

EATON COUNTY BOARD OF COMMISSIONERS
WEDNESDAY, JANUARY 20, 2021 AGENDA
TO BE HELD VIRTUALLY

- I. Call to Order – 7:00 P.M.
- II. Pledge of Allegiance to the Flag
- III. Invocation
- IV. Roll Call
- V. Agenda Additions or Changes
- VI. Communications
- VII. Retirement Recognition Resolutions
- VIII. Limited Public Comment
- IX. COMMITTEE REPORTS AND RESOLUTIONS
 - A. HEALTH AND HUMAN SERVICES COMMITTEE – Commissioner Mott
 - B. PUBLIC SAFETY COMMITTEE – Commissioner Barnes
 - 1. Resolution to Approve Animal Control Grant Application
 - 2. Resolution to Approve Dispatch Tower Lease Agreement
 - C. INFORMATION TECHNOLOGY & COMMUNICATION COMMITTEE – Commissioner Ridge
 - D. PUBLIC WORKS AND PLANNING COMMITTEE – Commissioner Lautzenheiser
 - 1. Resolution to Approve Alternative Parks Annual Fee
 - E. WAYS & MEANS COMMITTEE - Commissioner Mulder
 - 1. 2021 Borrowing Resolution (2020 Delinquent Taxes)
 - 2. Resolution Authorizing 2021 Administrative Fund
 - 3. Resolution to Approve an Application for a Farmland and Open Space Developmental Rights Agreement – Webb - Walton Township
 - 4. Resolution to Approve an Application for a Farmland and Open Space Developmental Rights Agreement – Webb – Bellevue Township
 - 5. Resolution to Approve an Application for a Farmland and Open Space Developmental Rights Agreement – Webb – Kalamo Township
 - 6. Resolution to Approve an Application for a Farmland and Open Space Developmental Rights Agreement – Armbruster
 - 7. Resolution to Appoint County Remonumentation Representative and Related Contract
 - 8. Resolution Authorizing Agreements with Remonumentation Surveyors for the 2021 Grant Year
 - 9. Claims and Purchases
- X. Limited Public Comment
- XI. Commissioner Comment
- XII. Unfinished Business
- XIII. Old Business
- XIV. New Business
- XV. Adjourn to Wednesday, February 17, 2021 regular meeting at 7:00 p.m.

EATON COUNTY BOARD OF COMMISSIONERS

January 20, 201

**RESOLUTION TO AUTHORIZE APPLICATION FOR ANIMAL CONTROL
STERILIZATION GRANT**

Introduced by the Public Safety Committee

WHEREAS, Two Seven Oh Inc., a private non-profit foundation has grant funds available; and

WHEREAS, Eaton County Animal Control is interested in applying for a grant through this foundation to provide sterilization to animals prior to their adoption from the shelter; and

WHEREAS, the grant will provide up to \$20,000 for this purpose for the six (6) month period beginning April 1, 2021; and

WHEREAS, the Public Safety Committee has reviewed and is recommending approval of this grant application.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes the submission of the grant application as stated above; 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 granting agency; and

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners be authorized to sign any necessary documents.

EATON COUNTY BOARD OF COMMISSIONERS

JANUARY 20, 2021

**RESOLUTION TO APPROVE CENTRAL DISPATCH TOWER
LEASE AGREEMENT– OLIVET COMMUNITY SCHOOLS**

Introduced by the Public Safety Committee

WHEREAS, the County, owns a communication tower located at 4205 Butterfield Hwy, Olivet, Michigan; and

WHEREAS, Olivet Community Schools has radio equipment located on the tower; and

WHEREAS, parties have negotiated the attached lease agreement to reflect the parties' responsibilities related to said equipment; and

WHEREAS, the Public Safety Committee has reviewed the attached lease agreement amendment between the County and Olivet Community Schools and is recommending its approval.

NOW, THEREFORE, BE IT RESOLVED, the Eaton County Board of Commissioners approves the execution of the proposed tower lease agreement between the County and Olivet Community Schools; and

BE IT FURTHER RESOLVED, the Chairman of the Board of Commissioners is authorized to execute said agreement for the County.

LEASE

This Lease (the "Lease") is made as of the _____ day of January, 2021 between Eaton County (the "Lessor"), a Michigan County, whose address is _____ and Olivet Community Schools (the "Lessee"), a Michigan general powers school district, whose address is 255 First Street Olivet, Michigan 49076.

RECITALS

- A. Lessee is the owner, operator and licensee of FCC licensed station WQKC334.
- B. Lessor Eaton County is the owner of a communications tower located at 4205 West Butterfield Highway, Olivet, Michigan 49076
- C. Lessor desires to lease to Lessee and Lessee desires to lease from Lessor space at the Lessor's communications tower, which is further described in Exhibit 1 (the "Leased Site"), for Lessee's Station Equipment.

WITNESSETH

1. TERM. The initial ten-year term of this Lease shall be deemed to have commenced on _____, 2021 and shall end on _____, 2031 (the "Initial Term"). This Lease shall renew automatically for an additional term of ten years (the "Renewal Term"), unless Lessee gives notice of non-renewal to Lessor not less than 90 days prior to the expiration of the Initial Term. Notwithstanding anything herein to the contrary, the Lease may be terminated (a) by Lessee upon 90 days' notice to Lessor.
 2. RENT. The Lessee is a not-for-profit local unit of government. The station (WQKC334) is part of the Lessee's radio system utilized for routine and emergency communication within and between school buildings, as well as with busses used for the transportation of students. Therefore, rent is One Dollar (\$1.00). As additional consideration for the Property, the Lessor recognizes the benefit the Lessee's operation of the tower provides to the community and the Lessor.
 3. USES OF LESSOR'S PROPERTY. The Lessee's repeater and transmit combiner port equipment and related accessories (collectively the "Station Equipment") purchased by the Lessee and installed at the Lessor's communications tower will at all times remain the property of the Lessee. Lessee shall use the Station Equipment and Lessor's Property only for operation of the Lessee Station. Such operations shall be conducted in accordance with the standards imposed by the Federal Communications Commission and any other body with authority over such transmission and operation.

Lessor operates public safety communication equipment on the Lessor's property, and may add other public safety communication equipment in the future. Any interference caused by the Lessee's operation to the currently existing or future public safety communications equipment shall be the Lessee's responsibility to

reasonably resolve at the Lessee's expense. If such interference occurs and is not reduced to levels reasonably acceptable to Lessor, Lessee shall promptly cause the cessation of the offending non-public safety Lessee's operation(s) causing interference to Lessor's transmission. As an alternative to enforcing Lessee's obligation to cause the cessation of the interference, Lessor may elect to terminate this Lease and remove the Station Equipment by giving 90 days' prior written notice to Lessee. If Lessee terminates and removes the Station Equipment pursuant to this provision, it has no further obligation to Lessor.

The sidewalks, entrances, parking areas and other common areas of the building and structure in and upon which the Leased Site is located shall not be obstructed or encumbered by Lessee or used for any Purpose other than ingress and egress to and from the Lessor's Property or for any purpose other than their normal use. Notwithstanding the foregoing, the Lessee may use the parking areas surrounding the Leased Site to enable Lessee to operate, maintain and monitor the Station Equipment.

4. PERMITS. Lessee shall obtain, at its own expense, any and all licenses or permits from such governmental body or agency as shall have jurisdiction in connection with the installation, repair, alteration or replacement of Station Equipment or with any activities of Lessee on the Lessor's Property and shall abide by the terms and provisions of such licenses and permits. If for any reason any governmental agency shall fail or refuse to issue, extend or renew a license or permit to Lessee or to Lessor to continue using the Leased Site for its intended purposes, then and in that event this Lease may be terminated by Lessee or by Lessor, as the case may be, giving 90 days' notice in writing, and the Lessee shall remove the Station Equipment.
5. LESSEE'S RIGHT OF ACCESS. Lessor hereby grants to Lessee a non-exclusive right of access at all times to the Lessor's Property to the extent reasonably necessary to enable Lessee to house, operate, maintain and monitor its equipment.
6. UTILITIES. Lessor shall not be liable for failure to supply electricity to the Leased Site, or for any interruption or deficiency thereof, due to any reason beyond Lessor's control.
7. TAXES. Lessor shall pay all real estate taxes, assessments or levies assessed or imposed against the land on which the Lessor's Property is located, and all taxes which may be assessed against the Leased Site and any buildings thereon. Lessee shall pay all personal property and other taxes assessed or imposed against Lessee's equipment or material located on the Lessor's Property.
8. INSURANCE. Lessee shall assume responsibility for any damage caused directly by its operations at the site. Lessee shall procure and maintain comprehensive public liability-insurance, naming Lessor as an insured as its interest shall appear,

covering all of Lessee's operations and activities on the Lessor's Property and on Lessor's land, including but not limited to the operations of outside contractors and the operation of vehicles and equipment, with limitations of not less than \$500,000 for any injury to or death of any one person(s) and \$300,000 for property damage. Each of the foregoing limitations shall be for each occurrence and shall not be an aggregate limit in the policy. Lessee shall also cause any outside contractors to procure Workers Compensation Insurance and to procure Comprehensive Public Liability Insurance complying with the section herein. A copy of the insurance policies shall be furnished to Lessor.

9. MAINTENANCE OF LESSOR'S PROPERTY. Lessor shall provide to the Lessor's Property (but not to Lessee's equipment housed thereon) all necessary maintenance and repairs, provided, however that when such maintenance and repair is made necessary by or because of the fault or gross negligence of Lessee (reasonable wear and tear excepted), Lessee shall reimburse Lessor for the reasonable cost thereof.

Lessee, at its own expense, shall carry out the maintenance of its property, including, but not by way of limitation, the electrical and mechanical maintenance of the Station Equipment, but shall not be responsible for the painting of the Lessor's Property or the maintenance of lights thereon. Notwithstanding the foregoing, when such equipment maintenance and repair is made necessary by or because of the fault or gross negligence of Lessor (reasonable wear and tear excepted), Lessor shall reimburse Lessee for the reasonable cost thereof. Lessee will conduct all reasonable equipment maintenance that it believes is necessary to ensure that at all times Lessee's Station Equipment is in conformance with the requirements of the Federal Communications Commission and all other public authorities with jurisdiction over Lessee.

10. PROPERTY DAMAGE. In the event that the Lessor's Property is destroyed or damaged by fire, lightning, windstorm, explosion, collapse, aircraft or other vehicle damage or other casualty, Lessor shall reconstruct or repair the Lessor's Property to such good condition as existed before the destruction or damage and give possession to Lessee of the same space leased hereunder, unless within 30 days after such damages or destruction Lessor provides written notice to Lessee of Lessor's decision not to rebuild or repair the Lessor's Property. In the event Lessor provides such notice, the Lease shall be deemed to be terminated as of the date of the subject destruction or damage. If the Leased Site is in need of such repair or is so damaged by fire, lightning, windstorm, explosion, collapse, aircraft or other vehicle, or other casualty that reconstruction or repair cannot reasonably be undertaken without dismantling or removing some or all of the Station Equipment, then Lessor may remove, at the Lessor's cost, Lessee's Station Equipment, if necessary, and interrupt broadcasting activity, but must have the Station Equipment reinstalled as soon as reasonably possible. In such a situation, Lessor will adequately store the Station Equipment at a secure location and will be responsible for any damage to the Station Equipment (reasonable wear and tear excepted). The Lessor will promptly deliver this Station Equipment to the Lessee at a mutually

agreeable location upon Lessee's request for the same. Lessee will also be afforded the right to install temporary facilities, if available, pending repairs without interfering in any way with the construction, rebuilding or operation of Lessor's facilities.

11. EMINENT DOMAIN. If the land upon which the Leased Site is located is acquired or condemned by any public authority under the power of eminent domain, then the terms of this Lease shall cease and be terminated as of the date title shall have vested in public authority. Lessor shall be entitled to the entire amount of any condemnation award, except Lessee shall be entitled to make claim for and retain a condemnation award based on and attributable to the expense and damage of removing its fixtures.
12. ASSIGNMENT. This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Without the express written consent of Lessor, which consent will not be unreasonably withheld, Lessee shall not assign, mortgage or encumber this Lease, sublet the Leased Site or permit the Leased Site or any part thereof to be used by others. Notwithstanding the foregoing sentence, Lessee, without the prior consent of Lessor, may assign its rights and obligations under this Lease to any subsequent licensee of the Station, provided that such assignee assumes, as evidenced in a writing delivered to Lessor, the obligations of Lessee hereunder. No such assignment shall serve to release or relieve any predecessor Lessee from its obligations hereunder.
13. ENTIRE AGREEMENT AND SEVERABILITY. This Lease contains the entire agreement between the parties and cannot be changed or terminated orally. If any provisions of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.
14. RIGHT OF LESSEE TO REMOVE ITS EQUIPMENT IN EVENT OF TERMINATION. In the event either party terminates this Lease in accordance with the provisions herein, Lessee shall be permitted to remove the Station Equipment from the Lessor's Property within 30 days of such termination. Such removal shall be conducted in accordance with the pertinent requirements of this Lease. Lessor may remove such Station Equipment at Lessee's reasonable expense after the expiration of the 30-day period.
15. LESSOR'S GRANT OF RIGHTS. Nothing in this agreement shall be construed as in any way limiting the right of Lessor to lease, sell or grant rights for the use of any of its land, tower or other property to any person, including any other radio or television station, either temporarily or permanently, so long as the use thereof by such other person does not in any way interfere with Lessee's operation of its facilities hereunder and such use is subject to Section 3 hereof.
16. WAIVER. Failure of any party to complain of any act or omission on the part of any other party in breach or default of this Lease, no matter how long the same may

continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by any party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of the Lease or a consent to any subsequent breach of the same or other provisions.

17. NOTICES. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given upon personal delivery, which may include delivery by an overnight courier service such as FedEx or four days after being mailed by registered or certified mail, return receipt requested, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Lessee:

Olivet Community Schools
Attn: Superintendent of Schools
255 First Street
Olivet, MI 49076

If to Lessor:

Eaton County Controller's Office
1045 Independence Blvd.
Charlotte, MI 48813

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section.

20. ENTIRE AGREEMENT. This Lease and all exhibits hereto represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersede all prior negotiations between such parties, and can be amended, supplemented or changed only by an agreement in writing which makes specific reference to this Lease and which is signed by the party against whom enforcement of any such amendment, supplement or modification is sought.
21. GOVERNING LAW. This Lease shall be construed in accordance with and governed by the laws of the State of Michigan.

WITNESS WHEREOF, the undersigned parties warranting that each is fully authorized and empowered to do so, hereby execute these presents intending to bind their respective principals, assigns, successors, heirs and legal representatives thereby.

LESSOR: EATON COUNTY

By: _____

Jeremy Whittum

Its: Chair, Board of Commissioners

Date: _____

STATE OF MICHIGAN)

) ss.

COUNTY OF EATON)

On this _____ day of _____, 2021, before me personally appeared Jeremy Whittum, Chair, Eaton County Board of Commissioners, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same as their free act and deed.

Notary Public, State of Michigan, County of _____
My commission expires on: _____
Acting in the County of: _____

LESSEE: OLIVET COMMUNITY SCHOOLS

By: _____

Richard Ames

Its: Interim Superintendent of Schools

Date: _____

STATE OF MICHIGAN)

) ss.

COUNTY OF EATON)

On this _____ day of _____, 2021, before me personally appeared Richard Ames, Interim Superintendent of Schools, Olivet Community Schools, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same as their free act and deed.

Notary Public, State of Michigan, County of _____

My commission expires on: _____

Acting in the County of: _____

EATON COUNTY BOARD OF COMMISSIONERS

January 20, 2021

**RESOLUTION TO APPROVE INTERGOVERNMENTAL AGREEMENT FOR
POLICE SERVICES – MAPLE VALLEY SCHOOLS**

Introduced by the Public Safety Committee

WHEREAS, Maple Valley School District is interested in entering into a contract with the County and Sheriff to provide for police services to provide a School Resource Officer for the schools within the District on a per diem basis for the 2020-2021 school year; and

WHEREAS, the proposed intergovernmental agreement (attached) has been developed to provide a school resource officer to the school buildings within the District; and

WHEREAS, the Public Safety has reviewed the attached agreement between the County and Maple Valley School District for said purpose and is recommending its approval.

NOW, THEREFORE, BE IT RESOLVED, the Eaton County Board of Commissioners approves the proposed agreement with Maple Valley School District; and

BE IT FURTHER RESOLVED, the Chairman of the Board of Commissioners is authorized to execute said agreement for the County.



EATON COUNTY OFFICE OF THE SHERIFF

INTER- LOCAL AGREEMENT FOR LOCAL POLICE SERVICES

This agreement is entered into by and between the Maple Valley School District (Hereafter referred to as Maple Valley Schools), and The Eaton County Sheriff's Office and The Eaton County Board of Commissioners (Hereafter referred to as The Sheriff's Office). The term of this Agreement shall begin on January 1, 2021 and shall continue on a monthly basis through the last day of the 2020/2021 school year.

With approval of the Maple Valley School District Board and the Eaton County Board of Commissioners, the specific terms of this Contract are as follows:

1. A fully sworn, uniformed member of the Sheriff's Office, and a patrol car will be specifically assigned to the Maple Valley High School and Maplewood Elementary School and act as a School Resource Officer (SRO) to work closely with school administrators, teachers and students to provide a safe and secure environment for Maple Valley Schools, based on available staffing levels for an average not to exceed (2) school days per week, except for Mondays, to include drive time to and from the schools during the contract period.
2. In consideration of this agreement, Maple Valley Schools agrees that it shall pay the County of Eaton a rate of \$375 per actual day a fully sworn, uniformed officer acts as a SRO. The Eaton County Sheriff's Office shall provide Maple Valley Schools with a quarterly accounting and invoice for SRO police services.
3. It is agreed, that unless requested, the Deputy assigned to Maple Valley Schools will assume his/her normal patrol duties anytime school is not in session to include but not limited to Holiday breaks and school closings due to inclement weather or other situations not requiring SRO presence.
4. Deputies assigned as a SRO for Maple Valley Schools, in accordance with this agreement, shall be considered employees of Eaton County for all purposes and not employees of Maple Valley Schools. Eaton County shall remain liable for the activities of officers assigned to Maple Valley Schools under this Contract as if they were acting within their usual role as Eaton County Sheriff's Deputies.
5. Either party may terminate this Contract by providing thirty (30) days written notice to the other party. In the event of early termination of this agreement, any remaining sums payable under this agreement shall be prorated to the date that services are discontinued.
6. This Contract shall be construed in accordance with the laws of the State of Michigan. Any dispute regarding this agreement shall be brought in the Eaton County Circuit Court.

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

For Maple Valley Schools

For Eaton County Sheriff's Office

For the County of Eaton

Katherine Bertolini, Ph.D.
Superintendent

Thomas Reich
Eaton County Sheriff

Jeremy Whittum
Board of Commissioners Chair

Date: _____

Date: _____

Date: _____

EATON COUNTY BOARD OF COMMISSIONERS

January 20, 2021

RESOLUTION TO APPROVE ALTERNATIVE PARK ANNUAL FEE

Introduced by the Public Works and Planning Committee

WHEREAS, the Eaton County Board of Commissioners approved the continuation of its lease to operate Fitzgerald Park within the City of Grand Ledge, September 16, 2020; and

WHEREAS, the lease renewal included a provision that the parties would discuss the creation of an alternative annual fee for City of Grand Ledge residents for Fitzgerald Park; and

WHEREAS, the City has proposed a Fitzgerald Park annual pass fee for residents of the City of Grand Ledge of ten (\$10) dollars ; and

WHEREAS, the City will be responsible for the administration of the City resident annual pass fee program; including printing, promotion, sales, collection and remittance to the Parks Department; and

WHEREAS, one hundred (100%) percent of the proceeds of the sale of City resident Fitzgerald Park annual pass fees will be received by the County Parks Department; and

WHEREAS, the proposal has been reviewed by the Parks Commission and the Public Works and Planning Committee and is being recommended for approval.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners approves the amendment to the previously approved Parks Department Fee Schedule to include a Fitzgerald Park Annual Pass fee for City of Grand Ledge residents, in the amount of \$10 per calendar year, effective immediately.

COUNTY OF EATON

A _____ meeting of the Board of Commissioners of the County of Eaton, Michigan (the “County”), was held in Charlotte, Michigan, on _____, 2021. The following Commissioners were

PRESENT: _____

ABSENT: _____

The resolution set forth below was offered by Commissioner _____ and supported by Commissioner _____.

**2021 BORROWING RESOLUTION
(2020 DELINQUENT TAXES)**

WHEREAS, ad valorem real property taxes are imposed by the County and the local taxing units within the County on July 1 and/or December 1 of each year; and

WHEREAS, a certain portion of these taxes remain unpaid and uncollected on March 1 of the year following assessment, at which time they are returned delinquent to the County's treasurer (the “Treasurer”); and

WHEREAS, the Treasurer is bound to collect all delinquent taxes, interest and property tax administration fees which would otherwise be payable to the local taxing units within the County; and

WHEREAS, the statutes of the State of Michigan authorize the County to establish a fund, in whole or in part from borrowed proceeds, to pay local taxing units within the County their respective shares of delinquent ad valorem real property taxes in anticipation of the collection of those taxes by the Treasurer; and

WHEREAS, the County Board of Commissioners (the “Board”) has adopted a resolution authorizing the County's Delinquent Tax Revolving Fund (the “Revolving Fund Program”), pursuant to Section 87b of Act No. 206, Michigan Public Acts of 1893, as amended (“Act 206”); and

WHEREAS, such fund has been established to provide a source of monies from which the Treasurer may pay any or all delinquent ad valorem real property taxes which are due the County, and any city, township, school district, intermediate school district, community college district, special assessment district, drainage district, or other political unit within the geographical boundaries of the County participating in the County's Revolving Fund Program pursuant to Act 206 ("local units"); and

WHEREAS, the Treasurer is authorized under Act 206, and has been directed by the Board, to make such payments with respect to delinquent ad valorem real property taxes (including the property tax administration fees assessed under subsection (6) of Section 44 of Act 206) owed in 2020 to the County and the local units (collectively, the "taxing units") which will have remained unpaid on March 1, 2021 and the Treasurer is authorized to pledge these amounts in addition to any amounts not already pledged for repayment of prior series of Notes (or after such prior series of Notes are retired as a secondary pledge) all as the Treasurer shall specify in an order when the Notes authorized hereunder are issued (the "Delinquent Taxes"); and

WHEREAS, the Board has determined that in order to raise sufficient monies to adequately fund the Revolving Fund, the County must issue its General Obligation Limited Tax Notes, Series 2021 in one or more series, in accordance with Sections 87c, 87d, 87g and 89 of Act 206 and on the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED:

**I.
GENERAL PROVISIONS**

101. Establishment of 2021 Revolving Fund. In order to implement the continuation of the Revolving Fund Program and in accordance with Act 206, the County hereby establishes a 2021 Delinquent Tax Revolving Fund (the "Revolving Fund") as a separate and segregated fund within the existing Delinquent Tax Revolving Fund of the County previously established by the Board pursuant to Section 87b of Act 206.

102. Issuance of Notes. The County shall issue its General Obligation Limited Tax Notes, Series 2021 in one or more series (the "Notes" or "Note"), in accordance with this Resolution and Sections 87c, 87d, 87g and 89 of Act 206, payable in whole or in part from the Delinquent Taxes and/or from the other sources specified below.

103. Aggregate Amount of Notes.

(a) The Notes shall be issued in an aggregate amount to be determined in accordance with this Section by the Treasurer.

(b) The aggregate amount of the Notes shall not be less than the amount by which the actual or estimated Delinquent Taxes exceeds (i) the County's participating share of

Delinquent Taxes, and (ii) any sums otherwise available to fund the Tax Payment Account established under Section 702 (including any monies held in respect of Section 704(c)).

(c) The aggregate amount of the Notes shall not be greater than the sum of (i) the actual amount of the Delinquent Taxes pledged to the payment of debt service on the Notes, plus (ii) the amount determined by the Treasurer to be allocated to a reserve fund. Original proceeds of the Notes devoted to a reserve fund shall not exceed the lesser of (A) the amount reasonably required for those of the Notes secured by the reserve fund, (B) 10% of the proceeds of such Notes, (C) the maximum amount of annual debt service on such Notes, or (D) 125% of average annual debt service on such Notes.

(d) The aggregate amount of the Notes shall be designated by the Treasurer by written order after (i) the amount of the Delinquent Taxes, or the amount of Delinquent Taxes to be funded by the issuance of the Notes, has been estimated or determined, and (ii) the amount of the reasonably required reserve fund has been calculated. Delinquent Taxes shall be estimated based on delinquencies experienced during the past three fiscal years and on demographic and economic data relevant to the current tax year, and shall be determined based on certification from each of the taxing units. The amount of the reasonably required reserve fund shall be calculated pursuant to such analyses and certificates as the Treasurer may request.

104. Proceeds. If the Notes are issued and sold before the Treasurer has received certification from the taxing units of the amount of the Delinquent Taxes and if such certification is not reasonably anticipated to occur to allow distribution of the proceeds of the Notes within 20 days after the date of issue, the proceeds of the Notes shall be deposited in the County's 2021 Delinquent Tax Project Account and thereafter used to fund the whole or a part of the County's 2021 Tax Payment Account, 2021 Notes Reserve Account and/or 2021 Note Payment Account, subject to and in accordance with Article VII. If the Notes are issued and sold on or after such time, the proceeds of the Notes shall be deposited directly into the County's 2021 Tax Payment Account, 2021 Notes Reserve Account and/or 2021 Note Payment Account, as provided in Article VII.

105. Treasurer's Order Authorizing Notes and Establishing Delinquent Taxes. At or prior to the time any Note is issued pursuant to this resolution, the Treasurer, as authorized by Act 206, may issue a written order specifying the amount and character of the Delinquent Taxes, the Article or Articles under which the Notes are being issued and any other matters subject to the Treasurers control under either this resolution or Act 206.

II. FIXED MATURITY NOTES

201. Authority. At the option of the Treasurer, exercisable by written order, the Notes may be issued in accordance with this Article II. All reference to "Notes" in Article II refers only to Notes issued pursuant to Article II, unless otherwise specified.

202. Date. The Notes shall be dated as of the date of issue or as of such earlier date specified by written order of the Treasurer.

203. Maturity and Amounts. Notes issued pursuant to this Article II shall be structured in accordance with subsections (a) or (b) below as determined by the Treasurer pursuant to written order.

(a) The first maturity of the Notes or of a series of the Notes shall be determined by the Treasurer pursuant to written order, but shall not be later than three years after the date of issue. Later maturities of the Notes shall be on the first anniversary of the preceding maturity or on such earlier date as the Treasurer may specify by written order. The Notes shall be structured with the number of maturities determined by the Treasurer to be necessary or appropriate, and the last maturity shall be scheduled for no later than the sixth anniversary of the date of issue. The amount of each maturity or of any mandatory or optional call date shall be set by the Treasurer when the amount of Delinquent Taxes is determined by the Treasurer or when a reliable estimate of the Delinquent Taxes is available to the Treasurer. In determining the exact amount of each maturity or of any mandatory or optional call date the Treasurer shall consider the schedule of delinquent tax collections prepared for the tax years December 31, 2020, or of any other years and the corollary schedule setting forth the anticipated rate of collection of those Delinquent Taxes which are pledged to the repayment of the Notes. The amount of each maturity and the scheduled maturity dates of the Notes shall be established to take into account the dates on which the Treasurer reasonably anticipates the collection of such Delinquent Taxes and shall allow for no more than a 15% variance between the debt service payable on each maturity date, the Notes, and the anticipated amount of pledged monies available on such maturity date to make payment of such debt service.

(b) Alternatively, the Notes or a series of the Notes may be structured with a single stated maturity falling not later than the fourth anniversary of the date of issue. The Notes issued under this subsection (b) shall be subject to redemption on such terms consistent with the applicable parts of subsection (a) of this section and with Section 209 as shall be ordered by the Treasurer, but in no event shall such Notes be subject to redemption less frequently than annually.

204. Interest Rate and Date of Record.

(a) Except as otherwise provided in this paragraph, the Notes issued pursuant to subsection (a) of Section 203 shall bear interest payable semi-annually, with the first interest payment to be payable (i) on the first date, after issuance, corresponding to the day and month on which the maturity of such Notes falls, or (ii) if the Treasurer so orders, six months before such date. In the event (i) any maturity of the Notes arises either less than six months before the succeeding maturity date or less than six months after the preceding maturity date and (ii) the Treasurer so orders in writing, interest on the Notes shall be payable on such succeeding or preceding maturity date. Subject to the following sentence, the Notes issued pursuant to subsection (b) of Section 203 shall, pursuant to written order of the Treasurer, bear interest monthly, quarterly, or semiannually, as provided by written order of the Treasurer. If the Notes issued under this Article II are sold with a variable rate feature as provided in Article IV, such

Notes may, pursuant to written order of the Treasurer, bear interest weekly, monthly, quarterly or on any put date, or any combination of the foregoing, as provided by written order of the Treasurer.

(b) Interest shall not exceed the maximum rate permitted by law.

(c) Interest shall be mailed by first class mail to the registered owner of each Notes as of the applicable date of record, provided, however, that the Treasurer may agree with the Registrar (as defined below) on a different method of payment.

(d) Subject to Section 403 in the case of variable rate Notes, the date of record shall be not fewer than 14 nor more than 31 days before the date of payment, as designated by the Treasurer prior to the sale of the Notes.

205. Note Form. The form of Note shall be consistent with the prescriptions of this Resolution and shall reflect all material terms of the Notes. Unless the Treasurer shall by written order specify the contrary, the Notes shall be issued in fully registered form both as to principal and interest, registrable upon the books of a Note Registrar (the “Registrar”) to be named by the Treasurer. If the Notes are issued in bearer form the Treasurer shall appoint a paying agent (the “Paying Agent”). (The Registrar or Paying Agent so named may be any bank or trust company or other entity, including the County, offering the necessary services pertaining to the registration and transfer of negotiable securities.)

206. Denominations and Numbers. The Notes shall be issued in one or more denomination or denominations of \$1,000 each or any integral multiple of \$1,000 in excess of \$1,000, as determined by the Treasurer. Notwithstanding the foregoing, however, in the event the Notes are deposited under a book entry depository trust arrangement pursuant to Section 208, the Notes may, if required by the depository trustee, be issued in denominations of \$5,000 each or any integral multiple of \$5,000. The Notes shall be numbered from one upwards, regardless of maturity, in such order as the Registrar shall determine.

207. Transfer or Exchange of Notes.

(a) Notes issued in registered form shall be transferable on a Note register maintained with respect to the Notes upon surrender of the transferred Notes, together with an assignment executed by the registered owner or his or her duly authorized attorney-in-fact in form satisfactory to the Registrar. Upon receipt of a properly assigned Note, the Registrar shall authenticate and deliver a new Note or Notes in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees.

(b) The Notes may likewise be exchanged for one or more other Notes with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the Note or Notes being exchanged, upon surrender of the Note or Notes and the submission of written instructions to the Registrar or, in the case of bearer Notes, to the Paying Agent. Upon receipt of a Note with proper written instructions the Registrar or Paying Agent

shall authenticate and deliver a new Note or Notes to the owner thereof or to the owner's attorney-in-fact.

(c) Any service charge made by the Registrar or Paying Agent for any such registration, transfer or exchange shall be paid for by the County as an expense of borrowing, unless otherwise agreed by the Treasurer and the Registrar or Paying Agent. The Registrar or Paying Agent may, however, require payment by a Noteholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

208. Book Entry Depository Trust. At the option of the Treasurer, and notwithstanding any contrary provision of Section 212, the Notes may be deposited, in whole or in part, with a depository trustee designated by the Treasurer who shall transfer ownership of interests in the Notes by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Notes. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the Treasurer after consultation with the depository trustee. The Treasurer is authorized to enter into any depository trust agreement on behalf of the County upon such terms and conditions as the Treasurer shall deem appropriate and not otherwise prohibited by the terms of this Resolution. The depository trustee may be the same as the Registrar otherwise named by the Treasurer, and the Notes may be transferred in part by depository trust and in part by transfer of physical certificates as the Treasurer may determine.

209. Redemption.

(a) Subject to the authority granted the Treasurer pursuant to subsection (c) of this Section (in the case of fixed rate Notes) and to the authority granted the Treasurer pursuant to Section 404 (in the case of variable rate Notes), the Notes or any maturity or maturities of the Notes shall be subject to redemption prior to maturity on the terms set forth in subsection (b) below.

(b) Notes scheduled to mature after the first date on which any Notes of the series are scheduled to mature shall be subject to redemption, in inverse order of maturity, on each interest payment date arising after the date of issue.

(c) If the Treasurer shall determine such action necessary to enhance the marketability of the Notes or to reduce the interest rate to be offered by prospective purchasers on any maturity of the Notes, the Treasurer may, by written order prior to the issuance of such Notes, (i) designate some or all of the Notes as non-callable, regardless of their maturity date, and/or (ii) delay the first date on which the redemption of callable Notes would otherwise be authorized under subsection (b) above.

(d) Notes of any maturity subject to redemption may be redeemed before their scheduled maturity date, in whole or in part, on any permitted redemption date or dates, subject to the written order of the Treasurer. The Notes called for redemption shall be redeemed at par, plus accrued interest to the redemption date, plus, if the Treasurer so orders, a premium of not

more than 1%. Redemption may be made by lot or pro rata, as shall be determined by the Treasurer.

(e) With respect to partial redemptions, any portion of a Note outstanding in a denomination larger than the minimum authorized denomination may be redeemed, provided such portion as well as the amount not being redeemed constitute authorized denominations. In the event less than the entire principal amount of a Note is called for redemption, the Registrar or Paying Agent shall, upon surrender of the Note by the owner thereof, authenticate and deliver to the owner a new Note in the principal amount of the principal portion not redeemed.

(f) Notice of redemption shall be by first class mail 30 days prior to the date fixed for redemption, or such shorter time prior to the date fixed for redemption as may be consented to by the holders of all outstanding Notes to be called for redemption. Such notice shall fix the date of record with respect to the redemption if different than otherwise provided in this Resolution. Any defect in any notice shall not affect the validity of the redemption proceedings. Notes so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with a paying agent to redeem the same.

210. Discount. At the option of the Treasurer, the Notes may be offered for sale at a discount not to exceed 2%.

211. Public or Private Sale. The Treasurer may, at the Treasurer's option, conduct a public sale of the Notes after which sale the Treasurer shall either award the Notes to the lowest bidder or reject all bids. The conditions of sale shall be as specified in a published Notice of Sale prepared by the Treasurer announcing the principal terms of the Notes and the offering. Alternatively, the Treasurer may, at the Treasurer's option, negotiate a private sale of the Notes as provided in Act 206. If required by law, or if otherwise determined by the Treasurer to be in the best interest of the County, (a) the Notes shall be rated by a national rating agency selected by the Treasurer, (b) a good faith deposit shall be required of the winning bidder, and/or (c) CUSIP numbers shall be assigned to the Notes. If a public sale is conducted or if otherwise required by law or the purchaser of the Notes, the Treasurer shall prepare or cause to be prepared and disseminated an offering memorandum or official statement containing all material terms of the offer and sale of the Notes. Pursuant to any sale of the Notes, the County shall make such filings, shall solicit such information and shall obtain such governmental approvals as shall be required pursuant to any state or federal law respecting back-up income tax withholding, securities regulation, original issue discount or other regulated matter.

212. Execution and Delivery. The Treasurer is authorized and directed to execute the Notes on behalf of the County by manual or facsimile signature, provided that if the facsimile signature is used the Notes shall be authenticated by the Registrar or any tender agent as may be appointed pursuant to Section 801(c). The Notes shall be sealed with the County seal or imprinted with a facsimile of such seal. The Treasurer is authorized and directed to then deliver the Notes to the purchaser thereof upon receipt of the purchase price. The Notes shall be delivered at the expense of the County in such city or cities as may be designated by the Treasurer.

213. Renewal, Refunding or Advance Refunding Notes. If at any time it appears to be in the best interests of the County, the Treasurer, by written order, may authorize the issuance of renewal, refunding or advance refunding Notes. The terms of such Notes, and the procedures incidental to their issuance, shall be set subject to Section 309 and, in appropriate cases, Article X.

III. SHORT-TERM NOTES

301. Authority. At the option of the Treasurer, exercisable by written order, the Notes may be issued in accordance with this Article III. All references to “Notes” in Article III refer only to Notes issued pursuant to Article III, unless otherwise specified.

302. Date and Maturity. The Notes shall be dated as of their date of issuance or any prior date selected by the Treasurer, and each issuance thereof shall mature on such date not exceeding three years from the date of their issuance as may be specified by written order of the Treasurer.

303. Interest and Date of Record. The Notes shall bear interest payable monthly, quarterly, or semi-annually and at maturity at such rate or rates as may be determined by the Treasurer not exceeding the maximum rate of interest permitted by law on the date the Notes are issued. The date of record shall be not fewer than two nor more than 31 days before the date of payment, as designated by the Treasurer prior to the sale of the Notes.

304. Note Form. The form of Note shall be consistent with the prescriptions of this Resolution and shall reflect all material terms of the Notes. The Notes shall, in the discretion of the Treasurer and consistent with Section 205, either be payable to bearer or be issued in registered form. If issued in registered form, the Notes may be constituted as book-entry securities consistent with Section 208, notwithstanding any contrary provision of Section 308.

305. Denomination and Numbers. The Notes shall be issued in one or more denomination or denominations, as determined by the Treasurer. The Notes shall be numbered from one upwards in such order as the Treasurer determines.

306. Redemption. The authority and obligations of the Treasurer set forth in subsections (b) and (c) of Section 209 (in the case of fixed rate Notes), or Section 404 (in the case of variable rate Notes), as the case may be, shall apply also to the Notes issued under Article III.

307. Sale of Notes. The authority and obligations of the Treasurer set forth in Sections 210 and 211 respecting Fixed Maturity Notes shall apply also to the Notes issued under Article III.

308. Execution and Delivery. The authority and obligations of the Treasurer set forth in Section 212 respecting Fixed Maturity Notes shall also apply to the Notes issued under Article III.

309. Renewal or Refunding Notes.

(a) The Treasurer may by written order authorize the issuance of renewal or refunding Notes (collectively the “Renewal Notes”). Renewal Notes shall be sold on the maturity date of, and the proceeds applied to the payment of debt service on, the Notes to be renewed. The maturities and repayment terms of the Renewal Notes shall be set by written order of the Treasurer.

(b) In the order authorizing Renewal Notes, the Treasurer shall specify whether the Notes shall be issued in accordance with this Article III, in which event the provisions of Article III shall govern the issuance of the Notes, or whether the Notes shall be issued in accordance with Article II, in which event the provisions of Article II shall govern the issuance of the Notes. The order shall also provide for and shall also govern with respect to:

- (i) the aggregate amount of the Renewal Notes;
- (ii) the date of the Renewal Notes;
- (iii) the denominations of the Renewal Notes;
- (iv) the interest payment dates of the Renewal Notes;
- (v) the maturity or maturities of the Renewal Notes;
- (vi) the terms of sale of the Renewal Notes;

(vii) whether any Renewal Notes issued in accordance with Article II shall be subject to redemption and, if so, the terms thereof; and

(viii) any other terms of the Renewal Notes consistent with, but not specified in, Article II or Article III.

(c) Regardless of whether Renewal Notes need be approved by prior order of the Department of Treasury, the Treasurer, pursuant to Section 89(5)(d) of Act 206, shall promptly report to the Department of Treasury the issuance of any Renewal Notes.

**IV.
VARIABLE INTEREST RATE**

401. Variable Rate Option. At the option of the Treasurer, exercisable by written order, the Notes, whether issued pursuant to Article II or Article III, may be issued with a variable interest rate, provided that the rate shall not exceed the maximum rate of interest permitted by law.

402. Determination of Rate. The order of the Treasurer shall provide how often the variable interest rate shall be subject to recalculation, the formula or procedure for determining

the variable interest rate, whether and on what terms the rate shall be determined by a remarketing agent in the case of demand obligations consistent with Section 801(d), and whether and on what terms a fixed rate of interest may be converted to or from a variable rate of interest. Such formula or procedure shall be as determined by the Treasurer, but shall track or float within a specified percentage band around the rates generated by any one or more of the following indices:

- (i) Publicly reported prices or yields of obligations of the United States of America;
- (ii) An index of municipal obligations periodically reported by a nationally recognized source;
- (iii) The prime lending rate from time to time set by any bank or trust company in the United States with unimpaired capital and surplus exceeding \$40,000,000;
- (iv) Any other rate or index that may be designated by order of the Treasurer provided such rate or index is set or reported by a source which is independent of and not controlled by the Treasurer or the County.

The procedure for determining the variable rate may involve one or more of the above indices as alternatives or may involve the setting of the rate by a municipal bond specialist provided such rate shall be within a stated percentage range of one or more of the indices set forth above.

403. Date of Record. The Date of Record shall be not fewer than one nor more than 31 days before the date of payment, as designated by written order of the Treasurer.

404. Redemption. Notwithstanding any contrary provision of subsections (b) and (c) of Section 209, but subject to the last sentence of this Section 404, Notes bearing interest at a variable rate may be subject to redemption by the County and/or put by the holder at any time or times and in any order, as may be determined pursuant to written order of the Treasurer. Notes shall not be subject to redemption more frequently than monthly.

405. Remarketing, Repurchase and Resale.

(a) In the event the Notes issued under this Article IV are constituted as demand obligation, the interest rate on the Notes shall be governed by, and shall be subject to, remarketing by a remarketing agent appointed in accordance with Section 801(c), under the terms of a put agreement employed in accordance with Section 801(d).

(b) The County shall be authorized, consistent with Act 206 and pursuant to order of the Treasurer, to participate in the repurchase and resale of the Notes in order to reduce the cost of, or increase the revenue, attendant to the establishment of the Revolving Fund and the issuance and discharge of the Notes. Any purchase of the Notes pursuant to this subsection (b) shall be made with unpledged monies drawn from revolving funds established by the County in connection with retired general obligation limited tax notes.

V.
MULTIPLE SERIES

501. Issuance of Multiple Series. At the option of the Treasurer, exercisable by written order, the Note or Notes issued under Article II, Article III or Article X may be issued in two or more individually designated series. Each series shall bear its own rate of interest, which may be fixed or variable in accordance with Article IV. Various series need not be issued at the same time and may be issued from time to time in the discretion of the Treasurer exercisable by written order. In determining the dates of issuance of the respective series, the Treasurer shall consider, among other pertinent factors, the impact the dates selected may have on the marketability, rating and/or qualification for credit support or liquidity support for, or insurance of, the Note or Notes. The Note of each such series shall be issued according to this Resolution in all respects (and the term “Note” or “Notes” shall be deemed to include each series of Notes throughout this Resolution), provided that:

(a) The aggregate principal amount of the Notes of all series shall not exceed the maximum aggregate amount permitted under Section 103;

(b) Each series shall be issued pursuant to Article II or Article III, and different series may be issued pursuant to different Articles;

(c) Each series shall be issued pursuant to Section 502 or Section 503, and different series may be issued pursuant to different Sections;

(d) A series may be issued under Article II for one or more of the annual maturities set forth in Article II with the balance of the annual maturities being issued under Article II or under Article III in one or more other series, provided that the minimum annual maturities set forth in Section 203 shall be reduced and applied pro rata to all Notes so issued; and

(e) The Notes of all series issued pursuant to Article II above shall not, in aggregate, mature in amounts or on dates exceeding the maximum authorized maturities set forth in Section 203.

502. Series Secured Pari Passu. If the Notes are issued in multiple series pursuant to this Article V, each series of Notes may, by written order of the Treasurer, be secured *pari passu* with the other by the security described in and the amounts pledged by Article VII below. Moreover, such security may, pursuant to further written order of the Treasurer, be segregated in accordance with the following provisions.

(a) The Treasurer may by written order establish separate sub-accounts in the County's 2021 Note Reserve Account for each series of Notes, into which shall be deposited the amount borrowed for the Note Reserve Account for each such series.

(b) The Treasurer may by written order establish separate sub-accounts in the County's 2021 Note Payment Account for each series of Notes, and all amounts deposited in the Note Payment Account shall be allocated to the sub-accounts.

(c)(i) In the event separate sub-accounts are established pursuant to subsection (b) above, and subject to Paragraph (ii) below, the percentage of deposits to the County's 2021 Note Payment Account allocated to each sub-account may be set equal to the percentage that Notes issued in the corresponding series bears to all Notes issued under this Resolution or to any other percentage designated by the Treasurer pursuant to written order; provided that if the various series are issued at different times or if the various series are structured with different maturity dates, (I) sums deposited in the Note Payment Account prior to the issuance of one or more series may upon the issuance of each such series be reallocated among the various sub-accounts established under Subsection (b) above to achieve a balance among the sub-accounts proportionate to the designated percentage allocation, and/or (II) deposits to the Note Payment Account may be allocated among the sub-accounts according to the total amount of debt service that will actually be paid from the respective sub-accounts.

(ii) Alternatively, the Treasurer may, by written order, rank the sub-accounts established under Subsection (b) above in order of priority, and specify that each such sub-account shall receive deposits only after all sub-accounts having a higher priority have received deposits sufficient to discharge all (or any specified percentage of) Notes whose series corresponds to any of the sub-accounts having priority.

(d) In the absence of a written order of the Treasurer to the contrary, the amounts in each sub-account established pursuant to this Section 502 shall secure only the Notes issued in the series for which such sub-account was established, until such Notes and interest on such Notes are paid in full, after which the amounts in such sub-account may, pursuant to written order of the Treasurer, be added pro rata to the amounts in the other sub-accounts and thereafter used as part of such other sub-accounts to secure all Notes and interest on such Notes for which such other sub-accounts were created, until paid in full. Alternatively, amounts held in two or more sub-accounts within either the Note Reserve Account or the Note Payment Account may be commingled, and if commingled shall be held *pari passu* for the benefit of the holders of each series of Notes pertaining to the relevant sub-accounts.

503. Series Independently Secured. If the Notes are issued in multiple series pursuant to this Article V, each series of Notes may, by written order of the Treasurer, be independently secured in accordance with this Section 503.

(a) Each series of Notes shall pertain to one or more taxing units, as designated by the Treasurer pursuant to written order, and no two series of Notes shall pertain to the same taxing unit. A school district, intermediate school district, or community college district extending beyond the boundaries of a city in which it is located may, pursuant to written order of the Treasurer, be subdivided along the boundaries of one or more cities and each such subdivision shall be deemed a taxing unit for purposes of this Section 503.

(b) Separate sub-accounts shall be established in the County's 2021 Tax Payment Account. Each sub-account shall receive the proceeds of one and only one series of Notes, and amounts shall be disbursed from the sub-account to only those taxing units designated as being in that series.

(c) In the event Notes are issued for deposit into the Project Account established under Section 701, separate sub-accounts shall be established in the Project Account. Each sub-account shall receive the proceeds of one and only one series of Notes, and amounts shall be disbursed from the sub-account only to accounts, sub-accounts and/or taxing units designated as being in the series corresponding to the sub-account from which disbursement is being made.

(d) A separate sub-account shall be established in the County's 2021 Note Reserve Account for each series of Notes, into which shall be deposited the amount determined by the Treasurer under Section 103 or Section 703 with respect to the series. Each sub-account shall secure one and only one series.

(e) A separate sub-account shall be established in the County's 2021 Note Payment Account for each series of Notes. Each sub-account shall be allocated only those amounts described in Section 704 which pertain to the taxing units included in the series corresponding to the sub-account. Chargebacks received from a taxing unit pursuant to Section 905 shall be deposited in the sub-account corresponding to the series in which the taxing unit is included. Amounts held in each sub-account shall secure the debt represented by only those Notes included in the series corresponding to the sub-account, and disbursements from each sub-account may be applied toward the payment of only those Notes included in the series corresponding to the sub-account.

(f) The amounts in each sub-account established pursuant to this Section 503 shall secure only the Notes issued in the series for which such sub-account was established until such Notes and interest on such Notes are paid in full, after which any amounts remaining in such sub-account shall accrue to the County and shall no longer be pledged toward payment of the Notes.

VI. TAXABILITY OF INTEREST

601. Federal Tax. The County acknowledges that the current state of Federal law mandates that the Notes be structured as taxable obligations. Consequently, the Notes shall, subject to Article X, be issued as obligations the interest on which is not excluded from gross income for purposes of Federal income tax.

602. State of Michigan Tax. Consistent with the treatment accorded all obligations issued pursuant to Act 206, interest on the Notes shall be exempt from the imposition of the State of Michigan income tax and the State of Michigan single business tax, and the Notes shall not be subject to the State of Michigan intangibles tax.

603. Change in Federal Tax Status. In the event there is a change in the Federal tax law or regulations, a ruling by the U.S. Department of Treasury or Internal Revenue Service establishes that the Notes may be issued as exempt from Federal income taxes or a change in Michigan law causes the Notes in the opinion of counsel to be exempt from federal income taxes, the Notes may be so issued.

VII. FUNDS AND SECURITY

701. Delinquent Tax Project Account. If the Notes are issued and sold before the Treasurer has received certification from the taxing units of the amount of the Delinquent Taxes and if such certification is not reasonably anticipated in time to allow distribution of the proceeds of the Notes within 20 days after the date of issue, a 2021 Delinquent Tax Project Account (the "Project Account") shall be established by the Treasurer as a separate and distinct fund of the County within its general fund. The Project Account shall receive all proceeds from the sale of the Notes, including any premium or accrued interest received at the time of sale. The Project Account shall be held in trust by an escrow agent until the monies therein are disbursed in accordance with this Article VII. The escrow agent shall be a commercial bank, shall be located in Michigan, shall have authority to exercise trust powers, and shall have a net worth in excess of \$25,000,000. The form and content of the agreement between the County and the escrow agent shall be approved by the Treasurer. Subject to the following sentence, monies deposited in the Project Account shall be expended only (i) for the purpose of funding the Tax Payment Account established under Section 702 and (ii) to the extent permitted by Act 206, for the purpose of paying the expenses of the offering of the Notes. In the event the Treasurer by written order so directs, additional funding of the Project Account may be undertaken, and any surplus proceeds remaining in the Project Account after the Treasurer has completed the funding of the Tax Payment Account may be transferred to either the 2021 Note Reserve Account created under Section 703 or the 2021 Note Payment Account created under Section 704. Monies in the Project Account may be disbursed by the escrow agent to the County's 2021 Tax Payment Account at any time and from time to time, upon receipt of a written requisition signed by the Treasurer.

702. 2021 Tax Payment Account. The County's 2021 Tax Payment Account (the "Tax Payment Account") is hereby established as a distinct account within the Revolving Fund. The Treasurer shall designate all or a portion of the proceeds of the Notes, not to exceed the amount of Delinquent Taxes, for deposit in the Tax Payment Account. If, however, the proceeds of the Notes are initially deposited in the Project Account pursuant to Section 701, the Treasurer is instead authorized and directed to transfer monies included in the Project Account in accordance with the procedures set forth in Section 701. The County shall apply the monies in the Tax Payment Account to the payment of the Delinquent Taxes or expenses of the borrowing in accordance with Act 206. The allocation of monies from the Tax Payment Account may be made pursuant to a single, comprehensive disbursement or may instead be made from time to time, within the time constraints of Act 206, to particular taxing units as monies are paid into the Tax Payment Account, such that the source of the monies (whether from the County's own funds, from the proceeds of a tax exempt borrowing or from the proceeds of a taxable borrowing) may

be traced to the particular taxing unit receiving the funds. Moreover, and regardless of whether multiple series of Notes are issued, the Tax Payment Account may be divided into separate sub-accounts in order to allow the Treasurer to designate which taxing units shall receive borrowed funds and which shall receive funds otherwise contributed by the County.

703. 2021 Note Reserve Account. In the event funding is provided as described in this Section 703, the Treasurer shall establish a 2021 Note Reserve Account (the “Note Reserve Account”) as a distinct account within the Revolving Fund. After depositing all of the monies to fund the Tax Payment Account pursuant to Section 702, the Treasurer shall next transfer to the Note Reserve Account, either from the Project Account or directly from the proceeds of Notes, any proceeds remaining from the initial issuance of the Notes. In addition, the Treasurer may transfer unpledged monies from other County sources to the Note Reserve Account in an amount which, when added to any other amounts to be deposited in the Note Reserve Account, does not exceed the amount reasonably required for the Notes secured by the Reserve Account or, if less, 20% of the total amount of the Notes secured by the Reserve Account. Except as provided below, all monies in the Note Reserve Account shall be used solely for payment of principal of, premium, if any, and interest on the Notes to the extent that monies required for such payment are not available in the County's 2021 Note Payment Account. Monies in the Note Reserve Account shall be withdrawn first for payment of principal of, premium, if any, and interest on the Notes before County general funds are used to make the payments. All income or interest earned by, or increment to, the Note Reserve Account due to its investment or reinvestment shall be deposited in the Note Reserve Account. When the Note Reserve Account is sufficient to retire the Notes and accrued interest thereon, the Treasurer may order that the Note Reserve Account be used to purchase the Notes on the market, or, if the Notes are not available, to retire the Notes when due. If so ordered by the Treasurer, all or any specified portion of the Note Reserve Account may be applied toward the redemption of any Notes designated for redemption in accordance with Section 209.

704. 2021 Note Payment Account.

(a) The County's 2021 Note Payment Account is hereby established as a distinct account within the Revolving Fund. (The County's 2021 Note Payment Account, as supplemented by monies held in any interim account that are designated for transfer to the 2021 Note Payment Account, is herein referred to as the “Note Payment Account”.) The Treasurer is directed to deposit into the Note Payment Account, promptly on receipt, those amounts described below in Paragraphs (i), (ii), (iv), and (v) that are not excluded pursuant to Subsection (c) below. Furthermore, the Treasurer may, by written order, deposit into the Note Payment Account all or any portion of the amounts described below in Paragraph (iii).

(i) All Delinquent Taxes.

(ii) All statutory interest on the Delinquent Taxes.

(iii) All property tax administration fees on the Delinquent Taxes, net of any amounts applied toward the expenses of this borrowing.

(iv) Any amounts which are received by the Treasurer from the taxing units within the County because of the uncollectability of the Delinquent Taxes.

(v) Any amounts remaining in the Project Account after the transfers to the Tax Payment Account and Note Reserve Account have been made as specified in Sections 702 and 703.

(b) Monies in the Note Payment Account shall be used by the County to pay principal of, premium, if any, and interest on the Notes as the same become due and payable.

(c)(i) The Treasurer may by written order provide that only a portion of the sums described above in Subsection (a) shall be deposited into the Note Payment Account and applied toward the payment of debt service on the Notes, in which event those sums which are withheld from the Note Payment Account shall be deposited into the Tax Payment Account or, pursuant to further order of the Treasurer, applied toward any other purpose consistent with Act 206. The portion of any sums described in Subsection (a) which are withheld from the Note Payment Account pursuant to this Subsection shall be determined in accordance with the following Paragraph.

(ii) Prior to the issuance of the Notes, the Treasurer may by written order specify a cut-off date not earlier than March 1, 2021, and only those sums payable to the Note Payment Account and received by the County after the cut-off date shall be applied to the Note Payment Account.

(d) The Treasurer may by written order provide that at such time as sufficient funds shall have been deposited into the Note Payment Account to pay all remaining amounts owed under the Notes the pledge on any additional monies otherwise payable to the Note Payment Account shall be discharged and such monies shall not be deposited into the Note Payment Account or otherwise pledged toward payment of the Notes.

(e) The Treasurer may by written order provide that in the event Notes are issued pursuant to Article III, amounts which would otherwise be included in the Note Payment Account or the Note Reserve Account (or any sub-account therein for a particular series of Notes) shall not include any amounts received by the County prior to the latest maturity date of any series of Notes previously issued under Article II and/or Article III.

705. Limited Tax General Obligation and Pledge.

(a) The Notes shall be the general obligation of the County, backed by the County's full faith and credit, the County's tax obligation (within applicable constitutional and statutory limits) and the County's general funds. The County budget shall provide that if the pledged monies are not collected in sufficient amounts to meet the payments of the principal and interest due on the Notes, the County, before paying any other budgeted amounts, shall promptly advance from its general funds sufficient monies to pay such principal and interest.

(b) In addition, the monies listed below are pledged to the repayment of the Notes and, subject to Section 901, shall be used solely for repayment of the Notes until the principal of, premium, if any, and interest on the Notes are paid in full:

(i) All amounts deposited or earned in any Project Account, until disbursed in accordance with Section 701;

(ii) All net proceeds from the sale of the Notes deposited or earned in the Tax Payment Account, until disbursed in accordance with Section 702;

(iii) All amounts deposited in the Note Payment Account pursuant to Section 704(a);

(iv) All amounts deposited in the Note Reserve Account;

(v) All amounts earned from the investment of monies held in the Notes Payment Account or the Note Reserve Account; and

(vi) Any supplemental monies placed in the Note Payment Account and drawn in the discretion of the Treasurer from unpledged sums on the revolving funds, which pledge shall be subject to such limitations or exceptions as shall be set forth in the written order of the Treasurer.

(c) If the Notes shall be issued in various series pursuant to Article V, this pledge shall in the case of any independently secured series extend only to monies in accounts or sub-accounts pertaining to the particular series.

(d) If the amounts so pledged are not sufficient to pay the principal and interest when due, the County shall pay the same from its general funds or other available sources. Pursuant to written order of the Treasurer, the County may later reimburse itself for such payments from the Delinquent Taxes collected.

706. Security for Renewal, Refunding or Advance Refunding Notes. Renewal, refunding, or advance refunding Notes shall be secured by all or any portion of the same security securing the Notes being renewed, refunded or advance refunded. The monies pledged in Section 705 for the repayment of the Notes are also pledged for the repayment of the principal of, premium, if any, and interest on any renewal, refunding, or advance refunding Notes issued pursuant to this Resolution, and any such renewal, refunding, or advance refunding Notes shall be the general obligation of the County, backed by its full faith and credit, which shall include the tax obligation of the County, within applicable constitutional and statutory limits.

707. Use of Funds after Full Payment or Provision for Payment. After all principal of, premium, if any, and interest on the Notes have been paid in full or provision made therefor by investments of pledged amounts in direct noncallable obligations of the United States of America in amounts and with maturities sufficient to pay all such principal, premium, if any, and interest

when due, any further collection of Delinquent Taxes and all excess monies in any fund or account of the Revolving Fund, and any interest or income on any such amounts, may, pursuant to written order of the Treasurer and subject to Article V, be used for any proper purpose within the Revolving Fund including the securing of subsequent issues of Notes.

VIII. SUPPLEMENTAL AGREEMENTS

801. Supplemental Agreements and Documents. The Treasurer, on behalf of the County, is authorized to enter into any or all of the following agreements or commitments as may, in the Treasurer's discretion, be necessary, desirable or beneficial in connection with the issuance of the Notes, upon such terms and conditions as the Treasurer may determine appropriate:

(a) A letter of credit, line of credit, repurchase agreement, Note insurance, or similar instrument, providing backup liquidity and/or credit support for the Notes;

(b) A reimbursement agreement, revolving credit agreement, revolving credit Note, or similar instrument, setting forth repayments of and security for amounts drawn under the letter of credit, line of credit, repurchase agreement or similar instrument;

(c) A marketing, remarketing, placement, authenticating, paying or tender agent agreement or dealer agreement designating a marketing, remarketing, authenticating, paying, tender or placement agent or dealer and prescribing the duties of such person or persons with respect to the Notes; and

(d) A put agreement or provision allowing the purchaser of the Notes to require the County to repurchase the Notes upon demand at such times as may be provided in such put agreement or provision.

(e) An agreement to use amounts formerly pledged to other years borrowings as security for the Notes when no longer so pledged.

802. Revolving Credit Notes. If the Treasurer enters into a revolving credit agreement (the "Agreement") pursuant to Section 801 above, the Agreement may call for the issuance of one or more revolving credit Notes (the "Revolving Credit Notes") for the purpose of renewing all or part of maturing Note or Notes that have been put pursuant to a put agreement or provision. Such Revolving Credit Notes shall be issued pursuant to Article II or III, as appropriate, and in accordance with the following provisions:

(a) Interest on the Revolving Credit Notes may be payable on maturity, on prior redemption, monthly, bimonthly, quarterly, or as otherwise provided in the Agreement.

(b) The Revolving Credit Notes may mature on one or more date or dates not later than the final maturity date of the Notes, as provided in the Agreement.

(c) The Treasurer may, at the time of the original issuance of the Notes, execute and deliver one Revolving Credit Note in a maximum principal amount not exceeding the lending commitment under the Agreement from time to time in force (and may substitute one such Note in a lesser principal amount for another in the event the lending commitment is reduced), provided that a schedule shall be attached to such Note on which loans and repayments of principal and interest are evidenced and further provided that the making of a loan and the evidencing of such loan on the schedule of any such Note shall constitute the issuance of a renewal Note for the purposes of this Resolution.

IX. MISCELLANEOUS PROVISIONS

901. Expenses. Expenses incurred in connection with the Notes shall be paid from the property tax administration fees collected on the Delinquent Taxes and, if so ordered by the Treasurer, from any earnings on the proceeds of the offering or from other monies available to the County.

902. Bond Counsel. The Notes (and any renewal, refunding or advance refunding Notes) shall be delivered with the unqualified opinion of Clark Hill PLC, attorneys of Detroit, Michigan, bond counsel chosen by the Treasurer, which selection may, at the option of the Treasurer, be for one or more years.

903. Financial Consultants PFM Financial Advisor, Ann Arbor, Michigan, is hereby retained to act as financial consultant and advisor to the County in connection with the sale and delivery of the Notes.

904. Complete Records. The Treasurer shall keep full and complete records of all deposits to and withdrawals from each of the funds and accounts in the Revolving Fund and any account or sub-account created pursuant to this Resolution and of all other transactions relating to such funds, accounts and sub-accounts, including investments of money in, and gain derived from, such funds and accounts.

905. Chargebacks. If, by the date which is three months prior to the final maturity date of the Notes, sufficient monies are not on deposit in the Note Payment Account and the Note Reserve Account to pay all principal of and interest on the Notes when due, Delinquent Taxes not then paid or recovered at or prior to the latest tax sale transacted two or more months before the final maturity of the Notes shall, if necessary to ensure full and timely payment on the date of final maturity, be charged back to the local units in such fashion as the Treasurer may determine, and, subject to Article V, the proceeds of such chargebacks shall be deposited into the County's 2021 Note Payment Account no later than five weeks prior to the final maturity of the Notes. This Section 905 shall not be construed to limit the authority of the Treasurer under State law to charge back under other circumstances or at other times.

906. Investments. The Treasurer is authorized to invest all monies in the Project Account, in the Revolving Fund or in any account or sub-account therein which is established pursuant to this Resolution in any one or more of the investments authorized as lawful investments for counties under Act No. 20, Public Acts of 1943, as amended. The Treasurer is further authorized to enter into a contract on behalf of the County under the Surplus Funds Investment Pool Act, Act No. 367, Michigan Public Acts of 1982, as amended, and to invest in any investment pool created thereby monies held in the Project Account, in the Revolving Fund, or in any account or sub-account therein which is established pursuant to this Resolution.

907. Mutilated, Lost, Stolen or Destroyed Notes. In the event any Note is mutilated, lost, stolen, or destroyed, the Treasurer may, on behalf of the County, execute and deliver, or order the Registrar or Paying Agent to authenticate and deliver, a new Note having a number not then outstanding, of like date, maturity and denomination as that mutilated, lost, stolen, or destroyed. In the case of a mutilated Note, a replacement Note shall not be delivered unless and until such mutilated Note is surrendered to the Treasurer or the Registrar or Paying Agent. In the case of a lost, stolen or destroyed Note, a replacement Note shall not be delivered unless and until the Treasurer and the Registrar or Paying Agent shall have received such proof of ownership and loss and indemnity as they determine to be sufficient.

ARTICLE X. TAX-EXEMPT NOTES OR REFUNDING

1001. Refunding of Taxable Debt or Issuance of Tax-Exempt Debt. The County acknowledges that the current state of Federal law precludes the issuance of the Notes as obligations the interest on which is exempt from Federal income tax. However, the County presently contemplates that anticipated amendments to the Internal Revenue Code of 1986 (the "Code") and/or the Treasury Regulations issued thereunder (the "Regulations") or a change in Michigan law changing the character of the Notes may in the future permit the issuance of general obligation limited tax Notes on a tax-exempt basis, and, in view of this expectation, the County, through the offices of the Treasurer, shall issue tax-exempt Notes or issue obligations to refund any or all outstanding Notes issued as taxable obligations, at the time, on the terms, and to the extent set forth in this Article X.

1002. Timing of Refunding. The aforementioned refunding obligations (the "Refunding Notes") shall be issued after the effective date of any change in the Code, Regulations, Internal Revenue Service pronouncements or judicial rulings which, as confirmed by the written opinion of bond counsel, permit the refunding of all or some of the outstanding Notes with proceeds from obligations the interest on which is excluded from gross income for purposes of Federal income tax.

1003. Extent of Refunding. Subject to the other provisions of this Section 1003, the Refunding Notes shall refund all Notes outstanding at or after the effective date of any change in the law described in Section 1002. This Section 1003 shall not, however, be construed to require the refunding of any Note prior to the time such Note may be refunded on a tax-exempt basis, nor shall this Section 1003 be construed to require the refunding of any Note, if that refunding

would result in greater cost to the County (including interest expense, professional fees and administrative outlays) than would arise if the Note were to remain outstanding.

1004. Confirmatory Action. Subsequent to any change in the law described in Section 1002, the Board shall convene to consider any terms of the Refunding Notes requiring specific ratification by the Board.

1005. Arbitrage Covenant and Tax Law Compliance. In the event tax-exempt Notes or Refunding Notes are issued pursuant to this Article X, the following covenants shall be observed by the County:

(i) the County will make no use of the proceeds of the Notes or Refunding Notes and will undertake no other intentional act with respect to the Notes or Refunding Notes which, if such use or act had been reasonably expected on the date of issuance of the Notes or Refunding Notes or if such use or act were intentionally made or undertaken after the date of issuance of the Notes or Refunding Notes, would cause the Notes or Refunding Notes to be “arbitrage bonds,” as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), in the Regulations promulgated under Sections 103 and 148 of the Code or in any successor or supplementary provision of law hereinafter promulgated,

(ii) the County will undertake all actions as shall be necessary to maintain the Notes or Refunding Notes as obligations the interest on which qualifies for the tax exemption provided by Section 103(a) of the Code, including, where appropriate and without limitation, filing informational returns with the Secretary of Treasury, keeping accurate account of all monies earned in any fund, account or sub-account authorized by this Resolution or any resolution adopted in accordance with Section 1004 above, certifying cumulative cash flow deficits of the County and the local units, and investing any required portion of the gross proceeds of the Notes or Refunding Notes, whether on behalf of the County or the local units, in tax-exempt obligations or State and Local Government Series obligations, and

(iii) the County will make timely payment to the United States of any investment earnings, realized by the County on the gross proceeds of the Notes or Refunding Notes, as may be subject to rebate under Section 148(f) of the Code, and, to the extent required under applicable law or deemed by the Treasurer to be in the best interest of the County pursuant to written order, the County's obligation to make such payment to the United States shall also account for excess investment earnings realized by local units on all or a portion of the gross proceeds distributed to, and held by, the local units pursuant to Section 702.

(iv) the Treasurer shall be directed to take such actions and to enter into such agreements and certifications, on behalf of the County, as the Treasurer shall deem necessary or appropriate to comply with the foregoing covenants.

1006. Undertaking to Provide Continuing Disclosure. If necessary, this Board of Commissioners, for and on behalf of the County of Eaton, hereby covenants and agrees, for the benefit of the beneficial owners of the Notes to be issued by the County, to enter into a written undertaking (the “Undertaking”) required by Rule 15c2-12 promulgated by the Securities and

Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the “Rule”) to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be substantially in the form as approved by the Underwriter of the Notes. The Undertaking shall be enforceable by the beneficial owners of the Notes or by the Underwriter on behalf of such beneficial owners (provided that the Underwriter's right to enforce the provisions of the Undertaking shall be limited to a right to obtain specific enforcement of the County's obligations hereunder and under the Undertaking), and any failure by the County to comply with the provisions of the Undertaking shall not be deemed a default with respect to the Notes.

The County Treasurer or other officer of the County charged with the responsibility for issuing the Notes shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the terms of the County's Undertaking.

Discussion followed. A vote was thereupon taken on the foregoing resolution and the vote for each such resolution was as follows:

AYES: _____

NAYS: _____

ABSTAIN: _____

A sufficient majority having voted therefor, the two resolutions appearing above were adopted.

STATE OF MICHIGAN

COUNTY OF EATON

I certify that the foregoing is a true and accurate copy of the resolutions adopted by the Eaton County Board of Commissioners, that such resolutions were duly adopted at a _____ meeting held on the ____ day of _____, ____, and that notice of such meeting was given as required by law.

_____, Clerk of the EATON
County Board of Commissioners

[SEAL]

After consideration of the borrowing resolution presented earlier this day with regard to Act 206 of the Public Acts of 1893, as amended (“Act 206”), and in respect of such borrowing resolution, the resolution set forth below was offered by Commissioner _____ and seconded by Commissioner _____.

RESOLUTION AUTHORIZING 2021 ADMINISTRATIVE FUND

IT IS RESOLVED BY THE EATON COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

The County Treasurer, pursuant to Section 87c, Subsection (2), of Act 206, is designated as Agent for the County, and the Treasurer's office shall receive such sums as are provided in Section 87c, Subsection (3), to cover administrative expenses.

EATON COUNTY BOARD OF COMMISSIONERS

January 20, 2021

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

Introduced by the Ways & Means Committee

WHEREAS, Steven Webb and Jodi Poyer filed a Farmland and Open Space Application for property located in Walton Township, with the Eaton County Clerk's Office in November 2020; and

WHEREAS, this application includes Parcel # 140-030-400-001-01 which parcel totals +/- 76.73 acres; and

WHEREAS, the applicant is requesting a 90 year agreement; and

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

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

THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners at its regularly scheduled meeting on January 20, 2021 does hereby approve the Farmland and Open Space Application filed by Steven Webb and Jodi Poyer property located in Walton Township.

Diana Bosworth, County Clerk

Date

EATON COUNTY BOARD OF COMMISSIONERS

January 20, 2021

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

Introduced by the Ways & Means Committee

WHEREAS, Steven Webb and Jodi Poyer filed Farmland and Open Space Applications for properties located in Bellevue Township, with the Eaton County Clerk's Office in November 2020; and

WHEREAS, these applications include Parcel #'s 130-003-200-002-09, 130-003-200-002-05, 130-005-100-004-00, 130-005-100-008-00, 130-005-300-040-00, 130-005-300-045-00 which parcels total +/- 73.63 acres; and

WHEREAS, the applicant is requesting 90 year agreements; and

WHEREAS, a copy of these applications were sent to all reviewing agencies as required by the act; and

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

THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners at its regularly scheduled meeting on January 20, 2021 does hereby approve the Farmland and Open Space Applications filed by Steven Webb and Jodi Poyer properties located in Bellevue Township.

Diana Bosworth, County Clerk

Date

EATON COUNTY BOARD OF COMMISSIONERS

January 20, 2021

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

Introduced by the Ways & Means Committee

WHEREAS, Steven Webb and Jodi Poyer filed Farmland and Open Space Applications for properties located in Kalamo Township, with the Eaton County Clerk's Office in November 2020; and

WHEREAS, these applications include Parcel #'s 090-006-300-002-02, 090-011-200-029-01, 090-011-400-052-04, 090-019-300-075-02, 090-032-300-060-00, 090-029-200-004-02 which parcels total +/- 320.11 acres; and

WHEREAS, the applicant is requesting 90 year agreements; and

WHEREAS, a copy of these applications were sent to all reviewing agencies as required by the act; and

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

THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners at its regularly scheduled meeting on January 20, 2021 does hereby approve the Farmland and Open Space Applications filed by Steven Webb and Jodi Poyer properties located in Kalamo Township.

Diana Bosworth, County Clerk

Date

EATON COUNTY BOARD OF COMMISSIONERS

January 20, 2021

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

Introduced by the Ways & Means Committee

WHEREAS, Brenda Armbruster Trust, filed a Farmland and Open Space Application for property located in Sunfield Township, with the Eaton County Clerk's Office in November 2020; and

WHEREAS, this application includes Parcel # 010-004-200-001-02 which parcel totals +/- 60.01 acres; and

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

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

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

THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners at its regularly scheduled meeting on January 20, 2021 does hereby approve the Farmland and Open Space Application filed by Brenda Armbruster Trust property located in Sunfield Township.

Diana Bosworth, County Clerk

Date

EATON COUNTY BOARD OF COMMISSIONERS

January 20, 2021

**RESOLUTION TO APPOINT COUNTY
REMONUMENTATION REPRESENTATIVE
AND RELATED CONTRACT**

Introduced by the Ways and Means Committee

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, the proposed contractual fee for services as County Representative for 2021 is \$14,560.00; 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.

EATON COUNTY BOARD OF COMMISSIONERS

January 20, 2021

**RESOLUTION AUTHORIZING AGREEMENTS WITH REMONUMENTATION
SURVEYORS FOR RESEARCH AND SURVEYING REQUIRED UNDER THE
EATON COUNTY MONUMENTATION AND REMONUMENTATION PLAN
FOR THE 2021 GRANT YEAR**

Introduced by the Ways and Means Committee

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.

WHEREAS, Public Act 166 of 2014, amended PA 345 of 1990 to require the Board of Commissioners to appoint representatives to the peer review group.

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 FURTHER RESOLVED, that the Eaton County Board of Commissioners does hereby appoint the following individuals to the peer review group for the 2021 grant year:

Jeffery Autenrieth, PS
Autenrieth Surveying, LLC

Anthony Bumstead, PS
Bumstead Land Surveying, LLC

Gilbert Barish, PS (Alternate)
Geodetic Design, Inc.

Justin Carroll, PS
Geodetic Design, Inc.

David Clifford, PS
Enger Surveying & Engineering, Sole Prop.

Ron Enger, PS (Alternate)
Enger Surveying & Engineering, Sole Prop.

Ryan Miller, PS
RD Miller Land Surveying, LLC

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

Diana Bosworth,
Clerk of the Board of Commissioners

Addendum A

**EATON COUNTY REMONUMENTATION SURVEYORS
FOR THE 2021 GRANT YEAR**

| | |
|--|-------------|
| Bumstead Land Surveys Anthony Bumstead, P.S, Sole Proprietor 318 West Lovett #3 Charlotte, MI 48813 | \$10,275.00 |
| RD Miller Land Surveying, LLC Ryan Miller, P.S. P.O. Box 309 Olivet, MI 49076 | \$10,275.00 |
| Enger Surveying and Engineering Ronald L. Enger, P.S., Sole Proprietor P.O. Box 87 Mason, MI 48854 | \$10,275.00 |
| Geodetic Design, Inc. Gilbert Barish, P.S., President 2300 N. Grand River Ave. Lansing, MI 48906 | \$10,275.00 |
| Autenrieth Land Surveys, LLC Jeffrey K Autenrieth, P.S. Manage P.O. Box 80678 Lansing, MI. 48917 | \$10,275.00 |

CLAIMS AUDITED BY THE BOARD OF COMMISSIONERS JANUARY 15, 2021

| FUND# | DEPT# | DEPARTMENT | AMOUNT |
|--------------|--------------|------------------------|----------------------|
| 101 | 273 | RECEIPTS REFUNDABLE | \$ 145.27 |
| 101 | 101 | BOARD OF COMMISSIONERS | \$ 136.50 |
| 101 | 101.426 | EMERGENCY SERVICES | \$ 22,260.00 |
| 101 | 131 | CIRCUIT COURT | \$ 5,813.63 |
| 101 | 136 | DISTRICT COURT | \$ 6,817.24 |
| 101 | 148 | PROBATE COURT | \$ 3,194.93 |
| 101 | 149 | JUVENILE COURT | \$ 16,677.08 |
| 101 | 172 | CONTROLLER | \$ 162.33 |
| 101 | 215 | COUNTY CLERK | \$ 506.25 |
| 101 | 253 | COUNTY TREASURER | \$ 375.00 |
| 101 | 265 | BUILDING AND GROUNDS | \$ 40,170.98 |
| 101 | 267.229 | PROSECUTING ATTORNEY | \$ 569.25 |
| 101 | 301 | SHERIFF DEPARTMENT | \$ 23,854.29 |
| 101 | 303 | SHERIFF DELTA | \$ 21,297.59 |
| 101 | 351 | SHERIFF CORRECTIONS | \$ 24,163.23 |
| 101 | 430 | ANIMAL CONTROL | \$ 1,237.33 |
| 101 | 648 | MEDICAL EXAMINER | \$ 22,078.25 |
| 101 | 681 | VETERANS | \$ 2,841.13 |
| 101 | 721 | COMMUNITY DEVELOPMENT | \$ 665.00 |
| 101 | 901 | CAPITAL OUTLAY | \$ 961.76 |
| 245 | 901 | PUBLIC IMPROVEMENT | \$ 4,250.00 |
| 252 | 299 | PUBLIC DEFENDER | \$ 110,453.17 |
| 260 | 325 | 911 SURCHARGE | \$ 20.00 |
| 261 | 325 | CENTRAL DISPATCH | \$ 55,815.73 |
| 261 | 327 | WIRELESS TRAINING | \$ 5,915.00 |
| 292 | 362 | IN HOME CARE | \$ 120.00 |
| 296 | 149 | JUVENILE MILLAGE | \$ 3,000.00 |
| 298 | 228 | COMPUTER FUND | \$ 17,400.00 |
| 298 | 901 | COMPUTER FUND CAPITAL | \$ 39,127.38 |
| | | GRAND TOTAL | \$ 430,028.32 |

APPROVED BY:
COMMISSIONERS
AUGUSTINE, BREHLER, DROSCHA, LAUTZENHEISER, MOTT, MULDER, PEARL-WRIGHT

**CLAIMS AUDITED BY THE BOARD OF COMMISSIONERS JANUARY 15, 2021
IMMEDIATE PAYMENTS**

| FUND# | DEPT# | DEPARTMENT | AMOUNT |
|--------------|--------------|--------------------------------------|-----------------|
| 101 | 040.801 | STORM WATER IMPCT FEE REC'V | \$ 12,846.25 |
| 101 | 090.000 | PREPAID EXPENSES | \$ 716.56 |
| 101 | 090.002 | PREPAID EXPENSES INSURANCE-LIABILITY | \$ 169,812.75 |
| 101 | 090.004 | PREPAID EXPENSE-TELEPHONE | \$ 802.61 |
| 101 | 090.006 | PREPAID EXPENSE-POSTAGE/PRESORT | \$ 863.04 |
| 101 | 228 | DUE TO STATE | \$ 43,291.69 |
| 101 | 273 | RECEIPTS REFUNDABLE | \$ 1,676.25 |
| 101 | 273.001 | RECEIPTS REFUNDABLE - ECU | \$ 28,211.92 |
| 101 | 273.002 | RECEIPTS REFUNDABLE - ECU - MDHHS | \$ 3,558.00 |
| 101 | 101.101 | BOARD OF COMMISSIONERS | \$ 136.25 |
| 101 | 101.426 | EMERGENCY SERVICES | \$ 27,979.13 |
| 101 | 131 | CIRCUIT COURT | \$ 2,344.69 |
| 101 | 136 | DISTRICT COURT | \$ 3,197.70 |
| 101 | 148 | PROBATE COURT | \$ 242.24 |
| 101 | 149 | JUVENILE COURT | \$ 4,407.93 |
| 101 | 172 | CONTROLLER | \$ 78,958.30 |
| 101 | 262 | ELECTIONS | \$ 18,435.05 |
| 101 | 215 | COUNTY CLERK | \$ 681.63 |
| 101 | 228 | INFORMATION SYSTEMS | \$ 1,374.97 |
| 101 | 253 | COUNTY TREASURER | \$ 892.38 |
| 101 | 257 | EQUALIZATION | \$ 575.83 |
| 101 | 261 | MSU EXTENSION | \$ 34,787.25 |
| 101 | 265 | BUILDING AND GROUNDS | \$ 25,449.05 |
| 101 | 267-229 | PROSECUTING ATTORNEY | \$ 1,536.21 |
| 101 | 267-232 | ECU | \$ 2,002.88 |
| 101 | 275 | DRAIN COMMISSION | \$ 1,159.43 |
| 101 | 301 | SHERIFF DEPARTMENT | \$ 47,587.42 |
| 101 | 303 | SHERIFF DELTA | \$ 11,082.19 |
| 101 | 351 | SHERIFF CORRECTIONS | \$ 74,210.58 |
| 101 | 430 | ANIMAL CONTROL | \$ 1,411.54 |
| 101 | 631 | MID SOUTH SUBSTANCE ABUSE | \$ 37,714.45 |
| 101 | 671.101.673 | SALE OF FIXED ASSETS | \$ (3,784.00) |
| 101 | 681 | VETERANS | \$ 171.81 |
| 101 | 721 | COMMUNITY DEVELOPMENT | \$ 953.93 |
| 101 | 804 | COURTHOUSE SQUARE ASSOC | \$ 15,000.00 |
| 101 | 906-131 | 994.000 PRINCIPAL | \$ 244.56 |
| 101 | | 995.000 INTEREST | \$ 52.28 |
| 101 | 906-149 | 994.000 PRINCIPAL | \$ 818.62 |
| 101 | | 995.000 INTEREST | \$ 191.00 |
| 101 | 906-228 | 994.000 PRINCIPAL | \$ 495.25 |
| 101 | | 995.000 INTEREST | \$ 127.65 |
| 101 | 906-229 | 994.000 PRINCIPAL | \$ 269.30 |
| 101 | | 995.000 INTEREST | \$ 58.70 |
| 101 | 906.257 | 994.000 PRINCIPAL | \$ 711.94 |
| 101 | | 995.000 INTEREST | \$ 157.37 |
| 101 | 906-275 | 994.000 PRINCIPAL | \$ 1,469.90 |
| 101 | | 995.000 INTEREST | \$ 370.29 |
| 101 | 906-301 | 994.000 PRINCIPAL | \$ 6,380.21 |
| 101 | | 995.000 INTEREST | \$ 1,158.86 |
| 101 | 906-303 | 994.000 PRINCIPAL | \$ 5,204.86 |
| 101 | | 995.000 INTEREST | \$ 788.70 |
| 101 | 906-351 | 994.000 PRINCIPAL | \$ 420.22 |
| 101 | 906.351 | 995.000 INTEREST | \$ 113.79 |
| 101 | 906.430 | 994.000 PRINCIPAL | \$ 693.38 |
| 101 | | 995.000 INTEREST | \$ 140.77 |
| 201 | 449 | ROAD COMMISSION | \$ 2,122,489.70 |
| 208 | 751 | PARKS ADMINISTRATION | \$ 12,979.41 |
| 208 | 752 | FITZGERALD PARKS | \$ 2,232.20 |
| 208 | 753 | FOX PARK | \$ 693.65 |
| 208 | 754 | BELLEVUE | \$ 99.98 |
| 208 | 755 | LINCOLN PARK | \$ 743.90 |
| 208 | 756 | CRANDELL PARK | \$ 90.17 |
| 208 | 906 | 994.000 PRINCIPAL | \$ 1,268.54 |
| 208 | 906 | 995.000 INTEREST | \$ 273.56 |

**CLAIMS AUDITED BY THE BOARD OF COMMISSIONERS JANUARY 15, 2021
IMMEDIATE PAYMENTS**

| FUND# | DEPT# | DEPARTMENT | AMOUNT |
|--------------|--------------|--|-----------------|
| 221 | 601 | HEALTH DEPARTMENT | \$ 602,158.29 |
| 228 | 528 | RESOURCE RECOVERY | \$ 320.91 |
| 228 | 529 | COUNTY PROJECTS | \$ 4,071.22 |
| 228 | 530 | LOCAL UNIT GRANT PROJECTS | \$ 960.98 |
| 228 | 906 | 994.000 PRINCIPAL | \$ 584.28 |
| 228 | 906 | 995.000 INTEREST | \$ 106.90 |
| 249 | 371 | CONSTRUCTION CODE | \$ 485.99 |
| 252 | 299 | PUBLIC DEFENDER | \$ 1,573.31 |
| 255 | 257 | REMONUMENTATION | \$ 1,400.00 |
| 260 | 325 | 911 SURCHARGE | \$ 672.97 |
| 261 | 325 | CENTRAL DISPATCH | \$ 17,542.39 |
| 261 | 327 | 911 WIRELESS TRAINING | \$ 730.00 |
| 261 | 101-426 | EMERGENCY SERVICES | \$ 790.80 |
| 261 | 906.994.000 | DEBT SERVICE- PRINCIPAL | \$ 994.57 |
| 261 | 906.995.000 | DEBT SERVICE -INTEREST | \$ 236.04 |
| 272 | 130-138 | PRIORITY COURT | \$ 1,395.00 |
| 273 | 130-140 | DRUG COURT - PROGRAM INCOME | \$ 868.75 |
| 274 | 130.138 | SWIFT & SURE SANCTIONS | \$ 2,730.00 |
| 275 | 130-138 | VETERAN'S COURT | \$ 1,030.00 |
| 276 | 130.153 | COMMUNITY CORRECTIONS | \$ 4,370.00 |
| 276 | 130.330 | DRUNK DRIVE JAIL REDUCTION | \$ 435.00 |
| 277 | 301 | SHERIFF DEPARTMENT | \$ 7,047.07 |
| 278 | 130-138 | DRUG COURT - GRANT FUNDING | \$ 3,097.50 |
| 287 | 301-428 | AREA PLANNER | \$ 8,786.61 |
| 292 | 130-356 | YOUTH FACILITY | \$ 14,273.72 |
| 292 | 130-358 | COMMUNITY BASED TREATMENT | \$ 1,115.51 |
| 292 | 130-360 | DAY TREATMENT | \$ 1,927.35 |
| 292 | 130-362 | IN HOME CARE | \$ 838.36 |
| 292 | 130-368 | CCF PREVENTION SERVICES | \$ 17,827.40 |
| 292 | 130-650 | STATE INSTITUTIONS | \$ 9,624.90 |
| 292 | 906-356 | 994.000 PRINCIPAL | \$ 550.65 |
| 292 | | 995.000 INTEREST | \$ 119.03 |
| 292 | 906-360 | 994.000 PRINCIPAL | \$ 994.75 |
| 292 | | 995.000 INTEREST | \$ 181.46 |
| 293 | 689 | SOLDIERS & SAILORS | \$ 1,230.00 |
| 296 | 130-149 | JUVENILE MILEAGE | \$ 32,305.50 |
| 298 | 228 | COMPUTER FUND | \$ 319.96 |
| 298 | 901 | COMPUTER FUND CAPITAL | \$ 819.19 |
| 512 | 635 | MEDICAL CARE FACILITY | \$ 1,526,017.33 |
| 515 | 253 | FORECLOSING GVT UNIT | \$ 6,060.92 |
| 656 | 861 | EMPLOYER SHARED RETIREMENT | \$ 321,272.22 |
| 670 | 090.000 | HEALTH - SELF INSURANCE - PREPAID EXPENSES | \$ 525,803.00 |
| 670 | 851-865 | HEALTH INS VISION CLAIMS CURRENT EMP | \$ 4,392.17 |
| 670 | 851-866 | REIREES HEALTH INS VISION CLAIMS | \$ 155.06 |
| 676 | 852 | RETIREE HEALTH HCSP | \$ 36,391.08 |
| 677 | 871 | WORKERS COMPENSATION | \$ 13,447.75 |
| 678 | 870 | MESC | \$ 17,844.59 |
| 679 | 853 | LIFE & DISABILITY | \$ 2,104.80 |
| 680 | 854 | DENTAL INSURANCE | \$ 2,105.76 |
| 698 | 20X8 300.000 | BONDS PAYABLE | \$ 38,000.00 |
| 698 | 906.000 | DEBT SERVICE INTEREST | \$ 79.33 |
| 699 | 20X9.300.000 | BONDS PAYABLE | \$ 206,000.00 |
| 701 | 226.015 | DUE TO TOWNSHIPS WINDSOR TOWNSHIP | \$ 218.43 |
| 701 | 228-001 | DUE TO STATE EDUCATION TAX | \$ 78,413.25 |
| 701 | 228-006 | T/A-DUE TO STATE PROBATE CRT SHARED FEES | \$ 3,313.86 |
| 701 | 228-016 | T/A-DUE TO STATE PISTOL PERMITS | \$ 15,074.00 |
| 701 | 228-028 | T/A-DUE TO STATE PROBATE CRT ORDERED PYMTS | \$ 330.16 |
| 701 | 228-037 | T/A-DUE TO STATE CRIME VICTIMS RIGHTS | \$ 2,209.68 |
| 701 | 228-042 | T/A-DUE TO STATE STATE COURT FEES | \$ 1,245.00 |
| 701 | 228.044 | T/AODUE TO STATE TSFR TAX | \$ 383,868.75 |
| 701 | 228-046 | T/A-DUE TO STATE TRAILER COACH PARK SPECIFIC | \$ 1,858.00 |
| 701 | 228-055 | T/A-DUE TO STATE DNA SPECIMEN FEE | \$ 78.00 |
| 701 | 228-056 | T/A-DUE TO STATE ELECTRONIC FILING FEE | \$ 1,750.00 |

**CLAIMS AUDITED BY THE BOARD OF COMMISSIONERS JANUARY 15, 2021
IMMEDIATE PAYMENTS**

| FUND# | DEPT# | DEPARTMENT | AMOUNT |
|---------------------------------------|--------------|---|------------------------|
| 701 | 228-057 | T/A-DUE TO STATE JUROR COMPENSATION FUND | \$ 100.00 |
| 701 | 228-058 | T/A-DUE TO STATE CIVIL FILING FEE FUND | \$ 9,710.00 |
| 701 | 228-059 | T/A-DUE TO STATE JUSTICE SYSTEM FUND | \$ 2,982.98 |
| 701 | 228-062 | T/A-DUE TO STATE NOTARY TRAINING & EDUCATION FUND | \$ 30.00 |
| 701 | 228.064 | DUE TO STATE FINGERPRINT - OTHER AGENCIES | \$ 562.25 |
| 701 | 230.010 | PAYROLL DEDUCTIONS PAYABLE AMERICAN FIDELITY | \$ 2,985.56 |
| 701 | 265-000 | T/A-APPEARANCE BONDS PAYABLE | \$ 3,400.00 |
| 701 | 268.002 | ESCHEATABLE MONIES | \$ 31.40 |
| 701 | 271-002 | T/A-RESTITUTION PAYABLE PROBATION | \$ 28,657.98 |
| 701 | 271-004 | T/A-RESTITUTION PAYABLE JUVENILE | \$ 3,190.50 |
| 701 | 300-003 | T/A-BONDS PAYABLE DRAIN CONTRACT BONDS | \$ 5,500.00 |
| 702 | 083.00 | DUE FROM EMPLOYEES | \$ 43.40 |
| 702 | 221.004 | DUE TO CITIES LANSING | \$ 587.86 |
| 702 | 228.002 | DUE TO STATE MI WITHHOLDING TAX | \$ 70,606.90 |
| 702 | 229.001 | DUE TO FEDERAL GOV'T FED WITHHOLDING | \$ 191,890.49 |
| 702 | 229-002 | T/A-PAYROLL DUE TO FED GOVT SS TAXES | \$ 114,180.54 |
| 702 | 229-003 | T/A-DUE TO FED GOVT MEDICARE TAXES | \$ 26,874.56 |
| 702 | 231.000 | T/A - PAYROLL DEDUCTIONS PAYABLE | \$ 22,856.24 |
| 702 | 231-002 | T/A-PAYROLL DEDUCTIONS PAYABLE HGB WELLNESS CTR | \$ 1,503.00 |
| 702 | 231.008 | PYRL DEDUCTIONS PBLE FLEXIBLE SPENDING ACCT | \$ 12,488.48 |
| 702 | 231.009 | PYRL DEDUCTIONS PBLE DEF COMP | \$ 33,588.68 |
| 702 | 231.010 | PAYROLL DEDUCTIONS PAYABLE AMERICAN FIDELITY | \$ 672.93 |
| 702 | 231.011 | PYRL DEDUCTION PBLE HEALTH CARE SAVING PLAN | \$ 31,353.83 |
| 702 | 231.015 | PYRL DEDUCTIONS PBLE MERS | \$ 121,756.06 |
| 702 | 258.000 | ACCRUED TAXES PAYABLE | \$ 141,055.25 |
| 720 | 301 | SHERIFF DEPT DONATIONS | \$ 1,040.63 |
| 768 | 130-356 | DONATIONS - YOUTH FACILITY | \$ 225.85 |
| 801 | 901 | DRAIN FUND | \$ 632,426.24 |
| 802 | 101.000 | REVOVLING DRAIN FUND - INVENTORY | \$ 1,171.60 |
| | | TOTAL CHECKS | \$ 8,205,049.38 |
| CATEGORY | | WIRE TRANSFERS | |
| PAYROLL AND BENEFITS | | | \$ 1,252,958.52 |
| INVESTMENTS | | | \$ - |
| | | TOTAL WIRE TRANSFERS | \$ 1,252,958.52 |
| GRAND TOTAL IMMEDIATE PAYMENTS | | | \$ 9,458,007.90 |

**APPROVED BY:
COMMISSIONERS
AUGUSTINE, BREHLER, DROSCHA, LAUTZENHEISER, MOTT, MULDER, PEARL-WRIGHT**

EATON COUNTY BOARD OF COMMISSIONERS

January 20, 2021

**RESOLUTION TO APPROVE MEDIATOR’S RECOMMENDED SETTLEMENT WITH THE
COMMAND OFFICERS ASSOCIATION OF MICHIGAN, SHERIFF COMMAND OFFICERS
ASSOCIATION**

Introduced by the Ways and Means Committee

WHEREAS, the Board of Commissioners participated in mediation on January 11, 2021 with the Command Officers Association of Michigan, (“the Union”), which represents the Sheriff Command Officers Association; and

WHEREAS, the mediator proposed a recommended settlement to the parties (attached); and

WHEREAS, the County has been notified that the membership has ratified the terms of the mediator’s recommendation attached to this resolution; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners approve the mediator’s recommended settlement for the collective bargaining agreement with the Command Officers Association of Michigan, Sheriff Command Officers Association, for the period through September 30, 2021; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners is authorized to sign any necessary documents.

EATON COUNTY/COAM

Mediator's Recommendation

January 11, 2021

Having met with the parties in mediation, I make the following Recommendation for each party to seek ratification:

1. I adopt the parties Tentative Agreement reached in December 2020 in full except as modified by this Recommendation.
2. The salary schedule contained in Appendix A of the existing collective bargaining agreement shall be improved by 3% as follows:
 - A. The Union shall provide notice of ratification to the employer on or before January 19, 2021.
 - B. The Employer, if the Union has ratified, shall present this Recommendation for ratification vote on January 20, 2021.
 - C. The wage increase effective date shall be January 20, 2021 unless either party fails to ratify.
 - D. There shall be no retroactivity of pay.
 - E. There shall be no off-schedule payment to any bargaining unit member.
3. There shall be no separate pay differential for the Detective Sgt.

I strongly urge both parties to ratify this Recommendation.

Thomas R. Zulch, Esq.

Labor Mediator

State of Michigan

Department of Labor and Economic Opportunity

Bureau of Employment Relations