EATON COUNTY BOARD OF COMMISSIONERS
WEDNESDAY, FEBRUARY 17, 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. Approval of Minutes of January 4, 2021 and January 20, 2021

VII. Communications

VIII. Retirement Recognition Resolutions

IX. Resolution to Proclaim February as Black History Month

X. Limited Public Comment

XI. COMMITTEE REPORTS AND RESOLUTIONS

A. HEALTH AND HUMAN SERVICES COMMITTEE – Commissioner Mott

B. PUBLIC SAFETY COMMITTEE – Commissioner Barnes
1. Resolution to Approve FY 2020 Homeland Security Grant Program Region 1 Subrecipient Agreement
2. Community Corrections Advisory Board Appointment

C. INFORMATION TECHNOLOGY & COMMUNICATION COMMITTEE – Commissioner Ridge

D. PUBLIC WORKS AND PLANNING COMMITTEE – Commissioner Lautzenheiser
1. Zoning Board of Appeals Appointment

E. WAYS & MEANS COMMITTEE - Commissioner Mulder
1. Resolution Pledging Full Faith and Credit for McGilvra Drain Drainage District Bonds
2. Resolution to Approve FY 2021 Budget Amendments
3. Approval of FY 2021-2022 Budget Schedule
4. Claims and Purchases

XII. Limited Public Comment

XIII. Commissioner Comment

XIV. Unfinished Business

XV. Old Business

XVI. New Business

XVII. Adjourn to Wednesday, March 17, 2021 regular meeting at 7:00 p.m.

EATON COUNTY BOARD OF COMMISSIONERS
JANUARY 4, 2021
ORGANIZATIONAL MEETING

The Eaton County Board of Commissioners met in virtual organizational session on Monday, January 4, 2021.

County Clerk Diana Bosworth called the meeting to order at 7:00 p.m.

Pledge of Allegiance was given by all.

Invocation was given by Commissioner Mulder.

Oath of Office was recited by all Commissioners and given by Clerk Bosworth.

Roll call. Commissioners present; Tim Barnes, Blake Mulder, Terrance Augustine, Brandon Haskell, Jeanne Pearl-Wright, Jane M. Whitacre, Mark Mudry, Joseph Brehler, Brian Droscha, Dairus Reynnet, Wayne Ridge, Brian Lautzenheiser, Jim Mott, Jeremy Whittum, Barbara Rogers. Commissioners absent: none.

Clerk Bosworth opened the floor for nominations for Chairperson of the Board.

Commissioner Droscha nominated Commissioner Rogers for Chairperson of the Board of Commissioners for the two-year term 2021-2022. Clerk Bosworth asked for any further nominations.

Simultaneously, Commissioner Droscha moved to call the question. Seconded by Commissioner Reynnet. Discussion ensued as to the question being called. Clerk Bosworth consulted Robert's Rules and determined that the motion was out of order when made, as the Clerk had not closed the nominations.

Commissioner Ridge nominated Commissioner Whittum for Chairperson of the Board of Commissioners for the two-year term 2021-2022. Seconded by Commissioner Mulder.

Clerk Bosworth asked for any further nominations. Seeing none, the nominations were closed.

Clerk Bosworth requested that IT personnel create a separate virtual meeting room for the purpose of voting on the nominations. Each commissioner entered the meeting room with the Clerk to cast their vote. The Clerk recorded the votes as follows:

Commissioner Barnes vote for -	Barbara Rogers
Commissioner Mulder vote for -	Jeremy Whittum
Commissioner Augustine vote for -	Jeremy Whittum
Commissioner Haskell vote for -	Jeremy Whittum
Commissioner Pearl-Wright vote for -	Jeremy Whittum
Commissioner Whitaker vote for -	Jeremy Whittum

Commissioner Mudry vote for -	Jeremy Whittum
Commissioner Brehler vote for -	Jeremy Whittum
Commissioner Droscha vote for -	Barbara Rogers
Commissioner Reynnet vote for -	Barbara Rogers
Commissioner Ridge vote for -	Jeremy Whittum
Commissioner Lautzenheiser vote for -	Barbara Rogers
Commissioner Mott vote for -	Barbara Rogers
Commissioner Whittum vote for -	Jeremy Whittum
Commissioner Rogers vote for -	Barbara Rogers

Clerk Bosworth announced there were nine votes for Commissioner Whittum and six votes for Commissioner Rogers.

Chairperson Whittum was given the Oath of Office by Clerk Bosworth. Clerk Bosworth turned the meeting over to Chairperson Whittum.

Chairperson Whittum asked for nominations for Vice-Chairperson of the Board for 2021.

Commissioner Mulder nominated Commissioner Lautzenheiser for Vice Chairperson of the Board of Commissioners for 2021. Seconded by Commissioner Ridge. As there were no other nominations, the nominations were closed.

Roll call vote. Ayes: Tim Barnes, Blake Mulder, Terrance Augustine, Brandon Haskell, Jeanne Pearl-Wright, Jane M. Whitacre, Mark Mudry, Joseph Brehler, Brian Droscha, Dairus Reynnet, Wayne Ridge, Brian Lautzenheiser, Jim Mott, Jeremy Whittum, Barbara Rogers. Nays: none. Carried.

Vice-Chairman Lautzenheiser was given the Oath of Office by Clerk Bosworth.

Chairman Whittum appointed the following Commissioners to the Committee on Committees – Commissioners Mulder, Brehler, Augustine, Lautzenheiser and Chairman Whittum.

Chairman recessed at 7:44 p.m. the meeting for a Committee on Committees meeting.

Chairman Whittum reconvened the meeting at 8:18 p.m.

Commissioner Augustine moved to accept the 2021 Committee assignments as distributed. (On file) Seconded by Commissioner Haskell. Roll call vote. Ayes: Tim Barnes, Blake Mulder, Terrance Augustine, Brandon Haskell, Jeanne Pearl-Wright, Jane M. Whitacre, Mark Mudry, Joseph Brehler, Brian Droscha, Dairus Reynnet, Wayne Ridge, Brian Lautzenheiser, Jim Mott, Jeremy Whittum, Barbara Rogers. Nays: none. Carried.

Commissioner Mulder moved the approval of meeting dates and times for the Board of Commissioners and Committees for 2021. Seconded by Commissioner Lautzenheiser. Roll call vote. Ayes: Tim Barnes, Blake Mulder, Terrance Augustine, Brandon Haskell, Jeanne Pearl-Wright, Jane M. Whitacre, Mark Mudry, Joseph Brehler, Brian Droscha, Dairus Reynnet, Wayne Ridge, Brian Lautzenheiser, Jim Mott, Jeremy Whittum, Barbara Rogers. Nays: none. Carried.

No commissioner disclosure statements were made.

Commissioner Mulder moved the approval of #21-1-1 Resolution to Allow County Treasurer to Deposit and Withdraw Funds. Seconded by Commissioner Pearl-Wright. Roll call vote. Ayes: Tim Barnes, Blake Mulder, Terrance Augustine, Brandon Haskell, Jeanne Pearl-Wright, Jane M. Whitacre, Mark Mudry, Joseph Brehler, Brian Droscha, Dairus Reynnet, Wayne Ridge, Brian Lautzenheiser, Jim Mott, Jeremy Whittum, Barbara Rogers. Nays: none. Carried.

Commissioner Brehler moved the approval of #21-1-2 Resolution to Defer Property Tax Payments for Senior Citizens and Other Qualified Individuals.

Seconded by Commissioner Whitaker. Roll call vote. Ayes: Tim Barnes, Blake Mulder, Terrance Augustine, Brandon Haskell, Jeanne Pearl-Wright, Jane M. Whitacre, Mark Mudry, Joseph Brehler, Brian Droscha, Dairus Reynnet, Wayne Ridge, Brian Lautzenheiser, Jim Mott, Jeremy Whittum, Barbara Rogers. Nays: none. Carried.

Public Comment: None

Chairperson recessed the meeting until January 20, 2021 at 7:00 p.m.

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Chairperson of the Board of Commissioners	Clerk of the Board of Commissioners

EATON COUNTY BOARD OF COMMISSIONERS
JANUARY 20, 2021

The Eaton County Board of Commissioners met in virtual session on Wednesday, January 20, 2021 as permitted by PA 228 of 2020.

Chairman Whittum called the meeting to order at 7:00 p.m.

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

Commissioner Ridge gave the invocation.

During roll call, the members announced the location they were attending remotely from, as follows:

Roll call. Commissioners present: Tim Barnes from his residence in Roxand Township, Eaton County, Michigan; Blake Mulder from Clare, Michigan; Terrance Augustine from his residence in the City of Grand Ledge, Eaton County, Michigan; Brandon Haskell from his residence in Delta Township, Eaton County, Michigan; Jeanne Pearl-Wright from her residence in Delta Township, Eaton County, Michigan; Jane M. Whitacre from her residence in Delta Township, Eaton County, Michigan; Mark Mudry from his residence in Delta Township, Eaton County, Michigan; Joseph Brehler from his residence in the City of Lansing, Eaton County, Michigan; Brian Droscha from his residence in Eaton Township, Eaton County, Michigan; Dairus Reynnet from his residence in Windsor Township, Eaton County, Michigan; Wayne Ridge from his residence in the City of Charlotte, Eaton County, Michigan, Brian Lautzenheiser from his residence in the City of Charlotte, Eaton County, Michigan; Jim Mott from his residence in Walton Township, Eaton County, Michigan; Barbara Rogers from her residence in Hamlin Township, Eaton County, Michigan; and Jeremy Whittum attended in-person at the County Courthouse in Charlotte, Eaton County, Michigan. Commissioners absent: None.

Commissioner Mulder requested the following addition under the Ways & Means Committee; Item #10 Resolution to Approve Mediator's Recommended Settlement with the Command Officers Association of Michigan, Sheriff Command Officers Association.

Commissioner Barnes requested the following addition under the Public Safety Committee; Item #3 Resolution to Approve Intergovernmental Agreement for Police Services – Maple Valley Schools.

Commissioner Haskell moved the agenda be approved as amended. Seconded by Commissioner Droscha. Roll call vote. Ayes: Tim Barnes, Blake Mulder, Terrance Augustine, Brandon Haskell, Jeanne Pearl-Wright, Jane M. Whitacre, Mark Mudry, Joseph Brehler, Brian Droscha, Dairus Reynnet, Wayne Ridge, Brian Lautzenheiser, Jim Mott, Jeremy Whittum, Barbara Rogers. Nays: None. Carried.

Communications: None

Limited Public Comment: None

Commissioner Droscha moved the approval of #21-1-3 Resolution to Approve Animal Control Grant Application.

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.

Seconded by Commissioner Barnes. Roll call vote. Ayes: Tim Barnes, Blake Mulder, Terrance Augustine, Brandon Haskell, Jeanne Pearl-Wright, Jane M. Whitacre, Mark Mudry, Joseph Brehler, Brian Droscha, Dairus Reynnet, Wayne Ridge, Brian Lautzenheiser, Jim Mott, Jeremy Whittum, Barbara Rogers. Nays: None. Carried.

Commissioner Lautzenheiser moved the approval of #21-1-4 Resolution to Approve Dispatch Tower Lease Agreement.

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.

Seconded by Commissioner Haskell. Roll call vote. Ayes: Tim Barnes, Blake Mulder, Terrance Augustine, Brandon Haskell, Jeanne Pearl-Wright, Jane M. Whitacre, Mark Mudry, Joseph Brehler, Brian Droscha, Dairus Reynnet, Wayne Ridge, Brian Lautzenheiser, Jim Mott, Jeremy Whittum, Barbara Rogers. Nays: None. Carried.

Commissioner Barnes moved the approval of #21-1-5 Resolution to Approve Intergovernmental Agreement for Police Services – Maple Valley Schools.

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 assigned patrols 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.

Seconded by Commissioner Augustine. Roll call vote. Ayes: Tim Barnes, Blake Mulder, Terrance Augustine, Brandon Haskell, Jeanne Pearl-Wright, Jane M. Whitacre, Mark Mudry, Joseph Brehler, Brian Droscha, Dairus Reynnet, Wayne Ridge, Brian Lautzenheiser, Jim Mott, Jeremy Whittum, Barbara Rogers. Nays: None. Carried.

Commissioner Lautzenheiser moved the approval of #21-1-6 Resolution to Approve Alternative Parks Annual Fee.

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.

Seconded by Commissioner Augustine. Roll call vote. Ayes: Tim Barnes, Blake Mulder, Terrance Augustine, Brandon Haskell, Jeanne Pearl-Wright, Jane M. Whitacre, Mark Mudry, Brian Droscha, Dairus Reynnet, Wayne Ridge, Brian Lautzenheiser, Jim Mott, Jeremy Whittum, Barbara Rogers. Nays: Joseph Brehler. Carried.

Commissioner Mulder moved the approval of the following two resolutions:

#21-1-7 2021 Borrowing Resolution, and Resolution #20-1-8 Authorizing 2021 Administrative Fund.

2021 BORROWING RESOLUTION
<u>(2020 DELINQUENT TAXES)</u>

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.

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.

Both resolutions seconded by Commissioner Lautzenheiser. Roll call vote. Ayes: Tim Barnes, Blake Mulder, Terrance Augustine, Brandon Haskell, Jeanne Pearl-Wright, Jane M. Whitacre, Mark Mudry, Joseph Brehler, Brian Droscha, Dairus Reynnet, Wayne Ridge, Brian Lautzenheiser, Jim Mott, Jeremy Whittum, Barbara Rogers. Nays: None. Carried.

Commissioner Mulder moved the approval of the following four resolutions:

#20-1-9 Resolution to Approve an Application for a Farmland and Open Space Developmental Rights Agreement – Webb - Walton Township.

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.

#21-1-10 Resolution to Approve an Application for a Farmland and Open Space Developmental Rights Agreement – Webb – Bellevue Township.

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.

#21-1-11 Resolution to Approve an Application for a Farmland and Open Space Developmental Rights Agreement – Webb – Kalamo Township.

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.

#20-1-12 Resolution to Approve an Application for a Farmland and Open Space Developmental Rights Agreement – Armbruster.

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.

All four resolutions seconded by Commissioner Rogers. Roll call vote. Ayes: Tim Barnes, Blake Mulder, Terrance Augustine, Brandon Haskell, Jeanne Pearl-Wright, Jane M. Whitacre, Mark Mudry, Joseph Brehler, Brian Droscha, Dairus Reynnet, Wayne Ridge, Brian Lautzenheiser, Jim Mott, Jeremy Whittum, Barbara Rogers. Nays: None. Carried.

Commissioner Mulder moved the approval of the following two resolutions:

#21-1-13 Resolution to Appoint County Remonumentation Representative and Related Contract.

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

WHEREAS, 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.

#21-1-14 Resolution Authorizing Agreements with Remonumentation Surveyors for the 2021 Grant Year.

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

Both resolutions seconded by Commissioner Pearl-Wright. Roll call vote. Ayes: Tim Barnes, Blake Mulder, Terrance Augustine, Brandon Haskell, Jeanne Pearl-Wright, Jane M. Whitacre, Mark Mudry, Joseph Brehler, Brian Droscha, Dairus Reynnet, Wayne Ridge, Brian Lautzenheiser, Jim Mott, Jeremy Whittum, Barbara Rogers. Nays: None. Carried.

Commissioner Mulder moved the approval of claims as audited by the Ways & Means Committee for $430,028.32 to accept the report of previously authorized payments.

Seconded by Commissioner Lautzenheiser. Roll call vote. Ayes: Tim Barnes, Blake Mulder, Terrance Augustine, Brandon Haskell, Jeanne Pearl-Wright, Jane M. Whitacre, Mark Mudry, Joseph Brehler, Brian Droscha, Dairus Reynnet, Wayne Ridge, Brian Lautzenheiser, Jim Mott, Jeremy Whittum, Barbara Rogers. Nays: None. Carried.

Commissioner Mulder moved the approval of #21-1-15 Resolution to Approve Mediator's Recommended Settlement with the Command Officers Association of Michigan, Sheriff Command Officers Association.

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.

Seconded by Commissioner Augustine. Roll call vote. Ayes: Tim Barnes, Blake Mulder, Terrance Augustine, Brandon Haskell, Jeanne Pearl-Wright, Jane M. Whitacre, Mark Mudry, Joseph Brehler, Brian Droscha, Dairus Reynnet, Wayne Ridge, Brian Lautzenheiser, Jim Mott, Jeremy Whittum, Barbara Rogers. Nays: None. Carried.

Limited Public Comments: None

Commissioner Comments: Commissioners Haskell, Whitacre, Barnes and Brehler spoke regarding COVID-19 vaccine clinics and health department volunteers.

There was no Unfinished Business or Old Business.

New Business:

Chairman Whittum adjourned the meeting to the Organizational Meeting on Monday, February 17, 2021 at 7:00 p.m.

______________________________	______________________________
Chairman of the Board of Commissioners	Clerk of the Board of Commissioners

Dear Community Leader:

NAMI Lansing, the local affiliate of the National Alliance on Mental Illness, invites you and your colleagues to a program entitled **TRI-COUNTY RESPONSE TO MENTAL HEALTH CRISES.** Ernie Stevens, subject of the award-winning HBO documentary ***Ernie & Joe: Crisis Cops,*** joins local panelists following each 25-minute screening of this documentary on ***March 9, 2021 @ 3:00 PM and March 10th, 2021 @ 7:00 PM*** highlighting effective policing with people in mental health crisis. These screenings, followed by panel discussions with local crisis response experts, will focus on current Tri-county Intervention Team activities and best practices for mental health crisis. There will be an opportunity for Q & A.

As a community leader, we invite you to also join us on **Wednesday, March 10, 2021 from 3:00 – 4:30 PM,** for a community discussion: **Connecting Mental Health Services.** Updates on the current Tri-County Crisis Intervention Team activities & trainings, insights into best practices, alternative responses such as Mobile Mental Health Crisis Units, and possible ways to improve our Tri-County Response to Mental Health Crisis will be processed.

Police officers often respond to situations where someone is having mental health difficulties. ***Ernie & Joe: Crisis Cops*** demonstrates ways that police can help resolve a crisis, to encourage mental health treatment and avoid jail. Since 2016, local agencies have collaborated to create Tri-County CIT which has provided a 40-hour Crisis Intervention Team (C.I.T.) training to over 240 police officers and first responders. After five years of providing C.I.T. Trainings, it is time to check in with our trainees, our Community Leaders, and Stakeholders, to see how C.I.T. is being utilized, how the program is working in various communities across the Tri-County Area and ways to improve.

When you register for one or more of these ***virtual*** events you will be provided with the timeframe for a live link to watch the full 95-minute documentary. Free registration is available at: www.namilansing.org/citprogram, or by email at citprogram@namilansing.org.

Sincerely,

Margaret Keeler, PMHNP	Teresa Ritsema
NAMI Lansing Board Member at Large	NAMI Lansing Board Member at Large

NAMI Lansing
National Alliance on Mental Illness

JOIN THE COMMUNITY CONVERSATION

TRI-COUNTY RESPONSE TO MENTAL HEALTH CRISES (VIRTUAL EVENTS)

March 9 3:00 - 4:30 PM Screening Film and Panel Discussion

March 10 3:00 - 4:30 PM Connecting Mental Health Services

March 10 7:00 - 8:30 PM Screening Film and Panel Discussion

After viewing the 25 minute documentary "Ernie & Joe: Crisis Cops", NAMI Lansing will lead a virtual discussion on helping people in mental health crises. Ernie Stevens, lead character of the documentary, will join us, along with members of the Tri - County Crisis Intervention Team (CIT) and Community Mental Health Authority - CEI. There will be a Q & A session after each screening with an opportunity for community input.

For registration and info go to namilansing.org/citprogram or email us at citprogram@namilansing.org

These events are sponsored by the Lansing Police Department, Ingham County Prosecutor's Office, Mental Health Association in Michigan, Citizens for Prison Reform, LMTS Outreach Services, Peckham Inc., Community Mental Health Association of Michigan, Families Against Narcotics, and the Lansing City Rescue Mission.

EATON COUNTY BOARD OF COMMISSIONERS

February 17, 2021

RESOLUTION TO PROCLAIM FEBRUARY 2021 AS BLACK HISTORY MONTH IN EATON COUNTY

Introduced by Chairman Jeremy Whittum

WHEREAS, the Eaton County Board of Commissioners takes pride in recognizing February 2021 as Black History Month. Celebrating the many notable contributions people of African descent have invested to our country;

WHEREAS, "Negro History Week" was first established in 1926 by the Association for the Study of African American Life and History (ASALH), under the leadership of Dr. Carter G. Woodson, the famed African American historian known as the "Father of Black History"; and

WHEREAS, in 1976, ASALH expanded the celebration of Black History Week to a month-long celebration of Black History; and

WHEREAS, Congress passed Public Law 99-244 designating February 1986 as the sixtieth annual public and private salute to Black History observed as "National Black (Afro-American) History Month;" and

WHEREAS, Crispus Attucks, an American of African and Native decent, was the first casualty of America's quest for independence. Crispus Attucks was martyred in the Boston Massacre, a conflict that sparked resentment which led to the Revolutionary War, where 9,000 Black Patriots served with dignity and honor; and

WHEREAS, Diversity of Black people is celebrated, whether they self-identify as African, African-American or Black; and

WHEREAS, we recognize this year's theme of "The Black Family: Representation, Identity and Diversity;" and

WHEREAS, we revere the unifying bonds within The Black Family despite challenges placed on those ties by persistent and abundant racial disparities in our society, including the criminal justice system, healthcare, education, economic opportunity, and many other areas affecting the Black community; and

WHEREAS, we now hereby recognize and celebrate all identities of The Black Family structure, whether it is a traditional family unit, or a purposefully created group of individuals formed from shared compassion, love, support, ideas, and beliefs; and

WHEREAS, each Black Family has a unique and interesting American story which, although some may not fully understand, we as Americans should listen and show we care, treating each with respect and empathy; and

WHEREAS, today, we celebrate and affirm the contributions of The Black Family to our Communities, throughout our state and our nation.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners does hereby proclaim February 2021, as Black History Month in Eaton County.

EATON COUNTY BOARD OF COMMISSIONERS

February 17, 2021

RESOLUTION TO APPROVE FY 2020 HOMELAND SECURITY GRANT PROGRAM REGION 1 SUB-RECIPIENT AGREEMENT

Introduced by the Public Safety Committee

WHEREAS, Eaton County is a member of Michigan State Police Region 1 for purposes of participation in the Homeland Security Grant Fund distribution; and

WHEREAS, Ingham County has agreed to act as the fiduciary agent for the Region 1 Board for the administration of this grant program; and

WHEREAS, in order to receive its allocation through this grant program the County is required to enter into a sub-recipient agreement with the fiduciary agent (Ingham County); and

WHEREAS, the Public Safety Committee has reviewed and is recommending the approval of the attached sub-recipient agreement.

NOW THEREFORE BE IT RESOLVED, the Eaton County Board of Commissioners approves entering into the Sub-recipient Agreement with Ingham County for the FY 2020 Homeland Security Grant Program.

FY 2020 HSGP REGION 1 BOARD SUBRECIPIENT AGREEMENT
FEDERAL FUNDS FROM THE DEPARTMENT OF
HOMELAND SECURITY (CFDA 97.067)

AGREEMENT TERM - SEPTEMBER 1, 2020 TO MAY 31, 2023

PART I

As part of the FY 2020 Homeland Security Grant Program (HSGP) the Region 1 Board has elected the County of Ingham, a municipal corporation and political subdivision of the State of Michigan (hereinafter "Ingham County") to serve as the Fiduciary Agent for Region 1.

As the Region 1's Fiduciary Agent, Ingham County (IRS/Vendor #38-6005629 and DUNS #361118110) agrees to be the Subrecipient on behalf of Region 1 for Fiscal Year (FY) 2020 Homeland Security Grant Program (HSGP) funds from the Federal Emergency Management Agency/Grant Operations passed through Michigan State Police Emergency Management and Homeland Security Division (Recipient) in a Subaward Grant Agreement bearing Grant No. EMW-2020-SS-00021 (hereinafter referred to as the "Grant Agreement.") Said Federal Grant Award is identified as follows:

1) Grant Name: Fiscal Year (FY) 2020 Homeland Security Grant Program.
2) Federal Award Identification Number (FAIN): EMW-2020-SS-00044-S01.
3) CFDA #97-067.
4) Federal Award Date: 9/11/2020
5) Subaward Performance Period: 09/01/2020 – 05/31/2023.
6) Funding:
    a) Federal Funds Obligated by this Action: $848,621.00.
    b) Total Federal Funds Obligated to Subrecipient (i.e. Ingham County for Region 1): $848,621.00.
    c) Total Amount of Federal Award to Recipient: $13,631,755.00.
7) No funding for research and development (R&D).
8) No Indirect Cost Rate.

Ingham County agrees to spend the FY 2020 HSGP funds received from the Recipient according to decisions made by Region 1 Board that are approved by the Recipient.

As the Subrecipient of FY 2020 HSGP grant funds received from the Recipient on behalf of Region 1, Ingham County agrees to the following:

1) To comply with all requirements listed in the Grant Agreement with the State of Michigan.

2) To comply with FY 2020 HSGP grant guidance.

3) To notify each jurisdiction within Region 1, at the end of each fiscal year, the dollar amount of equipment that has been turned over to that jurisdiction, to be listed on the jurisdiction's Schedule of Expenditures of Federal Awards.

4) To keep an up-to-date inventory of the equipment, which includes jurisdiction assigned and its physical location for up to three (3) years after the grant has been closed out.

5) To reimburse member counties for approved expenditures.

As part of the FY 2020 HSGP, Ingham County and/or member counties/townships/municipalities may purchase equipment that will be transferred to other jurisdictions within Region 1. Ingham County and member counties/townships/municipalities agree to the following:

1) To keep an up to date inventory of the equipment, which includes jurisdiction assigned and its physical location for up to three (3) years after the grant has been closed out.

2) Transfer ownership of equipment purchased with FY 2020 HSGP funds to jurisdictions in Region 1 at the direction of the Region 1 Board.

3) If Equipment is purchased by Ingham County on behalf of a jurisdiction in Region 1, said equipment shall be the responsibility of that jurisdiction, not Ingham County.

4) If equipment that has been purchased and transferred to a jurisdiction in Region 1 and is found to be ineligible on a State or Federal Audit, the jurisdiction to which it has been assigned shall reimburse Ingham County the amount State or Federal Auditors are requiring to be returned.

5) If equipment is misused by the jurisdiction to which it has been assigned, resulting in damage, destruction or an ineligible determination by auditors, that jurisdiction shall be financially responsible for the replacement of the equipment.

6) Ingham County will only reimburse with Grant Agreement funds eligible items for Planning, Training, Equipment, and Exercise costs when provided with an approved AAF and appropriate required reimbursement paperwork.

It is expressly understood and agreed that the members of Region 1 on whose behalf their representatives have signed this Agreement shall be subrecipient's of FY 2020 Homeland Security Grant Program funds allocated to the Region 1 Board through the Grant Agreement. As a subrecipient to the Grant Agreement, the jurisdiction whose representative is a signatory to this Agreement agrees that it is subject to and shall comply with the terms set forth in both this Part I and the attached Part II, both of which combined constitute the FY 2020 HSGP Region 1 Board Subrecipient Agreement (hereinafter referred to as the "Subrecipient Agreement") between Ingham County acting in its Fiduciary Agent capacity on behalf of the Region 1 Board and the signing jurisdiction, who is referred to in Part II as the "Subrecipient."

This Subrecipient Agreement is agreed to and approved by the Region 1 Board Chair by his/her signature below.

Ryan Wilkinson
Printed Name

Signature

1-21-21
Date

This Subrecipient Agreement is agreed to and approved by Ingham County, which will act as the Fiduciary Agent for Region 1 Board. The individual or officer signing this a Subrecipient Agreement certifies by his or her signature that he/she is authorized to sign this Subrecipient Agreement on behalf of Ingham County.

Printed Name

Chairperson, County Board of Commissioners
Title

Signature

Date

The following jurisdiction in Region 1 (hereinafter referred to as the "Subrecipient") agrees to and approves this Subrecipient Agreement. The individual or officer signing this Subrecipient Agreement certifies by his/her signature that he or she is authorized to sign this Subrecipient Agreement on behalf of the jurisdiction he/she represents.

EATON COUNTY
Jurisdiction Name

Printed Name

Title

Signature

Date

Jurisdiction IRS #

Jurisdiction DUNS #

APPROVED AS TO FORM
FOR COUNTY OF INGHAM
COHL, STOKER & TOSKEY, P.C.

By: Robert D. Townsend 12/11/2020

N:\Client\Ingham\Sheriff\Agreements\HSGP Agrs\2020\FY2020 Subrecipient Agreement - Region 1 .docx
Ing/Sheriff #19-005

PART II

I. Statutory Authority

A. Funding for the FY 2020 HSGP is authorized by Section 2002 of the Homeland Security Act of 2002, as amended (Public Law 107-296), (6 U.S.C. § 603).

B. Appropriation authority is provided by the Department of Homeland Security Appropriations Act, 2020, (Public Law No. 116-93).

C. The Subrecipient agrees to comply with all FY 2020 HSGP program requirements in accordance with the FY 2020 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program, the U.S. Department of Homeland Security (DHS) Standard Administrative Terms and Conditions located at https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions, the FY 2020 HSGP Agreement Articles Applicable to Subrecipients included with the Grant Agreement packet, and the FY 2020 HSGP Michigan Supplemental Guidance provided electronically by Michigan State Police, Emergency Management and Homeland Security Division (MSP/EMHSD).

D. The Subrecipient shall also comply with the most recent version of:

1. 2 CFR, Part 200 of the Code of Federal Regulations (CFR), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at http://www.ecfr.gov, select Title 2.

2. FEMA Directive 108-1: Environmental Planning and Historic Preservation Responsibilities and Program Requirements

II. Award Amount and Restrictions

A. Ingham County, acting as the Fiduciary Agent on behalf of and as a part of the Region 1 Board, has been awarded $848,621.00 under the FY 2020 HSGP. The Grant Agreement shall be administered based on Ingham County's and/or Region 1 Board's policies and procedures, provided they conform to state and federal rules, laws, and/or regulations.

B. The FY 2020 HSGP covers eligible costs from September 1, 2020, to May 31, 2023.

C. HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and/or safety duties or to supplant traditional public health and safety positions and/or responsibilities.

D. At least $212,156.00 of award funds must be dedicated towards Law Enforcement Terrorism Prevention Activities (LETPA). Activities eligible for use of LETPA-focused funds are outlined in the National Prevention Framework (and where capabilities are shared with the protection mission area, the National Protection Framework) located at http://www.fema.gov/national-planning-frameworks.

E. The FY 2020 HSGP includes the following four national priority area funding requirements:

1. Enhancing cybersecurity (including election security);
2. Enhancing the protection of soft targets/crowded places (including election security);
3. Enhancing information and intelligence sharing and cooperation with federal agencies, including DHS;
4. Addressing emerging threats (e.g., transnational criminal organizations, weapons of mass destruction [WMDs], unmanned aerial systems [UASs], etc.).

At least $42,432.00 award funds must be dedicated towards enhancing cybersecurity, at least $42,432.00 must be dedicated towards the protection of soft targets/crowded places (including election security), and at least $42,432 must be dedicated towards addressing emerging threats. All national priority area projects must be pre-approved by FEMA. Additional information on the FY 2020 HSGP national priority areas can be found in the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program.

F. A maximum of $424,310.00 of award funds may be used for personnel and personnel-related activities as directed by the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act of 2008 (Public Law 110-412). In general, the use of SHSP funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost. A definition of personnel costs is provided in the FEMA Preparedness Grants Manual located at https://www.fema.gov/media-library/assets/documents/178291.

G. A maximum of five percent (5%) of awarded funds, $42,431.00, may be retained and used solely for management and administration (M&A) purposes associated with the HSGP award. M&A allowable costs are defined in the FY 2020 Homeland Security Grant Program Notice of Funding Opportunity, and the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program.

H. The FY 2020 HSGP funds may only be used to fund projects which directly support one of the FY 2020 HSGP grant investments.

I. For any activities involving construction, demolition, ground disturbance, or installations of equipment, an Environmental and Historic Preservation (EHP) review must be completed.

Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.

J. In the event that DHS determines changes are necessary to the award document after an award has been made, including but not limited to changes to the period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

III. Responsibilities of the Subrecipient

A. Grant funds must supplement, not supplant, state or local funds. Federal funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Potential supplanting will be carefully reviewed in subsequent monitoring reviews and audits. Subrecipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

B. Refer to the FY 2020 Homeland Security Grant Program Notice of Funding Opportunity and the FEMA Preparedness Grants Manual located at http://www.fema.gov/homeland-security-grant-program for a detailed list of allowable costs and program activities under the FY 2020 HSGP Agreement.

C. The Subrecipient shall not use FY 2020 HSGP funds to generate program income.

D. In addition to this Subrecipient Agreement, the Subrecipient shall complete, sign, and submit to Ingham County the following documents, which are incorporated by reference into this Subrecipient Agreement:

1. Subrecipient Risk Assessment Certification
2. Standard Assurances
3. Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements
4. Audit Certification (EMD-053)
5. Request for Taxpayer Identification Number and Certification (W-9)
6. Other documents that may be required by federal or state officials

E. The Subrecipient agrees to comply with all applicable federal and state regulations, including, but not limited to, the following:

1. Make all purchases which use or are to be reimbursed with FY 2020 HSGP funds in accordance with federal, and local purchasing policies. The Federal Procurement Procedure citations are found at 2 CFR 200.318-326, and Appendix II; and are located at http://www.ecfr.gov.

2. The Subrecipient is required to submit reports to Ingham County on the status of all projects and funding. Reporting must follow the format and schedule specified by the FY 2020 HSGP Grant Agreement's Recipient, State of Michigan Department of State Police Emergency Management and Homeland Security Division. It is understood that Ingham County is responsible for submitting the reports on behalf of Region 1 to the Recipient and shall require the Subrecipient to submit its reports by a specified date so Ingham County has adequate time to prepare Region 1's reports to the Recipient.

3. Create and maintain an inventory of all equipment obtained with FY 2020 HSGP funds through this Subrecipient Agreement in accordance with 2 CFR, Part 200.313 located at http://www.ecfr.gov. Every odd calendar year, the Subrecipient must assist Ingham County to prepare an equipment inventory list and conduct a physical inventory that is reconciled to that list by June 30. The Subrecipient must supply a copy of this inventory to Ingham County for Ingham County's submission along with the inventory information of other Region 1 jurisdictions to the Michigan State Police, Emergency Management and Homeland Security Division, Audit Unit. The physical inventory must be submitted by Ingham County to the Audit Unit by July 31 of the same year the inventory is completed.

4. Comply with applicable financial and administrative requirements set forth in the current edition of 2 C.F.R., Part 200, including, but not limited to, the following provisions:

    a. Account for receipts and expenditures, maintain adequate financial records, and refund expenditures disallowed by federal or state audit.
    b. Retain all financial records, statistical records, supporting documents, and other pertinent materials for at least three (3) years after the grant is closed by the awarding federal agency for purposes of federal and/or state examination and audit.
    c. Retain all financial records, statistical records, supporting documents, and other pertinent materials for equipment purchases for three (3) years after their disposition.
    d. Non-federal organizations which expend $750,000 or more in federal funds from all federal sources during their current fiscal year are required to have an audit performed in accordance with the Single Audit Act of 1984, as amended, and the requirements of the Government and Accountability Office's (GAO) Government Auditing Standards and Subpart F of 2 C.F.R., Part 200.

5. Comply with National Incident Management System (NIMS) requirements to be eligible to receive federal preparedness funds. NIMS information is available at http://www.fema.gov/national-incident-management-system. More information on complying with NIMS is available from the State NIMS Coordinator at www.michigan.gov/emhsd under Response and Recovery.

6. Subrecipient must carry out its programs and activities in a manner that respects and ensures the protection of civil rights for protected populations. These populations include but are not limited to individuals with disabilities and others with access and functional needs, individuals with limited English proficiency, and other diverse racial and ethnic populations, in accordance with Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, and Executive Order 13347.

7. <u>Environmental and Historic Preservation Compliance</u>. The federal government is required to consider the effects on the environment and/or historic properties of any federally funded activities and programs, including grant-funded projects. The EHP process ensures that federally funded activities comply with federal EHP regulations, laws, and executive orders as applicable. The goal of these compliance requirements is to protect the nation's environmental, historic, and cultural resources. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval. Any work started before receiving EHP approval will result in a non-compliance finding and not be eligible for federal funding.

8. Comply with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) for grant-funded construction projects. The Subrecipient must ensure that contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Davis-Bacon wage determinations are published on the Wage Determinations Online website at https://beta.SAM.gov.

9. Comply with all reporting requirements, including special reporting, data collection, and evaluation requirements, as prescribed by law or program guidance.

10. Maintain a valid Data Universal Numbering System (DUNS) number during the performance period of this Subrecipient Agreement.

11. The Subrecipient must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. The Subrecipient shall also require any subrecipients, contractors, successors, transferees, and assignees to acknowledge and agree to comply with these same provisions. Detailed information on record access provisions can be found in the DHS Standard Administrative Terms and Conditions located at https://www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions, specifically in the DHS Specific Acknowledgements and Assurances.

IV. Responsibilities of the Recipient

The Recipient, in accordance with the general purposes and objectives of the Grant Agreement, will:

A. Administer the grant in accordance with all applicable federal and state regulations and guidelines and submit required reports to the awarding federal agency.

B. Provide direction and technical assistance.

C. Provide any special report forms and reporting formats (templates) required for administration of the program.

D. Reimburse the Subrecipient through payments to Ingham County, on behalf of Region 1 Board, in accordance with the Grant Agreement, based on appropriate documentation submitted by the Subrecipient.

E. At its discretion, independently, or in conjunction with the federal awarding agency, conduct random on-site reviews of any or all Subrecipients of the FY 2020 HSGP Grant Agreement.

V. Reporting Procedures

The Subrecipient is required to submit information Ingham County needs to submit in reports to the Recipient on the status of all projects and funding. Such information must be submitted by the date specified by Ingham County in order to provide sufficient time for Ingham County to meet Recipient's deadlines for submittal of the required information reports for Region 1. Reporting must follow the format and schedule specified by the Recipient. Current forms and instructions are located at http://www.michigan.gov/emhsd, or can be requested by sending an email to EMD_HSGP@michigan.gov.

Reporting on funding status is mandated by the federal government. Failure to fulfill reporting requirements, in compliance with federal grant rules, shall result in the suspension of grant funding until reports are received and may jeopardize future federal funding.

VI. Payment Procedures

The Subrecipient agrees to prepare and submit to Ingham County the information needed for Ingham County to submit for the Region 1 Board the Reimbursement Cover Sheet (EMD-054) with all required supporting documentation attached, including proof of payment. The Subrecipient will not be reimbursed for funds until Ingham County, on behalf of the Region 1 Board receives funds for said reimbursement from the Recipient.

VII. Employment Matters

The Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, as amended; Title VIII of the Civil Rights Act of 1968; Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act); the Age Discrimination Act of 1975; Titles I, II and III of the Americans with Disabilities Act of 1990; the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq.; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state and local fair employment practices and equal opportunity laws and covenants. The Subrecipient shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Subrecipient Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment; or any matter directly or indirectly related to employment because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, limited English proficiency, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this Subrecipient Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Subrecipient Agreement.

The Subrecipient shall ensure that no subcontractor, manufacturer, or supplier of the Subrecipient for projects related to this Subrecipient Agreement appears on the Federal Excluded Parties List System located at https://www.sam.gov.

VIII. Limitation of Liability

The parties to this Subrecipient Agreement agree that each must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from performance of this Subrecipient Agreement. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

This is not to be construed as a waiver of governmental immunity for either party.

IX. Third Parties

This Subrecipient Agreement is not intended to make any person or entity, not a party to this Subrecipient Agreement, a third party beneficiary hereof or to confer on a third party any rights or obligations enforceable in their favor.

X. Agreement Period

This Subrecipient Agreement is in full force and effect from September 1, 2020, to May 31, 2023. No costs eligible under this Subrecipient Agreement shall be incurred before the starting date of this Subrecipient Agreement, except with prior written approval. This Agreement package consists of two identical Subrecipient Agreements, simultaneously executed; each is considered an original having identical legal effect. This Subrecipient Agreement may be terminated by either party by giving thirty (30) days written notice to the other party stating reasons for termination and the effective date, or upon the failure of either party to carry out the terms of this Subrecipient Agreement. Upon any such termination, the Subrecipient agrees to return to Ingham County for returning to the Recipient any funds not authorized for use, and neither the Recipient or Ingham County shall have no further obligation to reimburse the Subrecipient.

XI. Entire Agreement

This Subrecipient Agreement is governed by the laws of the State of Michigan and supersedes all prior agreements, documents, and representations between Ingham County and the Subrecipient, whether expressed, implied, or oral. This Subrecipient Agreement constitutes the entire agreement between the parties and may not be amended except by written instrument executed by both parties prior to the grant end date. No party to this Subrecipient Agreement may assign this Subrecipient Agreement or any of his/her/its rights, interest, or obligations hereunder without the prior consent of the other party. The Subrecipient agrees to inform Ingham County in writing immediately of any proposed changes of dates, budget, or services indicated in this Subrecipient Agreement, as well as changes of address or personnel affecting this Subrecipient Agreement. Changes in dates, budget, or services are subject to prior written approval of Ingham County. If any provision of this Subrecipient Agreement shall be deemed void or unenforceable, the remainder of this Subrecipient Agreement shall remain valid.

XII. Business Integrity Clause

Ingham County may immediately terminate this Subrecipient Agreement without further liability to either Ingham County, Region 1 Board or the Recipient or their employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share of the Subrecipient is convicted of a criminal offense incident to the application for or performance of a state, public, or private grant or subcontract; or convicted of a criminal offense, including, but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of Ingham County, reflects on the Subrecipient's business integrity.

XIII. Freedom of Information Act (FOIA)

Much of the information submitted in the course of applying for funding under this Subrecipient Agreement, or provided in the course of grant management activities, may be considered law enforcement-sensitive or otherwise critical to national security interests. This may include threat, risk, and needs assessment information; and discussions of demographics, transportation, public works, and industrial and public health infrastructures. Therefore, Ingham County, each Subrecipient agency Freedom of Information Officer, will need to determine what information is to be withheld on a case-by-case basis. The Subrecipient should be familiar with the regulations governing Protected Critical

Infrastructure Information (6 CFR, Part 29) and Sensitive Security Information (49 CFR, Part 1520), as these designations may provide additional protection to certain classes of homeland security information.

XIV. Required Signed Documents

The Subrecipient will not be reimbursed for funds until all the following documents have been signed and returned to Ingham County for submittal to the Recipient:

A. STANDARD ASSURANCES set forth in the attached Exhibit A.

B. CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG FREE WORKPLACE REQUIREMENTS set forth in the attached Exhibit B.

C. AUDIT CERTIFICATION set forth in the attached Exhibit C.

D. REQUEST FOR TAX PAYER IDENTIFICATION NUMBER AND CERTIFICATION set forth in the attached Exhibit D.

XV. Compliance with Federal and State of Michigan Laws, Rules, Regulations and Policies

It is understood and agreed that Ingham County and Subrecipient shall comply with all applicable Federal and State of Michigan laws, rules, regulations and policies including but not limited to those set forth in the attached Exhibit E.

February 17, 2021

Public Safety Committee Appointment

Community Corrections Advisory Board

Hon. Julie O’Neill for the duration of her elective term of Office

February 17, 2021

Public Works and Planning Committee Appointment

Zoning Board of Appeals

Charamy Cleary to the remainder of a three-year term expiring December 31, 2023

EATON COUNTY BOARD OF COMMISSIONERS

RESOLUTION PLEDGING FULL FAITH AND CREDIT TO MCGILVRA DRAIN DRAINAGE DISTRICT BONDS

RESOLUTION # ________

Minutes of a regular meeting of the Board of Commissioners of Eaton County, Michigan, held in the County on __________, 2021, at _____ _.m., local time.

PRESENT: Commissioners ____

____

ABSENT: Commissioners ____

The following resolution was offered by Commissioner _______________ and supported by Commissioner: _______________

WHEREAS pursuant to a petition filed with the Drain Commissioner of the County of Eaton, State of Michigan (the "Drain Commissioner"), proceedings have been taken under the provisions of Act 40, Public Acts of Michigan, 1956, as amended (the "Act"), for the making of certain intra-county drain improvements referred to as the McGilvra Drain Maintenance and Improvement Project (the "Project"), which is being undertaken by the McGilvra Drain Drainage District (the "Drainage District") in a Special Assessment District (the "Special Assessment District") established by the Drainage District; and

WHEREAS, the Project is necessary for the protection of the public health, and in order to provide funds to pay the costs of the Project, the Drain Commissioner intends to issue the Drainage District's bonds (the "Bonds"), in one or more series, in an amount not to exceed $750,000 pursuant to the Act; and

WHEREAS, the principal of and interest on the Bonds will be payable from assessments to be made upon public corporations and/or benefited properties in the Special Assessment District; and

WHEREAS, the Eaton County Board of Commissioners (the "Board") may, by resolution adopted by a majority of the members of the Board, pledge the full faith and credit of the County for the prompt payment of the principal of and interest on the Bonds pursuant to Section 276 of the Act; and

WHEREAS, the pledge of the full faith and credit of the County to the Bonds will reduce the cost of financing the Project and will be a benefit to the people of the County.

NOW, THEREFORE, IT IS RESOLVED as follows:

1. The County pledges its full faith and credit for the prompt payment of the principal of and interest on the Bonds in a par amount not to exceed $750,000. The County shall

immediately advance sufficient moneys from County funds, as a first budget obligation, to pay the principal of and interest on any of the Bonds should the Drainage District fail to pay such amounts when due. The County shall, if necessary, levy a tax on all taxable property in the County, to the extent other available funds are insufficient to pay the principal of and interest on the Bonds when due.

2. Should the County advance County funds pursuant to the pledge made in this Resolution, the amounts shall be repaid to the County from assessments or reassessments made upon benefited properties in the Special Assessment District as provided in the Act.

3. The Chairperson of the Board, the County Controller/Administrator, the County Clerk, the County Treasurer and any other official of the County, or any one or more of them ("Authorized Officers"), are authorized and directed to take all actions necessary or desirable for the issuance of the Bonds and to execute any documents or certificates necessary to complete the issuance of the Bonds, including, but not limited to, any applications including the Michigan Department of Treasury, Application for State Treasurer's Approval to Issue Long-Term Securities, any waivers, certificates, receipts, orders, agreements, instruments, and any certificates relating to federal or state securities laws, rules, or regulations and to participate in the preparation of a preliminary official statement and a final official statement for the Bonds and to sign such documents on behalf of the County and give any approvals necessary therefor.

4. Any one of the Authorized Officers is hereby authorized to execute a certificate of the County to comply with the continuing disclosure undertaking of the County with respect to the Bonds pursuant to paragraph (b)(5) of SEC Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended, and amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate").

5. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded to the extent of the conflict.

YEAS: Commissioners ____

____

NAYS: Commissioners ____

ABSTAIN: Commissioners ____

RESOLUTION DECLARED ADOPTED.

____
Diana Bosworth, Clerk
County of Eaton

CERTIFICATION

I, Diana Bosworth, the duly qualified and acting Clerk of Eaton County, Michigan (the "County") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners at a meeting held on __________, 2021, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended.

____
Diana Bosworth, Clerk
County of Eaton

Date: __________, 2021

EATON COUNTY BOARD OF COMMISSIONERS

FEBRUARY 18, 2021

RESOLUTION TO APPROVE 2020/2021 BUDGET AMENDMENTS

Introduced by the Ways and Means Committee

WHEREAS, the Eaton County 2020/2021 Appropriations Act of September 16, 2020 states that any amendment to increase a salary and/or a Capital Outlay line-item in excess of $2,500.00 or any amendment to increase the total budget of any fund or department in excess of $2,500.00 shall be amended by the Board of Commissioners, except that any amendment to decrease the General Fund Contingency shall be approved by the Board of Commissioners; and

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

NOW, THEREFORE BE IT RESOLVED, that the following budget amendments be approved and added to the 2020/ 2021 Eaton County Budget:

GENERAL FUND

County Clerk Elections 215.262

Increase	Local Unit Contributions Revenue	$ 15,000
Increase	Elections Per Diem	$ 2,775
Increase	Elections Supplies	$ 2,000
Increase	Contractual	$ 10,000

To increase total budget for cost of election offset by revenue.

February 12, 2021

2021/2022 BUDGET SCHEDULE

Wednesday, March 3, 2021	Budget Documents to Elected Officials/Department Heads	
Friday, March 12, 2021	Present Personnel Expenditure Estimates	Ways & Means Committee
Friday, March 19, 2021	Technology and Building Requests Due	
Friday, March 26, 2021	Budget Forms Returned by Elected Officials/ Department Heads	
Friday, April 16, 2021	Review Revenue Estimates and Departmental Expenditure Requests	Ways & Means Committee
Friday, May 14, 2021	Review Revised Revenue Estimates and Controller's Office Expenditure Recommendations	Ways & Means Committee
Friday, May 14, 2021	Recommendations to Departments	
Friday, June 11, 2021	Work Session (a.m. and **p.m.** if necessary) * Budget Hearings (If necessary)	Ways & Means Committee
Wednesday, June 16, 2021	Adoption of Operating Millage	Board
Friday, June 18, 2021	* Budget Hearings (If necessary) (a.m. and **p.m.** if necessary)	Ways & Means Committee
Friday, July 16, 2021	Work Session (a.m. and **p.m.** if necessary)	Ways & Means Committee
Friday, August 13, 2021	Work Session (a.m. and **p.m.** if necessary)	Ways & Means Committee
Tuesday, September 7, 2021	Truth in Budgeting Hearing	Board
Friday, September 10, 2021	Work Session (a.m. and **p.m.** if necessary)	Ways & Means Committee
Wednesday, September 15, 2021	Adoption of Budget and Tax Rates	Board

***** **Tentative, will be cancelled if unnecessary.**

p.m. **Indicates work session may cause meeting to continue into the afternoon**.

CLAIMS AUDITED BY THE BOARD OF COMMISSIONERS FEBRUARY 17, 2021

FUND#	DEPT#	DEPARTMENT	AMOUNT
101	101	BOARD OF COMMISSIONERS	$ 169.35
101	131	CIRCUIT COURT	$ 4,593.29
101	136	DISTRICT COURT	$ 25,630.67
101	141	FRIEND OF THE COURT	$ 198.32
101	148	PROBATE COURT	$ 4,902.67
101	149	JUVENILE COURT	$ 10,178.36
101	172	CONTROLLER	$ 767.01
101	215	COUNTY CLERK	$ 42.00
101	262	ELECTIONS	$ 4,112.00
101	257	EQUALIZATION	$ 15,621.00
101	265	BUILDING AND GROUNDS	$ 89,874.46
101	267.229	PROSECUTING ATTORNEY	$ 591.74
101	268	REGISTER OF DEEDS	$ 37.00
101	301	SHERIFF DEPARTMENT	$ 11,229.57
101	303	SHERIFF DELTA	$ 17,193.18
101	351	SHERIFF CORRECTIONS	$ 6,332.74
101	430	ANIMAL CONTROL	$ 2,812.06
101	648	MEDICAL EXAMINER	$ 22,354.25
101	681	VETERANS	$ 3,437.16
101	721	COMMUNITY DEVELOPMENT	$ 245.00
208	751	PARKS ADMINISTRATION	$ 747.00
245	901	PUBLIC IMPROVEMENT	$ 7,950.00
249	371	CONSTRUCTION CODE	$ 295.00
252	299	PUBLIC DEFENDER	$ 112,894.51
260	325	911 SURCHARGE	$ 810.00
261	325	CENTRAL DISPATCH	$ 3,566.76
261	101-426	EMERGENCY SERVICES	$ 600.00
261	901	CAPITAL OUTLAY	$ 21,342.66
265	301	MICHIGAN JUSTICE TRAINING	$ 795.00
277	301	SHERIFF DEPARTMENT	$ 1,400.00
298	228	COMPUTER FUND	$ 28,737.73
298	901	COMPUTER FUND CAPITAL	$ 56,014.35
515	253	FORECLOSING GVT UNIT	$ 705.00
516	253	DELINQUENT TAX REVOLVING FUND	$ 10,000.00
699	20X9	DUE TO TAXPAYERS OVERPAYMENT	$ 2,932.05
		GRAND TOTAL	**$ 469,111.89**

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

CLAIMS AUDITED BY THE BOARD OF COMMISSIONERS FEBRUARY 17, 2021
IMMEDIATE PAYMENTS

FUND#	DEPT#	DEPARTMENT	AMOUNT
101	040.801	STORM WATER IMPCT FEE REC'V	$ 1,138.75
101	090.004	PREPAID EXPENSE-TELEPHONE	$ 809.37
101	090.005	PREPAID EXPENSE - POSTAGE	$ 17,000.00
101	090.006	PREPAID EXPENSE-POSTAGE/PRESORT	$ 1,088.97
101	230	DUE TO OTHER GOVERNMENT UNIT	$ 175,030.59
101	273	RECEIPTS REFUNDABLE	$ 53.75
101	273.001	RECEIPTS REFUNDABLE - ECU	$ 32,253.84
101	273.002	RECEIPTS REFUNDABLE - ECU - MDHHS	$ 3,049.00
101	101.101	BOARD OF COMMISSIONERS	$ 1,283.70
101	101.426	EMERGENCY SERVICES	$ 13,404.89
101	131	CIRCUIT COURT	$ 838.90
101	136	DISTRICT COURT	$ 3,280.11
101	148	PROBATE COURT	$ 70.90
101	149	JUVENILE COURT	$ 3,668.67
101	172	CONTROLLER	$ 21,732.90
101	262	ELECTIONS	$ 381.01
101	215	COUNTY CLERK	$ 190.32
101	228	INFORMATION SYSTEMS	$ 4,735.21
101	253	COUNTY TREASURER	$ 366.10
101	257	EQUALIZATION	$ 270.34
101	265	BUILDING AND GROUNDS	$ 29,468.28
101	267-229	PROSECUTING ATTORNEY	$ 299.35
101	267-232	ECU	$ 2,714.52
101	275	DRAIN COMMISSION	$ 4,105.19
101	301	SHERIFF DEPARTMENT	$ 59,773.65
101	303	SHERIFF DELTA	$ 11,303.41
101	351	SHERIFF CORRECTIONS	$ 37,708.73
101	304	TRI COUNTY NARCOTICS	$ 32,559.00
101	430	ANIMAL CONTROL	$ 3,839.85
101	671.101.673	SALE OF FIXED ASSETS	$ (2,783.00)
101	681	VETERANS	$ 6.00
101	721	COMMUNITY DEVELOPMENT	$ 466.93
101	851	INSURANCE & BONDS	$ 7,936.00
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	$ 7,503.49
101		995.000 INTEREST	$ 1,335.44
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	$ 813,312.91
208	751	PARKS ADMINISTRATION	$ 5,198.83
208	752	FITZGERALD PARKS	$ 2,417.39

CLAIMS AUDITED BY THE BOARD OF COMMISSIONERS FEBRUARY 17, 2021
IMMEDIATE PAYMENTS

FUND#	DEPT#	DEPARTMENT	AMOUNT
208	753	FOX PARK	$ 228.61
208	755	LINCOLN PARK	$ 446.84
208	906	994.000 PRINCIPAL	$ 1,268.54
208	906	995.000 INTEREST	$ 273.56
221	601	HEALTH DEPARTMENT	$ 661,123.95
228	528	RESOURCE RECOVERY	$ 403.14
228	529	COUNTY PROJECTS	$ 278.99
228	530	LOCAL UNIT GRANT PROJECTS	$ 1,466.47
228	906	994.000 PRINCIPAL	$ 584.28
228	906	995.000 INTEREST	$ 106.90
249	371	CONSTRUCTION CODE	$ 1,437.14
252	299	PUBLIC DEFENDER	$ 365.68
255	257	REMONUMENTATION	$ 19,066.98
256	268	REGISTER OF DEEDS - AUTOMATION	$ 555.05
260	325	911 SURCHARGE	$ 526.04
261	325	CENTRAL DISPATCH	$ 22,526.20
261	101-426	EMERGENCY SERVICES	$ 514.67
261	906.994.000	DEBT SERVICE- PRINCIPAL	$ 994.57
261	906.995.000	DEBT SERVICE -INTEREST	$ 236.04
263	215	CONCEALED PISTOL LICENSE	$ 46.98
268	301	BUILDING BRIDGES DOJ GRANT	$ 1,515.00
272	130-138	PRIORITY COURT	$ 1,610.00
273	130-138	SOBRIETY COURT	$ 50.00
274	130.138	SWIFT & SURE SANCTIONS	$ 2,391.50
275	130-138	VETERAN'S COURT	$ 985.00
276	130.153	COMMUNITY CORRECTIONS	$ 5,270.00
277	301	SHERIFF DEPARTMENT	$ 10,100.30
278	130-138	DRUG COURT - GRANT FUNDING	$ 1,595.00
287	301-428	AREA PLANNER	$ 9,120.03
290	670	DEPT OF HUMAN SERVICES	$ 2,660.84
292	273	RECEIPTS REFUNDABLE	$ 126.42
292	130-356	YOUTH FACILITY	$ 19,983.69
292	130-358	COMMUNITY BASED TREATMENT	$ 420.72
292	130-360	DAY TREATMENT	$ 554.85
292	130-362	IN HOME CARE	$ 1,056.46
292	130-368	CCF PREVENTION SERVICES	$ 14,505.01
292	130-650	STATE INSTITUTIONS	$ 9,945.73
292	665	CPUNTY WARD CHARGEBACKS	$ 34,896.21
292	906-356	994.000 PRINCIPAL	$ 550.65
292		995.000 INTEREST	$ 119.03
292	906-360	994.000 PRINCIPAL	$ 706.87
292		995.000 INTEREST	$ 133.64
293	689	SOLDIERS & SAILORS	$ 1,230.00
298	228	COMPUTER FUND	$ 479.94
298	901	COMPUTER FUND CAPITAL	$ 4,496.35
512	635	MEDICAL CARE FACILITY	$ 2,004,166.19
514	225.000	HOME TAX EXEMPTION AUDIT- DUE TO SCHOOLS	$ 5,956.62
514	226.000	HOME TAX EXEMPTION AUDIT- DUE TO TOWNSHIP	$ 287.75
514	228.000	HOME TAX EXEMPTION AUDIT- DUE TO STATE	$ 143.88
595	301	COMMISSARY	$ 88.00
656	861	EMPLOYER SHARED RETIREMENT	$ 323,246.90
670	090.000	HEALTH - SELF INSURANCE - PREPAID EXPENSES	$ 525,803.00
670	851-865	HEALTH INS VISION CLAIMS CURRENT EMP	$ 6,243.75
670	851-866	REIREES HEALTH INS VISION CLAIMS	$ 270.12
676	852	RETIREE HEALTH HCSP	$ 49,680.00

CLAIMS AUDITED BY THE BOARD OF COMMISSIONERS FEBRUARY 17, 2021
IMMEDIATE PAYMENTS

FUND#	DEPT#	DEPARTMENT	AMOUNT
677	871	WORKERS COMPENSATION	$ 75,226.87
679	853	LIFE & DISABILITY	$ 4,192.50
680	854	DENTAL INSURANCE	$ 31,383.66
690	20X0	DELINQUEST TAX FUND	$ 1,324.57
698	20X8 300.000	BONDS PAYABLE	$ 82,000.00
698	906.000	DEBT SERVICE INTEREST	$ 42.44
699	20X9.224.000	DUE TO ROAD COMMISSION	$ 318.30
699	20X9.225.000	DUE TO SCHOOLS	$ 2,577.46
699	20X9.226.000	DUE TO TOWNSHIPS	$ 806.36
699	20X9.230.001	DUE TO OTHER GOVERNMENTAL UNIT - EATRAN	$ 53.05
699	20X9.234.000	DUE TO INTERMEDIATE SCHOOLS	$ 822.83
699	20X9.275.000	DUE TO TAXPAYERS TAX OVERPYMT	$ 18.41
699	20X9.300.000	BONDS PAYABLE	$ 355,000.00
699	20X9.906.000	DEBT SERVICE	$ 2,352.57
701	228-001	DUE TO STATE EDUCATION TAX	$ 135,433.62
701	228-006	T/A-DUE TO STATE PROBATE CRT SHARED FEES	$ 3,255.04
701	228-016	T/A-DUE TO STATE PISTOL PERMITS	$ 8,556.00
701	228-028	T/A-DUE TO STATE PROBATE CRT ORDERED PYMT	$ 313.43
701	228-037	T/A-DUE TO STATE CRIME VICTIMS RIGHTS	$ 969.44
701	228.040	DUE TO STATE REMONUMENTATION	$ 21,729.10
701	228-042	T/A-DUE TO STATE STATE COURT FEES	$ 1,145.00
701	228.044	T/A0DUE TO STATE TSFR TAX	$ 399,401.25
701	228-046	T/A-DUE TO STATE TRAILER COACH PARK SPECIFI	$ 5,847.20
701	228-055	T/A-DUE TO STATE DNA SPECIMEN FEE	$ 39.00
701	228-056	T/A-DUE TO STATE ELECTRONIC FILING FEE	$ 1,625.00
701	228-058	T/A-DUE TO STATE CIVIL FILING FEE FUND	$ 8,908.00
701	228-059	T/A-DUE TO STATE JUSTICE SYSTEM FUND	$ 1,070.59
701	228-062	T/A-DUE TO STATE NOTARY TRAINING & EDUCATIO	$ 28.00
701	230.000	DUE TO OTHER GOVERNMENT UNIT	$ 30.00
701	230.010	PAYROLL DEDUCTIONS PAYABLE AMERICAN FIDEL	$ 2,899.86
701	268.002	ESCHEATABLE MONIES	$ 18.20
701	271-002	T/A-RESTITUTION PAYABLE PROBATION	$ 43,559.37
701	271-004	T/A-RESTITUTION PAYABLE JUVENILE	$ 1,864.03
701	273.000	RECEIPTS REFUNDABLE	$ 79.00
701	274.001	UNDISTRIBUTIED TAX COLLECTION STATE TAX AP	$ 48,954.01
701	274.010	UNDISTRIBUTED TAX COLLECTIONS GENERAL TAX	$ 250,000.00
701	300-003	T/A-BONDS PAYABLE DRAIN CONTRACT BONDS	$ 1,000.00
702	083.00	DUE FROM EMPLOYEES	$ 3.66
702	221.004	DUE TO CITIES LANSING	$ 700.71
702	228.002	DUE TO STATE MI WITHHOLDING TAX	$ 55,688.70
702	229.001	DUE TO FEDERAL GOV'T FED WITHHOLDING	$ 136,813.41
702	229-002	T/A-PAYROLL DUE TO FED GOVT SS TAXES	$ 93,054.31
702	229-003	T/A-DUE TO FED GOVT MEDICARE TAXES	$ 21,762.71
702	231.000	T/A - PAYROLL DEDUCTIONS PAYABLE	$ 18,062.37
702	231-002	T/A-PAYROLL DEDUCTIONS PAYABLE HGB WELLNE	$ 1,333.20
702	231.008	PYRL DEDUCTIONS PBLE FLEXIBLE SPENDING ACC	$ 10,863.46
702	231.009	PYRL DEDUCTIONS PBLE DEF COMP	$ 30,803.36
702	231.011	PYRL DEDUCTION PBLE HEALTH CARE SAVING PLA	$ 23,796.46
702	231.015	PYRL DEDUCTIONS PBLE MERS	$ 122,606.23
702	258.000	ACCRUED TAXES PAYABLE	$ 114,817.43
720	301	SHERIFF DEPT DONATIONS	$ 40.63
768	130-356	DONATIONS - YOUTH FACILITY	$ 272.34
801	901	DRAIN FUND	$ 328,177.62
802	101.000	REVOVLING DRAIN FUND - INVENTORY	$ 4,101.32
851	906.996.000	DRAIN BOND ISSUANCE COSTS	$ 4,925.00

CLAIMS AUDITED BY THE BOARD OF COMMISSIONERS FEBRUARY 17, 2021
IMMEDIATE PAYMENTS

FUND#	DEPT#	DEPARTMENT	AMOUNT
		TOTAL CHECKS	$ 7,523,649.03
CATEGORY		**WIRE TRANSFERS**	
PAYROLL AND BENEFITS			
INVESTMENTS			$ 1,038,253.84
		TOTAL WIRE TRANSFERS	$ 1,038,253.84
		GRAND TOTAL IMMEDIATE PAYMENTS	**$ 8,561,902.87**

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

EATON COUNTY BOARD OF COMMISSIONERS

RESOLUTION OF APPRECIATION FOR DEAN POGGIALI, CAPITAL AREA UNITED WAY

FEBRUARY 17, 2021

Introduced by Commissioner Joe Brehler

WHEREAS, Dean Poggiali will be retired from Capital Area United Way on March 12 2021; after 20 years of service as labor liaison; and

WHEREAS, Dean Poggiali was involved in many activities on various boards, committees or activities, including Capital Area MI Works!, Toys for Tots, Community Prescription Assistance Committee and Tri-County Office on Aging Friends for Life Committee to name a few; and

WHEREAS, Dean Poggiali has provided dedicated and honorable service to the residents of Eaton County; and

WHEREAS, the Eaton County Board of Commissioners seeks to recognize and express appreciation for Dean Poggiali's years of public service.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners does hereby thank Dean for years of exceptional service to the residents of Eaton County and expresses its best wishes to him in the next chapter of his life; and

BE IT FURTHER RESOLVED, that this resolution of appreciation and support be duly recorded and attached to the permanent records of the County on this 17th day of the month of February in the year 2021.

EATON COUNTY BOARD OF COMMISSIONERS

February 17, 2021

RESOLUTION TO APPROVE EATON COUNTY HEALTH DEPARTMENT RENOVATION PROJECT – PUBLIC DEFENDER OFFICE

Introduced by Commissioner Blake Mulder

WHEREAS, the County publicly advertised and solicited competitive bids for planned renovation work to occur at the Barry-Eaton Health Department building in Charlotte to house the Eaton County Public Defender office in a portion of the facility; and

WHEREAS, funding for the renovation project is included in the County's FY21 grant with the State of Michigan, Indigent Defense Commission; and

WHEREAS, the County received four bids on February 11, 2021; and

WHEREAS, the County's architect for the project, DLZ, reviewed and evaluated the bids received and interviewed the two lowest qualified bidders and provided the County with its analysis and recommendation (attached); and

WHEREAS, as a result of the bid review, DLZ is recommending the contract for the Eaton County Health Department Renovation be awarded to Nielson Commercial Construction, for an amount not to exceed $145,275 as included in their base bid and alternate #1.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners accepts the architect's recommendation to award the contract for the Eaton County Health Department Renovation project to Nielson Commercial Construction, in an amount not to exceed $145,275; and

BE IT FURTHER RESOLVED, the Chairman of the Board of Commissioners is authorized to execute necessary documents for this contract.

DLZ

2-16-2021

John Fuentes, C.P.A.
Controller / Administrator
Eaton County
1045 Independence Blvd.
Charlotte, MI 48813

RE: Eaton County Health Department Renovation
1033 Health Care Dr.
Charlotte, MI 48813
DLZ Project No.: 2041-7185-90

Dear Mr. Fuentes:

On February 11, 2021, Eaton County received bid proposals for work associated with the Eaton County Health Department Renovation. Work was identified within a single Bid Package. Bid Package was more fully defined within Project Manual and Drawing set dated January 28th, 2021 as prepared by DLZ Michigan, LLC.

Bid proposals were publicly opened and read aloud at 2:00 pm on February 11, 2021at the Eaton County Director of Facilities office. DLZ and representatives of Eaton County were present. Bids proposals were received from prospective contractors for identified work. Refer to attachment for detailed summary of Bid Proposals. All bids received identified costs to perform said work as a total "lump sum" amount.

DLZ has reviewed the bids received and has contacted prospective contractors to confirm that the bids are valid and represent costs for all labor and material for a complete installation. The two lowest bidders have confirmed that bids submitted for the identified work were valid.

It is understood that the Owner requests that Base Bid and all Alternate No. 1 are accepted. A summary of Bids received is provided for your review and comment. Based on the information available DLZ recommends that an Award of Contract be issued to the following Contractor:

Nielsen Commercial Construction
4604 Holt Rd, Holt, MI 48842
Base Bid and Alternate No. 1
Total Contract amount: $145,275.00

2-16-2021

Mr. John Fuentes

RE:	Eaton County
Health Department Renovation
DLZ Project No.: 2041-7185-90

Enclosed please find the received bid submissions for your review and record. DLZ recommends that Eaton County's legal counsel review all bids received. Upon your review, acceptance and securing financing, please notify our office on the final decision concerning this work. If you have any questions or request additional assistance regarding this matter, do not hesitate to contact our office.

Very truly yours,

DLZ MICHIGAN, LLC

Chris Klinert
Project Manager

Encl.: As noted

cc:	File, ETB

X:\Projects\GFL\2020\2041\718590 Eaton County\06_Bidding\2041-7185-90_Contract Awardendation.doc

Project No. 2041-7185-90	Project: Eaton County Health Department Renovation	Date: 2-12-2021
Owner: Eaton County	Bidder: Nielsen Construction	

EVALUATION CHECKLIST

PART ONE: Responsiveness and Responsibility	Yes	No	N/A
Review bid forms and bid submittals prior to interview			
Are all bid forms and bid submittals in order, complete, and signed?	X		
Have all addenda been acknowledged?	X		
Interview			
Is your proposal mathematically correct?	X		
Do you have any concerns with or need clarifications of the bid documents? (If yes, attach a detailed explanation.)		X	
Does the bid contain deviations such as substitutions or voluntary alternates?		X	
If there are deviations, have those deviations been reviewed?			
Have you included all components for a complete project?	X		
Are you comfortable with your bid and your ability to complete the project within the duration specified?	X		
Do you understand the Soil Erosion and Sedimentation Control requirements (if any) for the project?			
Do you understand the Special Working Conditions and Supplemental Conditions (if any) for the project?	X		
Do you understand substantial and final completion and liquidated damages, if any?			X
Does your proposed project schedule reflect the project duration outlined in the bid documents?			X
Question to bidder			
Do you still wish your bid to remain in consideration?	X		

EVALUATION CHECKLIST

PART TWO: Qualitative Components	Excellent	Acceptable	Not Applicable
Interview			
How do you plan to provide communications and information for this project?		X	
What is your management plan for this project?	X		
On-site Supervision Plan? Hours Budgeted _320_ hrs – Full Time			
Have you worked successfully with the Client Agency?	X		
Is the project superintendent a permanent full-time employee of the contractor? Yes	X		
Have you worked successfully with the Professional Service Contractor? No		X	
Has any required specialized construction been adequately addressed?			X
What are your primary concerns regarding the successful completion of this project?	X		
How do you intend to record the project as-built documents?		X	
The following section only applies if these items were specifically requested for review in the bid documents.			
Was a bid breakdown submitted? ___Y _X_ N			
If yes, is that bid breakdown satisfactory?			X
Was a list of subcontractors submitted? ___Y _X_ N – Pending Receipt			
If so, is that list acceptable?			
The following section only applies if a project schedule was requested as part of the post-bidding submittals.			
Has a proposed project schedule been submitted? ___Y _X_ N			
Is the proposed project schedule acceptable? _X_Y ___ N			
Project-Specific Qualitative Questions			
Recalibration of the white noise generating system _X_Y __ N	X		
Alternate No. 1 - Above ceiling insulation _X_Y _X_ N	X		
Notes:			
No concerns			

Comments/Explanations of Negative Responses (may attach other sheets)

Signed:____

Date

Bid Breakdown

February 12, 2021

DLZ Michigan

Attention: **Chris Klinert**

Project: Eaton County Health Department- Interior Renovations

Work Scope	Contractor	Cost
General Trades	Nielsen	$ 40,396.00
Management/Supervision	Nielsen	$ 6,000.00
Drywall/ Acoustical	Walker Interiors	$ 26,100.00
Electrical	RM Electric	$ 19,800.00
Mechanical	Dee Cramer	$ 7,793.00
Insulation	MAG	$ 1,650.00
Sprinklers	American Fire Protection	$ 3,943.00
Paint	TF Painting	$ 8,450.00
Window Treatment	Creative Windows	$ 5,200.00
Flooring	Lansing Tile	$ 11,900.00
Signage	CKI	$ 2,068.00
Owner Allowance		$ 5,000.00
Total Base Bid		**$ 138,300.00**

Alternate 1:

General Trades: Nielsen	$ 630.00
Insulation: MAG	$2,920.00
Drywall/ Acoustical: Walker Interiors	$1,600.00
Paint: TF Painting	$1,825.00
Total: Alt. 1	**$6,975.00**

Respectfully Submitted,

Chad Powers
Vice President
Nielsen Commercial Construction Company Inc.
517-202-6278

Christopher Klinert

From: Chad Powers <cpowers@nielsenconstructioninc.com>
Sent: Tuesday, February 16, 2021 3:19 PM
To: Christopher Klinert
Subject: RE: Eaton County Health Department Renovation

Chris,

My plan for supervision and management is as follows:

Site Supervision:
I am planning on a full time superintendent on site for the duration of the project. The superintendents primary duty is to manage the project on site, day to day, including coordination of trades and tasks to maintain the project schedule. He is also the first point of contact for owner reps. Our superintendents are also tradesmen and will assist our crew with other general trades tasks that we are planning to self-perform. I'm assuming he will spend a portion of his time on this, which is included in the Generals Trades cost.

Project Management:
I will handle the project management from the office side of things. Including, submittals, project schedule, RFIs, change order requests and closeout. I also perform daily site visits to consult with site superintendent as well as conduct progress meetings.

Let me know if you have any questions or need anything else.

Thanks,

Chad Powers
Vice President
Nielsen Commercial Construction
Cell: 517-202-6278
cpowers@nielsenconstructioninc.com

2Project No. 2041-7185-90	Project: Eaton County Health Department Renovation	Date: 2-12-2021
Owner: Eaton County	Bidder: Laux Construction	

EVALUATION CHECKLIST

PART ONE: Responsiveness and Responsibility	Yes	No	N/A
Review bid forms and bid submittals prior to interview			
Are all bid forms and bid submittals in order, complete, and signed?	X		
Have all addenda been acknowledged?	X		
Interview			
Is your proposal mathematically correct?	X		
Do you have any concerns with or need clarifications of the bid documents? (If yes, attach a detailed explanation.)		X	
Does the bid contain deviations such as substitutions or voluntary alternates?		X	
If there are deviations, have those deviations been reviewed?			X
Have you included all components for a complete project?	X		
Are you comfortable with your bid and your ability to complete the project within the duration specified?	X		
Do you understand the Soil Erosion and Sedimentation Control requirements (if any) for the project?			
Do you understand the Special Working Conditions and Supplemental Conditions (if any) for the project?	X		
Do you understand substantial and final completion and liquidated damages, if any?			X
Does your proposed project schedule reflect the project duration outlined in the bid documents?			X
Question to bidder			
Do you still wish your bid to remain in consideration?	X		

EVALUATION CHECKLIST			
PART TWO: Qualitative Components	**Excellent**	**Acceptable**	**Not Applicable**
Interview			
How do you plan to provide communications and information for this project?	X		
What is your management plan for this project?	X		
On-site Supervision Plan? Hours Budgeted _320_ hrs – Full on time site supervision	X		
Have you worked successfully with the Client Agency?	X		
Is the project superintendent a permanent full-time employee of the contractor? Yes	X		
Have you worked successfully with the Professional Service Contractor? Yes	X		
Has any required specialized construction been adequately addressed?			X
What are your primary concerns regarding the successful completion of this project?	X		
How do you intend to record the project as-built documents?		X	
The following section only applies if these items were specifically requested for review in the bid documents.			
Was a bid breakdown submitted? ___Y _X_ N			
If yes, is that bid breakdown satisfactory?		X	
Was a list of subcontractors submitted? _X_Y ___ N			
If so, is that list acceptable?		X	
The following section only applies if a project schedule was requested as part of the post-bidding submittals.			
Has a proposed project schedule been submitted? ___Y _X_ N			
Is the proposed project schedule acceptable? _X_Y ___ N – Anticipated 8 week duration	X		
Project-Specific Qualitative Questions			
Recalibration of the white noise generating system		X	
Alternate No. 1 - Above ceiling insulation		X	
Notes:			
Full time site supervision.			
8 week construction duration.			
Only concern supply chain stability.			

Comments/Explanations of Negative Responses (may attach other sheets)

Signed:____

Date

Christopher Klinert

From: Chris M <chris@lauxconstruction.com>
Sent: Friday, February 12, 2021 1:29 PM
To: Christopher Klinert
Cc: Erik Every; Carter Vandlen
Subject: ECHD--Post Bid Info

Subcontractor List:

- Demo: Laux
- Spray Foam: Foam Pros
- Doors/Hardware: Automatic Equipment (Installed by Laux)
- Framing/Gyp/ACT: Laux
- Painting: TL Hart
- Floor Coverings: Superior
- Signage: CKI
- Window Coverings: Creative
- Fire Protection: American Fire
- HVAC: Dee Cramer
- Electrical: JC Electric (includes "Sound Mask" recalibration)

Other:

- We included full time supervision (8 weeks).
- We included $5,000 contingency allowance.
- Laux will utilize Procore project management software (RFI's, submittals, daily logs, photo documentation, inspections, etc.).

Thank you,

Chris Martin
Director of Project Management and Estimating

1018 Hogsback Rd.
Mason, MI 48854
517.694.0117 Office
517.694.0359 Fax
517.204.3810 Cell
chris@lauxconstruction.com

Christopher Klinert

From: Chris M <chris@lauxconstruction.com>
Sent: Friday, February 12, 2021 1:29 PM
To: Christopher Klinert
Cc: Erik Every; Carter Vandlen
Subject: ECHD--Post Bid Info

Subcontractor List:

- Demo: Laux
- Spray Foam: Foam Pros
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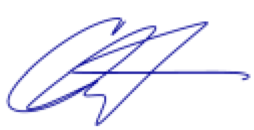
- Fire Protection: American Fire
- HVAC: Dee Cramer
- Electrical: JC Electric (includes “Sound Mask” recalibration)

Other:

- We included full time supervision (8 weeks).
- We included $5,000 contingency allowance.
- Laux will utilize Procore project management software (RFI’s, submittals, daily logs, photo documentation, inspections, etc.).

Thank you,



Chris Martin
Director of Project Management and Estimating

1018 Hogsback Rd.
Mason, MI 48854
517.694.0117 Office
517.694.0359 Fax
517.204.3810 Cell
chris@lauxconstruction.com

Christopher Klinert

From: Chris M <chris@lauxconstruction.com>
Sent: Tuesday, February 16, 2021 11:11 AM
To: Christopher Klinert
Subject: ECHD Renovations--SOV

Chris—Per your request, the following is a breakdown of our bid for the ECHD Renovations. Please contact me with any questions.

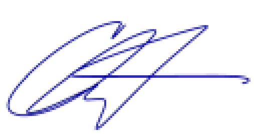
- General Trades* $36,781.00
- Management/Supervision $26,000.00
- Drywall/Acoustical $22,320.00
- Electrical $18,495.00
- Mechanical $7,793.00
- Insulation $850.00
- Sprinklers $3,943.00
- Paint $8,450.00
- Window Coverings $5,200.00
- Flooring $12,000.00
- Signage $2,068.00
- Allowance $5,000.00

Bid Total $148,900.00

*General Trades includes:

- Bonds/Insurances
- Building Permit
- Disposal
- Temporary Protection
- Cleaning
- Covid prevention measures
- Selective Demolition
- Wood blocking
- Doors/Frames/Hardware (materials and labor)
- Contractor's Mark-up

Thank you,



Chris Martin
Director of Project Management and Estimating

1018 Hogsback Rd.
Mason, MI 48854
517.694.0117 Office
517.694.0359 Fax
517.204.3810 Cell
chris@lauxconstruction.com

Project Name: **Eaton County**
Health Department Renovation
DLZ Project No.: **2041-7185-90**
Owner Name: **Eaton County**
Bid Date/Time: **2/11/2021** 2:00pm
Quotes/Public **4/Open**

SUMMARY BID TABLUATION

Contractor Name	Bid Bond	Receipt of Addendum No. 1	Receipt of Addendum n/a	Receipt of Addendum n/a	Allowance Included	Base Bid	Alternate 1 Sound Insulation - Partial Health Side	Alternate 2 n/a	Alternate 3 n/a	Alternate 4 n/a	Alternate 5 n/a	Alternate 6 n/a	Total Bid Base + All Alternates
LJ Trumble Builders, LLC 6850 Aurelius Rd. Lansing, MI 48911 (517) 323-6449	5%	✓			✓	$171,800.00	$12,400.00	$0.00	$0.00	$0.00	$0.00	$0.00	$184,200.00
Moore Trosper Construction Company 4224 Keller Rd. Holt, MI 48842 (517) 694-6310	5%	✓			✓	$151,600.00	$6,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$158,400.00
Laux Construction, LLC 1018 Hogsback Rd. Mason, MI 48854 (517) 694-0117	5%	✓			✓	$148,900.00	$3,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$152,700.00
Nielsen Commercial Construction Company, Inc. 4604 W. Holt Road Holt, MI 48842 (517) 699-2101	$5	✓			✓	$138,300.00	$6,975.00	$0.00	$0.00	$0.00	$0.00	$0.00	$145,275.00

HEALTH AND HUMAN SERVICES COMMITTEE MEETING

MONDAY, FEBRUARY 1, 2021
9:00 A.M.

MINUTES

MEMBERS PRESENT: Commissioners Jim Mott, Barbara Rogers, Tim Barnes, Mark Mudry, Blake Mulder, Jeanne Pearl-Wright and Dairus Reynnet

ALSO PRESENT: Commissioner Jeremy Whittum; Colette Scrimger, Anne Barna, and John Fuentes

The Health and Human Services Committee met in virtual session on Monday, February 1, 2021, as permitted by PA 228 of 2020, as amended. The members made an announcement of the location from which they are participating remotely as follows:

Commissioner Mott, a residence in Newaygo County, MI
Commissioner Rogers, their residence in Hamlin Township, Eaton County, MI
Commissioner Barnes, their place of employment in Ionia County, MI
Commissioner Mudry, their residence in Delta Township, Eaton County, MI
Commissioner Mulder, a residence in Clare County, MI
Commissioner Pearl-Wright, their residence in Delta Township, Eaton County, MI
Commissioner Reynnet, an office in Lansing, MI

Chairperson Mott called the meeting to order at 9:00 a.m.

The Pledge of Allegiance was given by all.

Commissioner Pearl-Wright moved to approve the agenda, as presented. Commissioner Barnes seconded. Motion carried unanimously.

Commissioner Pearl-Wright moved to approve the minutes of the January 11, 2021 minutes, as presented. Commissioner Barnes seconded. Motion carried unanimously.

Colette Scrimger and Anne Barna, Barry-Eaton District Health Department, were present to provide an update on the COVID-19 vaccine distribution and administration. It was reported that the District has received and administered 3,400 vaccine doses as of January 28, 2021. The Department is following the State's vaccination prioritization guidelines. Vaccine clinics continue to rely on staff and a large network of volunteers. The Department will continue to schedule clinics based on available supply. At present, demand far exceeds supply received on a weekly basis. It was reported that the data discussed represented Health Department vaccinations and did not include data from the hospital vaccinations in the County. Discussion held regarding scheduling limitations, supply uncertainty and vaccine technology.

Chairperson Mott adjourned the meeting at 9:51 a.m.

The next regularly scheduled meeting of the Health and Human Services Committee will be held on Monday, March 1, 2021 at 9:00 a.m.

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Jim Mott, Chairperson

PUBLIC SAFETY COMMITTEE

FEBRUARY 4, 2021
4:00 P.M.

MINUTES

MEMBERS PRESENT:	Commissioners Tim Barnes, Wayne Ridge, Brian Droscha, Brandon Haskell, Mark Mudry, Dairus Reynnet and Jane Whitacre
ALSO PRESENT:	Commissioner Jeremy Whittum, Sheriff Tom Reich, Undersheriff Jeff Cook, Chief Deputy Adam Morris, Michael Armitage, Kelley Cunningham, Ryan Wilkinson, Jerri Nesbitt and John Fuentes

The Public Safety Committee met in virtual session on February 4, 2021, as permitted by PA 228 of 2020, as amended. The members made an announcement of the location from which they are attending remotely as follows:

Commissioner Barnes, their residence in the Village of Mulliken, Eaton County, MI
Commissioner Ridge, their residence in the City of Charlotte, Eaton County, MI
Commissioner Droscha, their residence in Eaton Township, Eaton County, MI
Commissioner Haskell, their residence in Delta Township, Eaton County, MI
Commissioner Mudry, their residence in Delta Township, Eaton County, MI
Commissioner Reynnet, their residence in the Village of Dimondale, Eaton County, MI
Commissioner Whitacre, their residence in Delta Township, Eaton County, MI

Chairperson Barnes called the meeting to order at 4:00 p.m.

The Pledge of Allegiance was given by all.

A request to add consideration of an appointment to the Community Corrections Advisory Board to the agenda was made by Controller Fuentes.

Commissioner Barnes moved to approve the addition with the addition of a Community Corrections Advisory Board appointment as item 10a. Commissioner Droscha seconded. Motion carried by unanimous roll call vote.

Commissioner Haskell moved to approve the minutes of the January 14, 2021 minutes, as presented. Commissioner Droscha seconded. Motion carried by unanimous roll call vote.

No limited public comment.

Sheriff Reich highlighted the major incidents that occurred in January 2021. Sheriff Reich praised the efforts of Deputy Turner and K-9 Tank in apprehending a suspect in Delta Township.

An update was provided on the revenue projections for the boarding programs. The Michigan Department of Corrections (MDOC) census is down due to a lack of parole violators being housed from other counties at present. Revenue projections remain consistent with the budgetary estimates. The jail census and court security reports were also presented and reviewed. Discussion held.

Director Armitage provided the monthly update for Central Dispatch. It was reported that in January 2021, dispatch incidents (6,977) were down by approximately 1,000 compared to January 2020.

Emergency Manger Wilkinson provided an update on the support efforts for the Health Department's vaccination program.

It was reported that the County will need to approve a subrecipient agreement with Ingham County to participate in the Homeland Security Grant Region One program. Discussion held.

Commissioner Haskell moved to recommend approval of a resolution to approve the Fiscal Year 2020 Homeland Security Grant Program Region One subrecipient agreement, to the Board of Commissioners.

Commissioner Droscha seconded. Motion carried by unanimous roll call vote.

It was also reported that the Local Planning Team met and recommended a project to acquire equipment for a portable data network from the Homeland Security Grant Fiscal Year 2019 allocation. Discussion held.

Commissioner Droscha moved to approve the local planning team portable data network project in the amount of $1,500. Commissioner Haskell seconded. Motion carried by unanimous roll call vote.

A draft of the County Continuity of Operations Plan was presented and reviewed. It was reported that Mr. Wilkinson will be continuing discussions with other agencies to formalize agreements for possible alternative locations for County operations in the event County facilities become unavailable or unusable in an emergency. Discussion held.

A communication from Chief Judge Cunningham recommending District Judge O'Neill be appointed to the vacancy created by the retirement of District Judge Reincke on the Community Corrections Advisory Board was presented.

Commissioner Reynnet moved to recommend the appointment of District Judge Julie O'Neill to the Community Corrections Advisory Board for the duration of her term of office, to the Board of

Commissioners. Commissioner Droscha seconded. Motion carried by unanimous roll call vote.

There was no limited public comment.

Chairperson Barnes adjourned the meeting at 4:32 p.m.

The next regularly scheduled meeting of the Public Safety Committee will be held on Thursday, March 4, 2021 at 4:00 p.m.

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Commissioner Tim Barnes
Chairperson, Public Safety Committee

PUBLIC WORKS & PLANNING COMMITTEE

WEDNESDAY, FEBRUARY 10, 2021
9:00 A.M.

MINUTES

MEMBERS PRESENT: Commissioners Brian Lautzenheiser, Jim Mott, Terrance Augustine, Joseph Brehler, Blake Mulder, Barbara Rogers and Jane Whitacre

ALSO PRESENT: Commissioner Jeremy Whittum, Donna Webb, Sue Spagnuolo, Troy Stowell, Gene Bryan, Morgan Feldpausch, Claudine Williams and John Fuentes

The Public Works and Planning Committee met in virtual session on February 10, 2021 as permitted by PA 228 of 2020, as amended. The members made an announcement of the location from which they are attending remotely as follows:

Commissioner Lautzenheiser, their residence in the City of Charlotte, Eaton County, MI
Commissioner Mott, their residence in Walton Township, Olivet, Eaton County, MI
Commissioner Rogers, their residence in Hamlin Township, Eaton County, MI
Commissioner Mulder, their second residence in Clare, Clare County, MI
Commissioner Brehler, their residence in the City of Lansing, Eaton County, MI
Commissioner Augustine, their residence in the City of Grand Ledge, Eaton County, MI
Commissioner Whitacre, their residence in Delta Township, Eaton County, MI

Chairperson Lautzenheiser called the meeting to order at 9:00 a.m.

The Pledge of Allegiance was given by all.

Commissioner Augustine moved to approve the agenda, as presented. Commissioner Rogers seconded. Motion carried by unanimous roll call vote.

Commissioner Mulder moved to approve the minutes of the January 13, 2021 meeting, as presented. Commissioner Mott seconded. Motion carried by unanimous roll call vote.

Donna Webb, EATRAN General Manager, was present to provide the agency's semi-annual update. It was reported that demand-response service is operating with vehicles at 50 percent seating capacity. Ridership has been increasing monthly since October 2020, however remains at approximately 52 percent of prior year levels. School routes remain limited with many schools still operating in a virtual environment. The Delta Township connector route remains suspended. Discussion held.

It was reported that the tri-county transit agencies have been discussing collaborative efforts related to COVID-19 vaccination transportation services. It was also reported that the agency is currently receiving federal CARES ACT funding to replace lost operating revenues. A portion of this federal funding will be utilized to convert the remainder of the bus fleet to utilize propane fuel. Discussion held.

There was also discussion regarding the status of regional coordination of public transportation services, beyond the current efforts discussed previously surrounding vaccination transportation services.

Sue Spagnuolo, Eaton Conservation District, was present to discuss the District's upcoming Resource Assessment Survey. The District is required to conduct a community survey every five years. There was discussion regarding the survey development and content, related to service needs and potential funding sources. Further discussion held.

Troy Stowell, Parks Director, was present to provide the Department's monthly update. It was reported that the Department of Natural Resources has approved the Parks Master Plan. An update was also provided on the scheduled improvements at the Parks. There was also discussion regarding the County's involvement in the USDA Non-Motorized Trail Technical Assistance grant.

The Parks Commission is planning a dedication ceremony in the spring for the memorial bench for former Commissioner Roger Harris at Crandell Park.

Gene Bryan, Construction Code Enforcement Director, was present to provide the Department's monthly update. The monthly permit inspection and housing start data was distributed and discussed. It was also reported that the City of Charlotte is considering turning its building code enforcement jurisdiction over to the County due to the upcoming retirement of its Building Official. Discussion held. An update will be provided at the Committee's next regular meeting.

A preliminary draft of a customer satisfaction survey for use in the Construction Code Enforcement Department was distributed. The online survey instrument, based on the draft questions, is in development for use in the near future.

Morgan Feldpausch, Resource Recovery Coordinator, was present to provide the monthly update on behalf of the Designated Implementing Agency. An update was provided on the waste hauler license renewal applications and Solid Waste Alternative Grant Reporting. The dates for 2021 collection events were provided.

There was discussion regarding the 2021-2022 Battery Collection program vendor contracts. An update on the resolution of an identified billing error will be provided at the Committee's next regular meeting with a recommendation for the contract award based on the submitted proposals. Discussion held.

Mr. Fuentes provided an update on the activity of the Sustainability Steering Committee.

Claudine Williams, Community Development Director, was present to provide the Department's monthly update.

It was reported that the Board's appointment of Rob Piercefield to the Zoning Board of Appeals needed to be re-addressed, as Mr. Piercefield is not eligible for appointment because he resides in the Village of Mulliken which is not subject to county zoning. As a result of this, Chairman

Whittum contacted Charamy Cleary to discuss her interest in filling the vacancy. Ms. Cleary previously served on the Zoning Board of Appeals. Chairman Whittum indicated Ms. Cleary remained interested in being appointed. Discussion held.

Commissioner Augustine moved to recommend the appointment of Charamy Cleary to the Zoning Board of Appeals for the remainder of a three-year term, expiring December 31, 2023. Commissioner Brehler seconded. Motion carried by unanimous roll call vote.

There was no limited public comment.

Chairperson Lautzenheiser adjourned the meeting at 10:53 a.m.

The next regular meeting of the Public Works and Planning Committee will be held on Wednesday, March 10, 2021 at 9:00 a.m.

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Brian Lautzenheiser, Chairperson