interpreted in accordance with such federal securities laws and official interpretations thereof.

COUNTY OF EATON
STATE OF MICHIGAN

By:_____
Its: County Treasurer

Dated: _____, 2014

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APPENDIX A

NOTICE TO THE MSRB AND TO THE STATE REPOSITORY
OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: County of Eaton, Michigan

Name of Bond Issue: 2014 Water Supply and Sewage Disposal System Refunding Bonds (City of Grand Ledge) (General Obligation - Unlimited Tax)

Date of Bonds: _____, 2014

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of its Continuing Disclosure Agreement with respect to the Bonds. The Issuer anticipates that the Annual Report will be filed by _____.

COUNTY OF EATON
STATE OF MICHIGAN

By:_____
Its: County Treasurer

Dated: _____

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APPENDIX B

NOTICE TO THE MSRB AND THE STATE REPOSITORY
OF CHANGE IN ISSUER'S FISCAL YEAR

Name of Issuer: County of Eaton, Michigan

Name of Bond Issue: 2014 Water Supply and Sewage Disposal System Refunding Bonds (City of Grand Ledge) (General Obligation - Unlimited Tax)

Date of Bonds: _____, 2014

NOTICE IS HEREBY GIVEN that the Issuer's fiscal year has changed. Previously, the Issuer's fiscal year ended on _____. It now ends on _____.

COUNTY OF EATON
STATE OF MICHIGAN

By:_____
Its: County Treasurer

Dated: _____

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APPENDIX C

SIGNIFICANT EVENT NOTICE COVER SHEET

This cover sheet and significant event notice should be provided in an electronic format to the Municipal Securities Rulemaking Board and the State Repository pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or other Obligated Person's Name: _____

Issuer's Six-Digit CUSIP Number(s): _____

or Nine-Digit CUSIP Number(s) to which this significant event notice relates: _____

Number of pages of attached significant event notice: _____

Description of Significant Events Notice (Check One):

1. _____ Principal and interest payment delinquencies
2. _____ Non-payment related defaults
3. _____ Unscheduled draws on debt service reserves reflecting financial difficulties
4. _____ Unscheduled draws on credit enhancements reflecting financial difficulties
5. _____ Substitution of credit or liquidity providers, or their failure to perform
6. _____ Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security
7. _____ Modifications to rights of security holders
8. _____ Bond calls
9. _____ Tender offers
10. _____ Defeasances
11. _____ Release, substitution, or sale of property securing repayment of the securities
12. _____ Rating changes
13. _____ Bankruptcy, insolvency, receivership or similar event of the obligated person
14. _____ The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms
15. _____ Appointment of a successor or additional trustee or the change of name of a trustee
16. _____ Other significant event notice (specify) _____

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature: _____

Name: _____ Title: _____

Employer: _____

Address: _____

City, State, Zip Code: _____

Voice Telephone Number (_____)_____

The MSRB Gateway is www.msrb.org or through the EMMA portal at emma.msrb.org/submission/Submission_Portal.aspx. Contact the MSRB at (703) 797-6600 with questions regarding this form or the dissemination of this notice. The cover sheet and notice may also be faxed to the MAC at (313) 963-0943.

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EATON COUNTY BOARD OF COMMISSIONERS

January 15, 2014

RESOLUTION AUTHORIZING AGREEMENTS WITH REMONUMENTATION SURVEYORS FOR RESEARCH AND SURVEYING REQUIRED UNDER THE EATON COUNTY MONUMENTATION AND REMONUMENTATION PLAN FOR THE 2014 GRANT YEAR

Introduced by the Ways and Means Committee

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

WHEREAS, the Eaton County Board of Commissioners has adopted a Monumentation and Remonumentation Plan for Eaton County; and

WHEREAS, the Monumentation and Remonumentation Plan for Eaton County was subsequently approved by the State Survey and Remonumentation Commission; and

WHEREAS, Eaton County is required to have an approved plan in order to apply and receive grant money which is available for this grant project; and

WHEREAS, the County Representative administering the Eaton County plan has contacted all known surveyors working within Eaton County; and

WHEREAS, all interested surveyors at this time have submitted resumes and proposed fees for research and surveying requirements under the Eaton County plan; and

WHEREAS, the recommended Remonumentation Surveyors and contract amounts are listed on Addendum A attached to this resolution; and

WHEREAS, pursuant to Public Act 345 of 1990, known as the "State Survey and Remonumentation Act", authorizes Eaton County to contract with a licensed surveyor under the terms and conditions established in the agreement.

THEREFORE BE IT RESOLVED, that the Eaton County Board of Commissioners does hereby authorize agreements with the Remonumentation Surveyors listed on Addendum A for the Eaton County Project.

BE IT FURTHUR RESOLVED, that the Chairperson of the Board of Commissioners and the County Clerk are authorized to sign the agreements with the Remonumentation Surveyors. Carried.

_____

Diana Bosworth,
Clerk of the Board of Commissioners

Addendum A

EATON COUNTY REMONUMENTATION SURVEYORS FOR THE 2014 GRANT YEAR

Bumstead Land Surveys 318 West Lovett # 3 Charlotte, MI 48813	(Anthony Bumstead)	$10,700.00
Carr & Associates P.L.C. PO Box 2369 Battle Creek, MI 49016	(Robert R. Carr)	$10,700.00
Enger Surveying & Engineering P.O. Box 87 Mason, MI 48854-0087	(Ron Enger)	$10,700.00
Geodetic Design, Inc 2300 N. Grand River Ave Lansing, MI 48906	(Gilbert Barish)	$10,700.00
Ron Helsel Land Surveying 219 Riverview Dr Dewitt, MI 48820	(Ron Helsel)	$10,700.00
David R. Lohr Surveying Co. 6014 Chesapeake Drive Lansing, MI 48911-5013	(David R. Lohr)	$10,700.00
Reynolds Heritage Land Surveying and Mapping 138 W State Street Hastings, MI 49058	(Brian Reynolds)	$10,700.00
Wolverine Engineering & Surveyors, Inc. 312 North Street Mason, MI 48854	(Greg Vaughn)	$10,700.00