EATON COUNTY BOARD OF COMMISSIONERS
WEDNESDAY, JANUARY 19, 2022 AGENDA

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 December 15, 2021

VII. Communications

VIII. Retirement Recognition Resolutions

IX. Public Hearing – Community Development Block Grant (CDBG) CARES Grant Closeout

X. Limited Public Comment

XI. COMMITTEE REPORTS AND RESOLUTIONS

A. HEALTH AND HUMAN SERVICES COMMITTEE – Commissioner Mott

B. PUBLIC SAFETY COMMITTEE – Commissioner Barnes

C. INFORMATION TECHNOLOGY & COMMUNICATION COMMITTEE – Commissioner Ridge

D. PUBLIC WORKS AND PLANNING COMMITTEE – Commissioner Lautzenheiser
1. Resolution to Approve Greater Lansing Regional Storm Water Program Memorandum of Agreement
2. Resolution to Approve Optimist Park Lease Agreement
3. Resolution to Approve Utility Right-of-Way Easement
4. Resolution to Approve Household Hazardous Waste Vendor Contract Amendment
5. Construction Code Board of Appeals Appointment

E. WAYS & MEANS COMMITTEE - Commissioner Mulder
1. 2022 Borrowing Resolution (2021 Delinquent Taxes)
2. Resolution Authorizing 2022 Administrative Fund
3. Resolution to Appoint County Remonumentation Representative and Related Contract
4. Resolution Authorizing Agreements with Remonumentation Surveyors for the 2022 Grant Year
5. Resolution to Approve FY 2021-2022 Budget Amendments
6. Resolution to Approve Jail and Youth Facility Security System Replacement Project Contract
7. Historical Commission Appointments
8. Claims and Purchases

XII. Limited Public Comment

XIII. Commissioner Comment

XIV. Unfinished Business

XV. Old Business

XVI. New Business

XVII. Adjourn to Wednesday, February 16, 2022 regular meeting at 7:00 p.m.

EATON COUNTY BOARD OF COMMISSIONERS
DECEMBER 15, 2021

The Eaton County Board of Commissioners met in regular session at the County Facilities, in the City of Charlotte, Wednesday, December 15, 2021 including the availability of virtual participation by the public.

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.

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 and Barbara Rogers.
Commissioners absent: None

Commissioner Lautzenheiser requested the following addition to the Public Works & Planning Committee: Item #5 - Appointments. Commissioner Mulder requested the following addition to the Ways and Means Committee Report: Item #8 Resolution for a Partial Termination of a Farmland Development Rights Agreement-With Pre-Existing Structure.

Commissioner Lautzenheiser moved the approval of the agenda as amended. Seconded by Commissioner Augustine. Carried unanimously.

Commissioner Lautzenheiser moved the approval of the November 17, 2021 meeting minutes as presented. Seconded by Commissioner Rogers. Carried unanimously.

Communications: Letter of appreciation from Jane Sprague for her reappointment to the Construction Code Board of Appeals.

Letter of invitation from McLaren Greater Lansing's President and CEO, Kirk Ray to their Grand Opening Gala – Passport to Care.

Letter from Kim Laforet in opposition to vaccine mandates.

Public Comment: Bruce Barlond, Windsor Township resident, supported the resolution condemning vaccine and testing mandates and the ORV ordinance.

Katherine Schmidt, Potterville resident, supported the resolution condemning vaccine and testing mandates and the ORV ordinance.

Will Pitylak, Eaton Township resident, supported the resolution condemning vaccine and testing mandates and the ORV ordinance.

Andrea Smith, Charlotte resident, supported the resolution condemning vaccine and testing mandates.

Frank Holmes, Brookfield Township resident, supported the resolution condemning vaccine and testing mandates.

Livi Ranshaw, Potterville resident, supported the resolution condemning vaccine and testing mandates.

Mark Goodrich, Bellevue Village resident, supported the resolution condemning vaccine and testing mandates and the ORV ordinance.

Brian Roes, Hamlin Township resident, supported the ORV ordinance.

Jennifer Dingman, Benton Township resident, supported the ORV ordinance.

Jamie Reed supported the ORV ordinance.

Drew Marks, Sunfield Township resident, spoke in opposition of DCA recommended by the Planning Commission.

The Annual Report of the County Treasurer Performance Bond – P.A. 211 of 2007 was received. (On file)

Commissioner Mott moved the approval of #21-12-125 Resolution to Condemn Federal Vaccine & Testing Mandates.

A resolution to condemn President Joe Biden's decision to impose vaccine requirements on private and public employers and healthcare facilities receiving funds from The Centers for Medicare & Medicaid Services (CMS) and urge the Governor and Attorney General of Michigan to pursue all available avenues to challenge these unlawful mandates.
WHEREAS, on September 9, 2021, President Biden announced his administration's plan to impose strict COVID-19 vaccine requirements on private businesses. Effective January 4, 2022, employers with over 100 employees will be required to ensure employees are vaccinated or impose burdensome weekly testing regimens; and
WHEREAS, on November 5, 2021, Centers for Medicare and Medicaid Services (CMS) also issued a federal vaccine mandate for staff within all Medicare and Medicaid-certified facilities including nursing homes, hospitals, dialysis facilities, ambulatory surgical settings, and home health agencies, among others, as a condition for participating in the Medicare and Medicaid programs, as well as, federal contractors, and the majority of federal workers; and
WHEREAS, these requirements are capricious and arbitrary, infringing on Americans' civil liberties. Health care decisions, including whether or not to get vaccinated, are

deeply personal and should not be subject to governmental edicts that cannot account for unique, individual medical needs; and

WHEREAS, the vaccine requirement will impact two-thirds of the nation's private sector workforce. Imposing sanctions, such as lost employment, on the most economically vulnerable is unnecessarily cruel; and

WHEREAS, federal overreach will exacerbate supply chain shortages; interrupt manufacturing production; risk destabilizing our critical water, sewer, and energy infrastructure; put additional life-threatening pressure on our health care industry; cause interruption in our education system; and cause additional labor shortages across all industries; and

WHEREAS, employers are already experiencing significant resource and workforce shortages that will only be made worse by adding additional requirements that limit the number of workers available; and

WHEREAS, to date, at least 27 states have filed legal challenges or expressly stated an intention to push back against this type of federal government overreach. Resistance to the federal mandate by state leaders has been bipartisan, as three states with Democrat governors – Kansas, Kentucky, and Louisiana – have joined the lawsuits. However, Governor Gretchen Whitmer and Attorney General Dana Nessel have thus far acquiesced to President Biden's intrusion upon our state's sovereignty and policymaking process; and

WHEREAS, on September 7, 2021, the administrator of the Eaton County Healing and Recovery center, Martha Richard, stated during her Semi-Annual Update that the vaccine mandate would further exacerbate staffing shortage; and

WHEREAS, on November 6, 2021, the U.S. Court of Appeals for the Fifth Circuit placed a hold on President Biden's vaccine mandate; and

WHEREAS, on November 12, 2021, the U.S Court of Appeals for the Fifth Circuit, further affirmed, it's hold on the vaccine mandate; and

WHEREAS, on November 29, 2021, The US District Court of Missouri ruled against implementation and enforcement of CMS vaccine mandates; and

WHEREAS, on November 30, 2021, a federal judge issued a preliminary injunction to halt implementation of the President's mandate for health care workers, which had been set to being this week; and

WHEREAS, on December 2, 2021, the President clearly articulated that his policy goals for the business and medical communities has not changed or evolved in light of the afore mentioned judicial action. While announcing his Winter Covid 19 plan, President Biden stated he believes that " all Americans can rally around" this plan and stated that the plan, including vaccine mandates, "should get bipartisan support.", and left ALL of the afore mentioned vaccine mandates in place, with implementation pending judicial review.

NOW HERE BY, BE IT RESOLVED, by the Eaton County Board of Commissioners, That we, on behalf of the citizens of Eaton County, condemn President Biden's decision to impose vaccine requirements on both public and private employers; and

BE IT FURTHER RESOLVED, that we call upon Governor Gretchen Whitmer and Attorney General Dana Nessel to join those leaders who have filed suit to protect the

interests of their states and their citizens and pursue all available avenues to challenge President Biden's unlawful mandate; and
BE IT FURTHER RESOLVED, that copies of this resolution be transmitted to the President of the United States, the Governor of the State of Michigan, the Michigan Attorney General, and the commissioners of the other Michigan counties.

Seconded by Commissioner Reynnet. Discussion held. Roll call. AYES: Commissioners Barnes, Mulder, Droscha, Reynnet, Ridge, Lautzenheiser, Mott, Rogers and Whittum. NAYS: Commissioner Augustine, Haskell, Pearl-Wright, Whitacre, Mudry, and Brehler. Carried.

Commissioner Barnes moved the approval of #21-12-126 Resolution to amend the Sheriff Department Fee Schedule.
WHEREAS, the Eaton County Board of Commissioners has approved a User Fee Schedule for the Eaton County Sheriff Department; and
WHEREAS, the Public Safety Committee has reviewed and is recommending an increase to the rate for dedicated patrol/enforcement contractual services, to $60 per officer per hour; and
NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners approves the attached recommended Sheriff Department User Fee Schedule effective January 1, 2022; and
BE IT FURTHER RESOLVED, that any other User Fee Schedules established by the Sheriff Department are superseded by the attached schedule.
Seconded by Commissioner Haskell. Carried unanimously.

Commissioner Barnes moved the approval of #21-12-127 Resolution to Approve Emergency Management Performance Grants American Rescue Plan Act (EMPG ARPA) Grant Amendment.

WHEREAS, the County received Emergency Management Performance Grant funding the Federal Emergency Management Agency passed-through the Michigan State Police for the period of October 1, 2020 through September 30, 2021; and
WHEREAS, the Department of Emergency Management has been notified that additional funding of up to $16,619, is available for eligible expenditures for the same time period; and
WHEREAS, the grant would provide additional funding for the program manager's salary and fringe benefit costs.
NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners authorize the Department of Emergency Management to submit a grant amendment for an amount not to exceed $16,619 for the period of October 1, 2020 to September 30, 2021; and
BE IT FURTHER RESOLVED, that the Controller be authorized to approve any necessary budget amendments to increase expenditures and increase grant revenue if the grant is approved by the State of Michigan; and

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners be authorized to sign any necessary documents.
Seconded by Commissioner Pearl-Wright. Discussion held. Roll call. AYES: Commissioners Barnes, Mulder, Augustine, Haskell, Pearl-Wright, Whitacre, Mudry, Brehler, Droscha, Reynnet, Ridge, Lautzenheiser, Mott, Rogers and Whittum. NAYS: None. Carried unanimously.

Commissioner Barnes moved the approval of #21-12-128 Resolution to Schedule Public Hearing for Proposed Off-Road Vehicle (ORV) Ordinance.

WHEREAS, the Eaton County Public Safety Committee has discussed and developed a proposed Off-Road Vehicle (ORV) ordinance as provided for in MCL 324.81131; and
WHEREAS, the statute requires a public hearing to be conducted before such an ordinance can be adopted by the Board of Commissioners; and
WHEREAS, the statute requires that such a public hearing be noticed by the County Clerk not less than 45 days prior to the public hearing to the county road commission, to the legislative body of each township and municipality located within the county, to the state transportation department if the road intersects a highway.
NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners hereby schedule a public hearing on the proposed Off-Road Vehicle (ORV) ordinance for Wednesday, February 16, 2022 at 7:00 pm; and
BE IT FURTHER RESOLVED, that Board of Commissioners directs the County Clerk to publish notice of this public hearing and provide specific notice to those entities and agencies as required by MCL 324.81131(2).

Seconded by Commissioner Augustine. Discussion held. Roll call. AYES: Commissioners Barnes, Mulder, Augustine, Haskell, Pearl-Wright, Whitacre, Mudry, Brehler, Droscha, Reynnet, Ridge, Lautzenheiser, Mott, Rogers and Whittum. NAYS: None. Carried unanimously.

Commissioner Lautzenheiser moved the approval of #21-12-129 Resolution to approve DCA-12-21-6.

PREAMBLE: The Eaton County Land Development Code, an Ordinance adopted by the Commissioners of the County of Eaton pursuant to Public Act 183 of 1943, and administered pursuant to Public Act 110 of 2006, may be amended from time to time by following procedures outlined in Article 13 of the Development Code.
WHEREAS, The Eaton County Planning Commission initiated a petition for a Comprehensive Amendment to the Eaton County Land Development Code (zoning ordinance) to clarify the intent, update language and improve comprehension. Amendments are proposed to the following: Article 5 Definitions (amend Sections 5.3.3. C. and 5.3.18. R.), Article 6 General Provision (amend Sections 6.2.10. C., 6.5, 6.51, and add 6.5.5), Article 7 Land Development Districts (amend Section 7.2.2. C., 7.3.2 F., 7.4A.2 B., 7.4B.2 C., 7.4C.2 D., 7.5A.4), and Article 14 Specific Provisions and

Requirements (amend Section 14.10 Educational Institutional and Government Facility and 14.25 Surface Mining); and
WHEREAS, the Eaton County Planning Commission held a duly advertised and noticed public hearing on December 7, 2021; and
WHEREAS, the Eaton County Planning Commission found the requested amendment to be consistent with the required findings of fact (Items A through G) contained in Section 13.6 of the Eaton County Land Development Code; and
WHEREAS, the Eaton County Planning Commission has taken action on December 7, 2021 to recommend the adoption of the ordinance amendments for reasons stated at the meeting.
NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of the County of Eaton, Michigan having considered the findings of facts and recommendations hereby:
APPROVES the request by Eaton County Planning Commission for a Comprehensive Amendment to the Eaton County Land Development Code (zoning ordinance) to clarify the intent, update language and improve comprehension to Article 5 Definitions (amend Sections 5.3.3. C. and 5.3.18. R.), Article 6 General Provision (amend Sections 6.2.10. C., 6.5, 6.51, and add 6.5.5), Article 7 Land Development Districts (amend Section 7.2.2. C., 7.3.2. F., 7.4A.2 B., 7.4B.2 C., 7.4C.2 D., 7.5A.4), and Article 14 Specific Provisions and Requirements (amend Section 14.10 Educational Institutional and Government Facility and 14.25 Surface Mining).
Seconded by Commissioner Augustine. Carried unanimously.

Commissioner Lautzenheiser moved the approval of following two resolutions.

#21-12-130 Resolution to Approve Contract for Battery Recycling.

WHEREAS, the County is charged by the Public Act 451, Part 115, as amended, Eaton County Solid Waste Management Plan Update of February 1999 to enhance the separation, collection, and utilization of materials to increase the percentage of the solid waste stream diverted; and,
WHEREAS, the County Department of Resource Recovery operates a household battery collection program, which diverts potentially hazardous materials from improper disposal; and,
WHEREAS, the Department of Resource Recovery currently utilizes, Battery Solutions, LLC to recycle all household batteries brought to Eaton County collection sites per Federal and State guidelines and in accordance with the proposal submitted to the Department of Resource Recovery; and
WHEREAS, the County Department of Resource Recovery recommends extending the current contract through December 31, 2022; and
WHEREAS, the Public Works and Planning Committee recommended this contract be extended between the County and Battery Solutions, LLC for a one-year period at its regular meeting held on December 8, 2021; and
NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of

Commissioners officially approves the recommended contract extension.

#21-12-131 Resolution to Approve Michigan Energy Great Lakes and Environment 2020 Scrap Tire Grant Extension.

WHEREAS, the Resource Recovery Department has been established for the development and administration of the County Solid Waste Management Plan under Act 641; and
WHEREAS, key components of the Resource Recovery Department include increasing the amount of materials recycled; and
WHEREAS, the Michigan Department of Environment Great Lakes and Energy has awarded Eaton County with a Scrap Tire Recycling Grant designed to provide assistance in the removal of residential scrap tires; and
WHEREAS, the County has been notified of the availability of excess funds within its FY2020-2021 grant award; and
WHEREAS, the Michigan Department of Environment Great Lakes and Energy has proposed an extension to the terms of the current grant to December 31, 2022 in order to provide the availability to utilize said excess funds.
NOW, THEREFORE, LET IT BE RESOLVED that Eaton County approves the extension of the Scrap Tire grant; and
BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners, or his designee, is authorized to sign any necessary grant documents; and
BE IT FURTHER RESOLVED, that the Controller is authorized to make budgets amendments to the adopted budget, in the event the grant is authorized.

Motion on both resolutions seconded by Commissioner Haskell. Carried unanimously.

Commissioner Lautzenheiser moved the approval of #21-12-132 Resolution to Prioritize Property for Submission to Michigan Agricultural Preservation Fund Board for Purchase of Development Rights Grant Funds.

WHEREAS, a PDR Ordinance was adopted by the Eaton County Board of Commissioners on April 16, 2003, as amended December 16, 2020, to preserve farm land and open space; and
WHEREAS, the Eaton County Farmland and Open Space Preservation PDR Program ("Program") is qualified to apply to the Michigan Agricultural Preservation Fund; and
WHEREAS, the Eaton County Purchase of Development Rights Committee scored, ranked and prioritized two applications in a public meeting on December 6, 2021, for consideration into the Program; and
WHEREAS, the Purchase of Development Rights Committee recommends both applications for submission to the Michigan Agricultural Preservation Fund Board for Purchase of Development Rights Grant Funds; and
WHEREAS, only application property owners willing to follow the Michigan Preservation Fund Board Guidelines will be awarded involvement in the Program.

NOW THEREFORE BE IT RESOLVED, that the Eaton County Board of Commissioners hereby approves and authorizes Community Development Department staff to prepare and submit an application to include these parcels (as recommended by the PDR Committee and attached to this Resolution) to the Michigan Agricultural Preservation Fund Board for Purchase of Development Rights Grant Funds.
Seconded by Commissioner Rogers. Carried unanimously.

Commissioner Lautzenheiser moved the approval of Public Works & Planning Committee appointments as follows:
Parks & Recreation Commission - 3 year term expiring December 31, 2024
    Christopher Arndt

Eaton County Transportation Authority - 3 year term expiring December 31, 2024
    Vicky Beers - representing NW Quadrant

Purchase of Development Rights Selection Committee – 2 year term expiring December 31, 2023
    Ellen Lambright
    James Garvey

Brownfield Redevelopment Authority Board – 3 year term expiring December 31, 2024
    Robert Sepeter
    Tim Cattron
    Charamy Cleary
Seconded by Commissioner Droscha. Carried unanimously.

Commissioner Mulder moved the approval of #21-12-133 Resolution to Approve Delta Township Corridor Improvement Authority Tax-Sharing Agreement.

WHEREAS, the Delta Township Board of Trustees held a public hearing on November 15, 2021, for the purpose of adopting an Ordinance creating a Corridor Improvement Authority (CIA) and establishing the boundaries of the CIA district; and
WHEREAS, Eaton County property tax revenues are subject to capture by a Tax Increment Financing (TIF) Plan that may be proposed by the Delta Township CIA and approved by the Delta Township Board of Trustees; and
WHEREAS, pursuant to MCL 125.4618 (5), Eaton County may exempt its property taxes from capture by the Delta Township CIA by adopting a Resolution to that effect within sixty (60) days of the November 15, 2021 public hearing, which Resolution takes effect when filed with the Delta Township Clerk; and
WHEREAS, pursuant to MCL 125.4618(3), Eaton County may enter into agreements with the Delta Township CIA and the Delta Township Board of Trustees to share a portion of the County's captured taxable value of the CIA district; and
WHEREAS, it is the policy of Eaton County not to permit the capture of County property tax revenues in any new or amended TIF Districts unless the Board of

Commissioners has approved a Tax Sharing Agreement with the CIA and the affected municipality; and

WHEREAS, Delta Township and the Delta Township CIA have proposed a tax-sharing agreement, attached and hereby included by reference, to allow for the capture of eighty (80%) percent of the incremental tax increases; and

WHEREAS, the remaining twenty (20%) percent of incremental tax increases would be returned to the County; and

NOW, THEREFORE, BE IT RESOLVED, that pursuant to MCL 125.4618 (5), Eaton County hereby exempts its property taxes from capture by the Delta Township CIA; and

BE IT FURTHER RESOLVED, that Eaton County approves the proposed tax-sharing agreement between the Delta Township CIA and the Delta Township Board of Trustees, pursuant to MCL 125.4618(3) to share a portion of the captured taxable value of the CIA District, attached to this resolution; and

BE IT FURTHER RESOLVED, that the County Clerk is directed to provide the Clerk of Delta Township with a copy of this resolution.

Seconded by Commissioner Whitacre. Discussion held. Roll call. AYES: Commissioner Barnes, Mulder, Augustine, Haskell, Pearl-Wright, Whitacre, Mudry, Brehler, Droscha, Reynnet, Ridge, Lautzenheiser, Mott, Rogers and Whittum. NAYS: None. Carried unanimously.

Commissioner Mulder moved the approval of the following two resolutions:

#21-12-134 Resolution Authorizing Entry of Participation Agreements in Partial Settlement of the National Prescription Opiate Litigation.

WHEREAS, the Eaton County, Michigan filed a lawsuit in the United States District Court to address the public nuisance that is the Opioid Epidemic, which named, among other companies, the following four Defendants ("Settling Defendants"):

1. Janssen Pharmaceuticals, Inc. (a prescription opioids manufacturer);
2. Amerisource Bergen Corp. (a prescription opioids wholesaler distributor);
3. Cardinal Health, Inc. (a prescription opioids wholesaler distributor); and
4. McKesson Corporation (a prescription opioids wholesaler distributor)

AND WHEREAS the lawsuit was subsequently transferred to the United States District Court in the Northern District of Ohio and centralized as part of *In re National Prescription Opiate Litigation,* MDL 2804; Case No. 1:17-md-2804, which is presided over by the Honorable Dan Aaron Polster, United State Federal District Court Judge;

AND WHEREAS the Settling Defendants have negotiated proposed national settlement agreements ("Proposed Settlements") with the State Attorneys General, and a Plaintiff Executive Committee-designated negotiating committee that represents approximately 4,000 local governments that have brought lawsuits similar to Eaton County, Michigan's lawsuit;

AND WHEREAS the Proposed Settlements contain significant equitable and monetary relief, including:

1. An agreement by Janssen that it will discontinue the manufacture and distribution of prescription opioids products for at least the next ten years;
2. An agreement by Janssen that it will suspend any lobbying efforts that concern prescription opioids products;
3. The creation of a National Clearinghouse for wholesale distributors that will assist in the detection, suspension and reporting of suspicious orders of prescription opioids products; and
4. The payment of up to $26 billion (depending upon the level of participation of state and local governments in the Proposed Settlements) in funding installments over the next 18 years, the bulk of which will be dedicated to funding abatement and prevention strategies associated with the opioids public nuisance.

NOW THEREFORE, Eaton County, Michigan authorizes the execution of Participation Agreements for: 1. the Master Settlement Agreement with Janssen Pharmaceuticals, Inc.; and 2. the Master Settlement Agreement with the three wholesale distributor defendants (Cardinal, Amerisource Bergen and McKesson), both of which are listed and available to the public at https://nationalopioidsettlement.com/. Specimen copies of the material terms of the participation agreements are attached as an exhibit to this resolution.

#21-12-135 Resolution Authorizing Entry of State Local Government Interstate Agreement Concerning Allocation of Settlement Proceedings in the National Opioids Litigation.

WHEREAS, the Eaton County, Michigan filed a lawsuit in the United States District Court to address the public nuisance that is the Opioid Epidemic, which named, among other companies, the following four Defendants (“Settling Defendants”):

5. Janssen Pharmaceuticals, Inc. (a prescription opioids manufacturer);
6. Amerisource Bergen Corp. (a prescription opioids wholesaler distributor);
7. Cardinal Health, Inc. (a prescription opioids wholesaler distributor); and
8. McKesson Corporation (a prescription opioids wholesaler distributor)

AND WHEREAS the lawsuit was subsequently transferred to the United States District Court in the Northern District of Ohio and centralized as part of *In re National Prescription Opiate Litigation,* MDL 2804; Case No. 1:17-md-2804, which is presided over by the Honorable Dan Aaron Polster, United State Federal District Court Judge;
AND WHEREAS the Settling Defendants have negotiated proposed national settlement agreements (“Proposed Settlements”) with the State Attorneys General, and a Plaintiff Executive Committee-designated negotiating committee that represents approximately 4,000 local governments that have brought lawsuits similar to Eaton County, Michigan’s lawsuit;
AND WHEREAS the Proposed Settlements contain a “default” allocation method where settlement funds that are allocated to a particular state to resolve the claims asserted by state and local governments within that state are allocated as follows:

- 15% of settlement proceeds paid under the Proposed Settlements are allocable to the State;
- 15% of the settlement proceeds are allocable to local governments; and
- 70% of the settlement proceeds are allocable to an opioid abatement fund;

AND WHEREAS the Proposed Settlements enable the state and local governments within a State to negotiate alternative allocation methods to the "default" allocation method referenced above;
AND WHEREAS, Eaton County, Michigan desires to enter into an alternative allocation method which allocates settlement funds solely to:

1. Participating Local Governments who have elected to participate in the Proposed Settlements; and
2. the State of Michigan.

NOW THEREFORE, Eaton County, Michigan authorizes the execution of a Michigan State-Subdivision Agreement For Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement substantially similar to the proposed agreement attached to this resolution. Eaton County, Michigan also authorizes execution of a similar state-subdivision agreement to the extent that it provides a substantially similar allocation of settlement or bankruptcy proceeds obtained from opioids litigation with any other entity.
Motion on both resolutions seconded by Commissioner Ridge. Carried unanimously.

Commissioner Mulder moved the approval of #21-12-136 Resolution to Approve Interim Agreement for the Operation of the Youth Facility.

WHEREAS, the Board previously adopted an agreement to allow the Youth Facility to continue to be operated under the direction of the Family Division of the Circuit Court; and
WHEREAS, such agreement expires December 31, 2021; and
WHEREAS, the Ways and Means Committee has reviewed the operation of the Youth Facility over the past year and feels it should remain under the operation of the Family Division of the Circuit Court.
NOW THEREFORE BE IT RESOLVED, that the Agreement be extended for another year to expire on December 31, 2022. Prior to such time, it will be reviewed again by the Ways and Means Committee.
Seconded by Commissioner Pearl-Wright. Carried unanimously.

Commissioner Mulder moved the approval of MERS Adoption Agreement Addendum-Division 01.
Seconded by Commissioner Lautzenheiser. Carried unanimously. (On file)

Commissioner Mulder moved the approval of #21-12-137 Resolution to Approve FY 2021-22 Budget Amendments.

WHEREAS, the Board previously adopted an agreement to allow the Youth Facility to continue to be operated under the direction of the Family Division of the Circuit Court; and
WHEREAS, such agreement expires December 31, 2021; and
WHEREAS, the Ways and Means Committee has reviewed the operation of the Youth Facility over the past year and feels it should remain under the operation of the Family Division of the Circuit Court.

NOW THEREFORE BE IT RESOLVED, that the Agreement be extended for another year to expire on December 31, 2022. Prior to such time, it will be reviewed again by the Ways and Means Committee.
Seconded by Commissioner Droscha. Carried unanimously.

Commissioner Mulder moved the approved the claims as audited by the Ways & Means Committee for $308,378.58 and to accept the report of previously authorized payments.
Seconded by Commissioner Rogers. Carried unanimously.

Commissioner Mulder moved the approval of #21-12-138 Resolution for a Partial Termination of a Farmland Development Rights Agreement-With Pre-Existing Structure.

WHEREAS, on December 6, 2021, Eaton County Clerk received a request from Nellie Eglon for approval to have a certain parcel released from Farmland Development Rights Agreement number 23-42581-123133 which was executed in accordance with the provisions of PA 116 of 1974, commonly known as the Farmland and Open Space Preservation Act ("The Act"); and
WHEREAS, Eaton County Board of Commissioners has reviewed this request and determined that at least one structure located on the parcel was present prior to the original execution of said agreement; and
WHEREAS, the parcel proposed for release from the agreement is two acres or less in size OR applicant provided documentation for larger than two-acre parcel; and
WHEREAS, Eaton County, as zoning authority for Brookfield Township, finds that the request for release of the particular parcel is acceptable;
NOW THEREFORE BE IT RESOLVED**,** by the Eaton County Board of Commissioners as follows:

(1) That the Eaton County Board of Commissioners hereby approves the request to release the following described piece of property from said Farmland Development Rights Agreement,

> A parcel of land in the Southeast 1/4 of Section 36, T1N, R4W, Brookfield Township, Eaton County, Michigan, described as: Beginning at the East 1/4 Corner of said Section 36; thence S00°05'05"E along the East Section line 167.00 feet; thence N89°49'06"W parallel with said East-West 1/4 line 348.00 feet; thence N00°05'05"W parallel with said East line 167.00 feet to said East-West 1/4 line; thence S89°49'06"E along said 1/4 line 348.00 feet to the point of beginning; said parcel containing 1.33 acres more or less; said parcel subject to a right of way for road purposes along Segar Road and Royston Road; said parcel subject to all easements and restrictions if any.

and

(2) That the Eaton County Board of Commissioners hereby certifies that at least one structure located on the certain piece of property was present prior to the original execution of said Farmland Development Rights Agreement.

(3) That the Eaton County Clerk is hereby directed to transmit certified and sealed copies of this resolution to the person making the request and to the Farmland Unit of the MI Dept. of Agriculture.

Seconded by Commissioner Mott. Carried unanimously.

Public Comment: Katherine Schmidt, Potterville resident, and Bruce Barlond, Windsor Township resident, thanked the Board for the passing of the vaccine mandate resolution.

Mike Brady, Kalamo Township resident, thanked the board for the passing of the DCA.

Commissioner Comment: Commissioner Droscha announced County retiree Karen Silcox passing. Commissioner Augustine tanked Prosecutor Lloyd for communications to school parents the seriousness of school threats. Commissioner Haskell congratulated parents on 40th anniversary. Commissioner Reynnet thanked public for vaccine mandate resolution. Commissioner Rogers announced a former resident of Eaton Rapids, Amy (McManus) Yoder giving the commencement address at Michigan State University this December.

There was no Unfinished Business, Old Business or New Business.

Chairman Whittum adjourned the meeting to Monday, January 3, 2022 at 7:00 p.m.

__________________________________ __________________________________

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

EATON COUNTY BOARD OF COMMISSIONERS

RESOLUTION OF APPRECIATION FOR
WILLIAM JENKINS
SHERIFF'S OFFICE

JANUARY 19, 2022

WHEREAS, William Jenkins retired from the Eaton County Sheriff's Office on December 29, 2021 after 14 years of service; and

WHEREAS, William worked as the Jail Medical Coordinator from January 7, 2008; until his retirement; and

WHEREAS, William 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 William's years of public service.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners does hereby thank William for years of exceptional service to 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 19th day of the month of January in the year 2022.

Jeremy Whittum	Diana Bosworth
Chairman of the Board of Commissioners	Clerk of the Board of Commissioners

EATON COUNTY BOARD OF COMMISSIONERS

RESOLUTION OF APPRECIATION FOR
JOHNNY LOPEZ
SHERIFF'S OFFICE

JANUARY 19, 2022

WHEREAS, Johnny Lopez retired from the Eaton County Sheriff's Office on January 13, 2022 after 19 years of service; and

WHEREAS, Johnny worked in the Sheriff's Department from August 12, 2002; until his retirement; and

WHEREAS, Johnny 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 Johnny's years of public service.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners does hereby thank Johnny for years of exceptional service to 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 19th day of the month of January in the year 2022.

______________________________	______________________________
Jeremy Whittum	Diana Bosworth
Chairman of the Board of Commissioners	Clerk of the Board of Commissioners

Eaton County
Community Development Block Grant (CDBG) CARES ACT
MSC 220022-CV1

Expense Type	2019/20	2020/21	Total
a.) Health Care Equipment	**8,645.24**	**17,487.78**	**26,133.02**
i. Purchase & Distribution of PPE	2,089.49	280.00	2,369.49
ii. Sanitation Equipment	6,555.75	17,207.78	23,763.53
iii. Telehealth Equipment	-	-	-
b.) Public Services	**22,470.00**	**89,730.39**	**112,200.39**
i. COVID-19 Testing Costs	2,470.00	35,277.05	37,747.05
ii. Quarantine Site Setup	-	-	-
iii. Assisting Vulnerable Populations - Food & Medical	20,000.00	54,453.34	74,453.34
iv. Temporary Housing for Quarantine	-	-	-
v. Emergency Housing for Health Care Workers	-	-	-
c.) Salary Reimbursement	**134,301.54**	**70,878.16**	**205,179.70**
i. Reimbursement for OT	134,301.54	70,878.16	205,179.70
ii. Reimbursement for Hazard Pay	-	-	-
d.) Other Related Activities	**-**	**-**	**-**
i. Other COVID related Activities	-	-	-
Total	**165,416.78**	**178,096.33**	**343,513.11**
		Grant Award	**355,322.00**
		Difference	**11,808.89**

EATON COUNTY BOARD OF COMMISSIONERS

January 19, 2022

RESOLUTION TO APPROVE GREATER LANSING REGIONAL COMMITTEE STORMWATER PROGRAM MEMORANDUM OF AGREEMENT RENEWAL

Introduced by the Public Works & Planning Committee

WHEREAS, the United States Environmental Protection Agency (USEPA) and the Michigan Department of Environment, Great Lakes, and Energy (EGLE) have required communities in the Greater Lansing tri-county region to apply for and maintain compliance with a National Pollutant Discharge Elimination System Phase II (NPDES II) permit; and

WHEREAS, the communities prepared, reviewed, and proposed a Memorandum of Agreement for adoption by all the communities and agencies to formalize and establish the Greater Lansing Regional Committee for Stormwater Management (GLRC); and

WHEREAS, participation in the GLRC advances local efforts for responsible stewardship of our natural resources, allows for the cooperative management of the watersheds in our community and this region, and assists the participating municipalities and their departments in complying with the regulatory requirements promulgated by the EGLE and the USEPA Municipal Separate Storm Sewer System(MS4) stormwater discharge permits; and

WHEREAS, the Memorandum of Agreement which was adopted by these municipalities and agencies originally in 2008, was revised and updated and re-adopted in 2012 and 2017, and has now been prepared reflecting changes in the participating communities and activities to meet permit requirements and extending the period of the agreement to April 30, 2027.

NOW THEREFORE BE IT RESOLVED, that the County of Eaton approves the Greater Lansing Regional Committee for Stormwater Management Memorandum of Agreement revised by the GLRC on December 2, 2021 and authorizes payment of the appropriate annual assessment for support of the Greater Lansing Regional Committee, and

BE IT FURTHER RESOLVED, that the community's representative to the Greater Lansing Regional Committee is Eric Deibel, Eaton County Drain Maintenance Supervisor or Ruthann Clarke Eaton County Deputy Drain Commissioner as the alternate representative.

GREATER LANSING REGIONAL COMMITTEE
for Stormwater Management

MEMORANDUM OF AGREEMENT – DECEMBER 2, 2021

Original Agreement – MAY 21, 2004
Revised and Adopted – DECEMBER 2, 2021

I. PURPOSE

It is the purpose of this Memorandum of Agreement (hereinafter the Agreement) to set forth the composition, duties, and responsibilities of the Greater Lansing Regional Committee for Stormwater Management (hereinafter the "GLRC") to be formed as more particularly described below. Local public agencies, institutions, and communities believe there are substantial benefits that can be derived under this Agreement through cooperative management of the Grand River, Red Cedar River and Looking Glass River watersheds to protect the Waters of the State; to meet local initiatives for protecting the environment; and in providing mutual assistance in meeting the requirements under the Michigan Department of Environment, Great Lakes, and Energy (EGLE) National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer Systems, (hereinafter the "MS4 Permit") or similar stormwater discharge permits issued to public entities within the Grand River, Red Cedar River, and Looking Glass River watersheds.

The Agreement will also provide a framework for consideration of new, permanent watershed organizations with potentially broader responsibilities that could provide a more cost effective and efficient means to meet state and federal requirements, and public expectations for restoration and maintenance of the beneficial uses of the watersheds.

II. HISTORY OF GLRC

On November 15, 1999, Delta Township and the City of Lansing hosted a meeting for several local communities. The meeting notice stated that this was to be "an informal meeting to discuss the Stormwater Phase II program (now referred to as the MS4 program) and how, or if, there may be a way to pool resources on a regional basis".

Representatives from various communities, counties and EGLE discussed the Federal Regulations for Stormwater Phase II and the EGLE's program allowing a "Voluntary Permit Program." Originally nine communities and three counties were listed as designated communities by EGLE.

Subsequent meetings were held to continue exploring the feasibility and cost of a cooperative effort. On June 8, 2000, a draft Resolution was prepared for the establishment of the "Greater Lansing Area Regional NPDES Phase II Stormwater Regulations Committee" and for each community to name a representative to serve on the committee.

Throughout the remainder of 2000, the committee obtained Resolutions from each community; elected officers; received proposals and interviewed four consulting firms. Tetra Tech MPS was selected to assist the Committee in determining how to best comply with the Phase II Stormwater Rules. Tri-County Regional Planning Commission (TCRPC) also assisted the Committee in providing contractual, fiduciary, and administrative support.

In May 2001, Tetra Tech MPS completed the "Step 1 – Permit Strategy Development" study which incorporated the Committee's decision (April 20, 2001) to proceed as a group using the State's Voluntary General Permit approach. The Committee then agreed to retain Tetra Tech MPS to prepare the Voluntary General Permit Application for each of the nine communities. The cost for each community was based on a formula that included weighted factors for population and land area. Eight of the nine communities then passed a second resolution agreeing to continue as a group with voluntary general permits using the distribution of costs as presented. Williamstown Township elected to proceed with a jurisdictionally based permit.

The eight communities proceeding under the voluntary general permit, also formally agreed to have the watershed management plans developed under the individual drain commissioners.

On January 25, 2002, the Committee agreed to retain Tetra Tech MPS to prepare a watershed management plan for the Grand River, Looking Glass River, and the Red Cedar River. Again, the allocation of cost agreed to by everyone was based on weighted factors involving the percent of population and land in each watershed. Each community adopted a third resolution committing their appropriate funds for the watershed management plans.

A Public Education Advisory Committee was organized to assist in the educational portion of Voluntary General Permit Applications.

Throughout 2002 and 2003 fourteen additional communities within the three watersheds were invited to join the committee. Ten communities were required to meet the MS4 Permit requirements based on the 2000 census.

Eight communities ultimately joined and participated in the regional approach and completed the Voluntary General Permit Application utilizing Tetra Tech MPS.

In March 2003, all sixteen communities and the three counties submitted their Voluntary General Permit Applications to EGLE. In November 2003, certificates of coverage were issued to each of the sixteen communities and to each of the three counties.

In 2006 Lansing Public Schools and DeWitt Public Schools joined the GLRC.

In 2007, a lawsuit filed by a Township in Kalamazoo County, established that some townships no longer required an MS4 Permit from EGLE. As this case relates to the GLRC, EGLE determined that Alaiedon, Bath, Oneida, Watertown, and Windsor Townships would no longer need an MS4 Permit.

At the December 14, 2007, GLRC meeting, the GLRC membership took formal action to establish an Associate Membership category to encourage any public agency, institution, or community who did not have an MS4 Permit to join the GLRC.

In 2012, the City of DeWitt entered into an agreement nesting DeWitt Public Schools.

In 2012, the EGLE changed the process for permit renewal, instead of issuing a general watershed-based permit; individual MS4 permits will be issued. The application process will detail all activities of the GLRC and members through two separate applications. Then, the EGLE will review and negotiate, with the end result being EGLE issuing a permit specific for each member.

In 2016, Waverly Community Schools joined the GLRC.

In 2017, members reapplied for permit coverage.

In 2019/2020, members were issued MS4 permits expiring in October 2024.

In 2021, members submitted MS4 Progress Reports to EGLE.

III. GREATER LANSING REGIONAL COMMITTEE (GLRC)

A. Term

While the ultimate organization of the GLRC and its responsibilities has evolved over time and after thoughtful review of alternatives, the signatories to this Agreement want to continue to work together under the following terms to assure the continuation of responsibility for essential services. These stormwater management services provide for the legal and financial responsibility to meet state and federal stormwater discharge permit requirements as well as local initiatives to protect the Waters of the State.

The current GLRC agreement expires on April 30, 2022. This agreement replaces the current GLRC agreement in its entirety for the period expiring **April 30, 2027.** As confirmed by EGLE, expiration of the current permit is October 30, 2024; an application will be due to EGLE by **April 4, 2024.** The members may mutually agree to renew and/or extend the term of the GLRC under the provisions contained in this Agreement.

Any member community may withdraw from this Agreement and the GLRC by delivering to the Executive Committee a resolution of withdrawal adopted by its governing body. Any such withdrawal adopted shall be effective 30 days following delivery of withdrawal, provided however, that any withdrawing community shall remain liable for payment of its annual assessment through the end of the current fiscal year.

B. Composition

Membership in the GLRC shall consist of “full members”, “associate members”, and “ex-officio members”.

The full members of the GLRC shall consist of a representative, or designated alternate, appointed by the appropriate governing body in each township, city, village, school district, institution, and county that has an EGLE NPDES MS4 Permit and that are signatory to this Agreement.

The associate members of the GLRC shall consist of a representative, or designated alternate, appointed by the governing body in each township, city, village, school district, institution, and county that does not have an EGLE NPDES MS4 permit and that are signatory to this Agreement. However, once an associate member obtains an EGLE NPDES MS4 Permit, they must become a full member of the GLRC.

Members, and designated alternates, shall serve until replaced in writing by the appointing authority.

The GLRC may also include ex-officio representatives from such agencies as Tri-County Regional Planning Commission (TCRPC), EGLE and others as determined by the GLRC.

C. Public Participation

All meetings of the Full Committee of the GLRC shall be noticed and conducted in accordance with the Michigan Open Meetings Act, MCL 15.261, et seq. The Full GLRC:

- Determine the rules for public participation
- Schedule meetings at facilities that are fully accessible to the interested public, and
- Routinely provide notice of meeting times and places at publicly accessible locations

D. Voting

The GLRC shall take all formal actions by a simple majority vote of a quorum. A quorum shall consist of one more than fifty (50%) of the GLRC members, or their designated alternates, eligible to vote. Members eligible to vote are those full members and associate members authorized in writing by an appropriate governing authority that has adopted this Agreement and that has paid its assessment. Ex-officio members shall be non-voting members of the GLRC.

E. Election of Officers and Appointment of Executive Committee

The GLRC shall annually elect, from among its members, a Chair, a Vice-Chair, a Secretary and a Treasurer. The Chair and the Vice-Chair shall be elected or appointed officials, or employees of a voting full member of the GLRC. The Secretary and Treasurer may be representatives of any full, associate, or ex-officio member of the GLRC. There are no limits on the consecutive terms elected officers may serve. The Vice Chair, or the Treasurer in the event the Vice-Chair is unavailable, may assume the duties of the Chair if the Chair is unavailable.

The Executive Committee shall have a maximum of eight voting members consisting of:

- (2) the Chair and Vice Chair of the GLRC
- (3) one representative or alternate from each member county
- (3) the Chairs of the Illicit Discharge Elimination Plan (IDEP)/Post-Construction, Public Education Plan (PEP), and Total Maximum Daily Load (TMDL) Committees

The Chair of the GLRC shall chair the Executive Committee, with the responsibility succeeding to the Vice Chair, then the Chair of the PEP Committee if the Chair of the GLRC is absent. If neither the Vice Chair of the GLRC nor the Chair of the PEP Committee is present at an Executive Committee meeting, the Chair of the IDEP Committee shall serve as Chair for the meeting. The Board Officers shall not have an alternate serve on their behalf on the Executive Committee.

The Executive Committee will seek consensus on all issues brought before it. In the absence of consensus, the Executive Committee will adopt motions only when a majority of its members vote in favor of a motion. Each full and associate member will have one vote. A County or Committee may designate an alternate to serve and vote on behalf of their appointed representative to the Executive Committee. If notice is provided to the GLRC Coordinator or Chair, an agent, such as a consultant, may represent a member community in place of the appointed municipal representative.

F. Meetings

The GLRC shall meet at least twice each year at a designated time and location established by the Executive Committee. Agendas for GLRC meetings will be distributed and circulated to all members at least 7 days in advance of all meetings. The Executive Committee will meet at least five times each year at the call of the Chair. All meetings of the GLRC, Executive Committee, standing committees or special committees established under the GLRC shall operate under the Robert's Rules of Order unless modified by a majority vote of the GLRC members. The meetings of the GLRC may be rotated to locations throughout the three watersheds allowing any member or community agency to host a meeting.

a. *Electronic Meetings*

The Full Board of the GLRC shall meet at a physical location for all meetings. An emergency exception to in-person meeting and voting requirements may be applied by decision of the GLRC Chair *if* the area where the meeting was scheduled to occur, or if the jurisdiction of members, is located in an area where a federal, state, or local authority has declared a state of emergency or major disaster.

The GLRC Executive Committee, IDEP/Post-Construction, PEP, and TMDL Committees, and any additional or ad-hoc committee, may transact business at electronic meetings. Electronic meetings must feature combination of internet/telephone, that integrate audio (and optionally video), and text. Virtual voting is permitted at GLRC's Committees, and virtual attendance satisfies quorum requirements. Login information must be shared with members and provided to the public at least 7 days in advance of the scheduled meeting. The public will be invited to attend and a comment period will be provided.

G. GLRC Duties

The GLRC shall have the following duties:

1. Budget and Assessments

The fiscal year for the GLRC shall coincide with the calendar year.

Upon execution of this Agreement, review and approve the annual budget for the GLRC and establish the allocation of annual assessments for each member category. The GLRC shall adopt a budget before each December 31 for the calendar year that follows.

2. **Standing Committees**
Establish and outline a charge for up to three standing committees. The IDEP/Post-Construction, PEP, and TMDL Committees will continue to function. Any member or designated alternate may serve on any standing committee. See Appendix A for a chart of the GLRC structure.

3. **Watershed Management**
The GLRC is committed to working with watershed partners in the region. This includes but is not limited to: Middle Grand River Watershed Planning Project (319), Red Cedar River Watershed Planning Project (319), Friends of the Looking Glass River Watershed, Middle Grand River Organization of Watersheds (MGROW), Mid-Michigan Environmental Action Council (Mid-MEAC), student groups, etc. The GLRC values the watershed efforts being conducted and will work with these groups to improve water resources in the Tri-County region.

4. **Other Duties**
   - Maintain official written record of meetings that includes attendance, issues discussed and votes taken.
   - Recommend to member communities, institutions, school districts, and counties any subsequent changes needed to this Agreement.
   - Take other actions required, including delegation of responsibilities to the Chair or Executive Committee to carry out the purposes and conduct the business of the GLRC including, but not limited to, directing the activities of any committees established under this Agreement or subsequently authorized by the GLRC.
   - Encourage and promote public input into decisions and recommendations of the GLRC, and of all committees established by the GLRC.

H. **Executive Committee Duties**
The Executive Committee shall have the following duties:

1. **Budget**
With the advice of the standing committees, supervise the expenditure of GLRC monies consistent with the approved annual budget.

2. **Supervise Staff and Arrange Support Services**
Arrange for the services of staff responsible for facilitating meetings, preparing agendas, and negotiating and advocating on behalf of the GLRC. Supervise and provide direction to staff of the GLRC, make provisions for necessary management support services for operation of the GLRC.

All staff or employees employed by the GLRC shall be and remain at all times solely the agents, servants, or employees of the GLRC and shall not be construed for any purposes to be an agent, servant, or employee of any constituent member of the GLRC.

3. **Provide Forum for Discussion**
   Provide a forum for discussion, and, if appropriate, resolution of issues related to the implementation of this Agreement brought to its attention by any member of the GLRC.

4. **Other Duties**
   - Assist the standing committees and special committees of the GLRC in meeting their respective responsibilities.
   - Maintain a brief written record of each Executive Committee meeting including, at a minimum, attendance, list of issues, and a record of decisions.
   - Take other actions that are consistent with the provisions of this Agreement and direction provided by the GLRC.

IV. RESOLUTION

The communities, institutions, school districts, and counties entering into this Agreement shall do so by the passage of a formal resolution, or exercising authority that includes the ability to commit to the payment of their appropriate assessments based on their membership category for support of the GLRC. In subsequent years, communities, institutions, school districts, and counties shall indicate their acceptance to continue this Agreement, should it remain unchanged, through the payment of their appropriate annual assessment in support of annual budgets approved by the GLRC.

Modifications to this Agreement as may be recommended by formal action of the GLRC shall be subject to acceptance of the appropriate authority of each community, institution, school district, or county.

Services provided through the GLRC and grant funds if obtained for stormwater management shall be, to the extent practical, limited to members that have signed and met their respective financial obligations under this Agreement.

V. FIDUCIARY SERVICES

The TCRPC has agreed to provide fiduciary services for the collection and expenditure of assessments paid under the terms of this Agreement. It is understood that the assessments paid under the terms of this Agreement will be used only for the services identified in the GLRC Annual Budget as adopted by the GLRC members. It is further understood that the assessments paid may be used to provide the required local match for federal grant dollars used to support the annual GLRC budget.

TCRPC has agreed to provide the Executive Committee full and complete access to records concerning the use of the funds collected from the members so that all expenditures of monies collected through assessments to members can be audited through a process determined to be appropriate by the Executive Committee. TCPRC has further agreed to provide a financial accounting of all funds collected and expended to the GLRC within 45 days following the end of each calendar year. Copies of the annual accounting and audit reports shall be made available to all GLRC member communities upon request. TCRPC shall obtain Executive Committee consensus before expenditure of any of the assessments collected.

VI. INDEMNIFICATION, INSURANCE AND LEGAL FEES

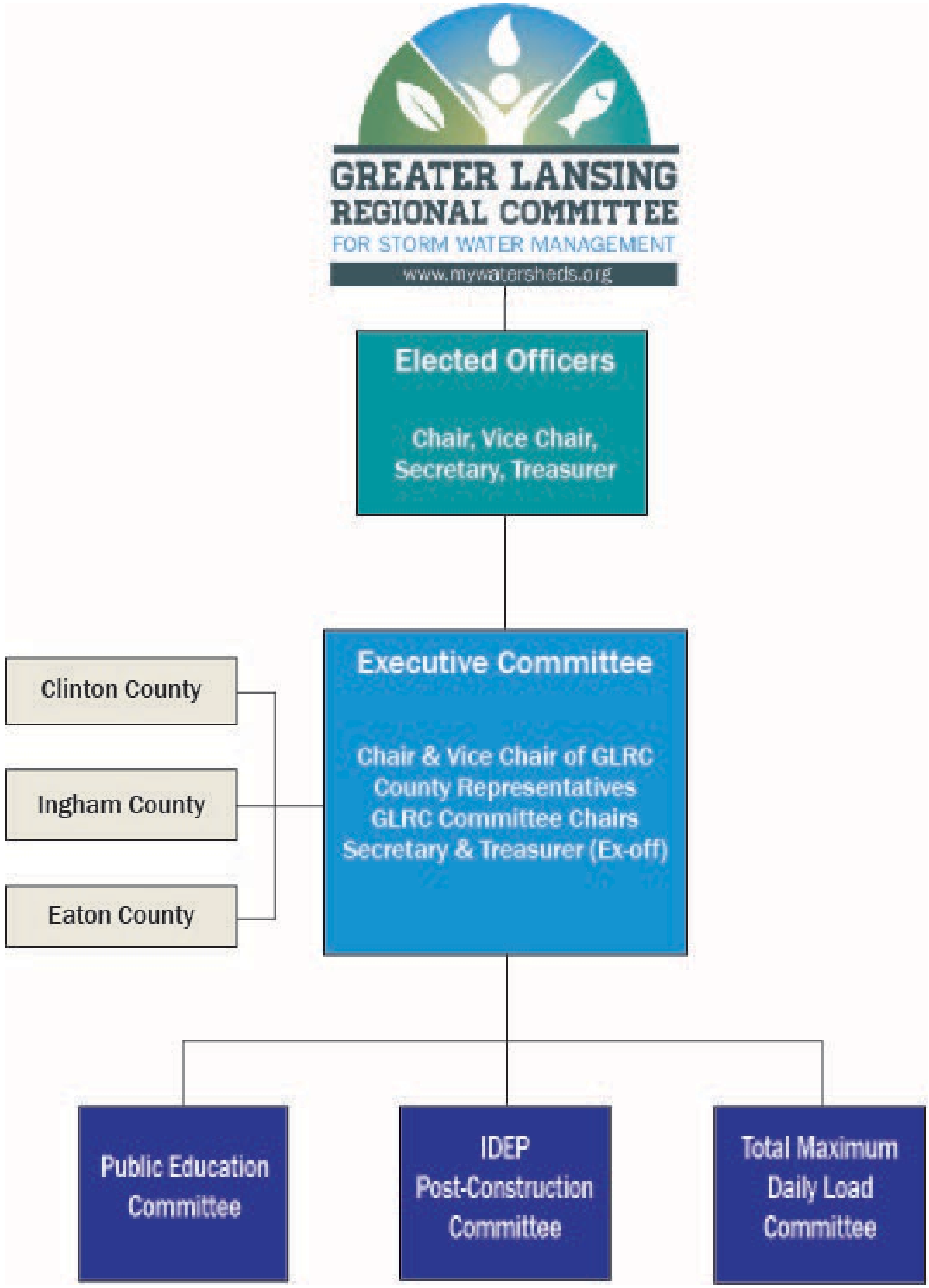
Each signatory to this agreement, as part of its general liability coverage, shall maintain coverage for any damages, claims, causes of action, or actions of any nature whatsoever arising from this agreement, and does hereby agree to indemnify and save and hold harmless each other signatory, respectively, its officers, employees, and agents from and against any and all such damages, claims, actions and causes of action, including legal fees, based on this agreement, as may arise form any action taken or permitted by each signatory, respectively.

This agreement is not intended to create a legal entity subject to suit. Nothing in this section shall be construed to give any third party any claim to which said third party would not otherwise be entitled, nor shall it abrogate or diminish the defense of governmental immunity, or any other defense, for any claim against any party.

APPENDIX A

STRUCTURE OF THE
GREATER LANSING REGIONAL COMMITTEE

FOR STORMWATER MANAGEMENT



EATON COUNTY BOARD OF COMMISSIONERS

JANUARY 19, 2022

RESOLUTION TO APPROVE OPTIMIST PARK LEASE AGREEMENT

Introduced by the Public Works and Planning Committee

WHEREAS, the County owns property known as the Optimist Park in Chester Township; and

WHEREAS, the County has previously maintained a lease with the Charlotte Optimist Club for the use and maintenance of the property; and

WHEREAS, the previous lease has expired and the parties wish to enter in to a new lease for a ten (10) year period; and

WHEREAS, the Public Works and Planning Committee has reviewed and is recommending the approval of the attached lease agreement between the County and the Charlotte Optimist Club; and

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners approves the lease agreement, as presented; and

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

OPTIMIST YOUTH PARK LEASE

THIS LEASE, Made this _______ day of _______________, 20_____, BETWEEN the County of Eaton, hereinafter called Lessor, acting by and through its Board of Commissioners, and the Charlotte Optimist Club, an unincorporated association, hereinafter called Lessee.

Lessor for and in consideration of the covenants and agreements hereinafter contained and made on the part of the Lessee, does hereby lease to Lessee, the premises know and described as follows, to-wit:

> The east one-half of the Southwest one-quarter of the Southeast one-quarter, Section 35, T3N, R5W, Chester Township, Eaton County, Michigan, containing 20 acres more or less.

The property is under general jurisdiction of the Eaton County Parks and Recreation Commission, through its Board of Commissioners, is to be used for recreational area for the general public and for no other purposes whatsoever in the County of Eaton, State of Michigan.

It is Agreed that:

1. The Lease is for a period of ten (10) years commencing on the _______ day of _______________, 20_____.

2. Lessee shall pay as rent for said premises the sum of ONE DOLLAR ($1.00) per year.

3. The Lessee agrees to promptly pay all rates and charges which may become payable for water, gas, electric currents, steam, telephone or other agencies used on the premises during the full term of this Lease.

4. The Lessee shall not make any alterations, additions or improvements to the premises without the written consent of the Lessor.

5. Any alterations, additions or improvements to the premises shall be made by the Lessee at his own expense.

6. Any alterations, additions or improvements to the premises shall remain on the premises at the expiration of the Lease and become the property of the Lessor unless otherwise agreed upon, in writing, by both parties.

7. All buildings, structures and other improvements upon the leased premises at the commencement of the term of this Lease, or at any time thereafter during said term, including all appurtenances thereto, whether now belonging to the Lessors, or hereafter built or placed upon the leased premises by the Lessee, shall immediately become and remain the property of the Lessor. The new buildings so to be erected shall be substantial, and shall in every respect comply with the laws, ordinances and regulations,

municipal or otherwise, that my govern the construction of the same, and Lessee shall save the Lessor harmless of and from any loss or damage by reason of the construction of said new building, and by reason of any Mechanic's liens or encumbrances of any kind or nature.

8. At all times during the term of this Lease, the Lessor shall have the right, by themselves, their agents or employees, to enter into and upon the leased premises, for the purpose of examining and inspecting same and determining whether the Lessee shall have complied with its obligations hereunder and in respect to the care and maintenance of the premises and the repair or rebuilding of the improvements thereon when necessary.

9. This Agreement is made upon the expressed condition that the Lessee shall save the Lessor free from all liabilities and claims for damages and/or suits for or by reason of any injury, or injuries, to any person, or persons, or property of any kind whatsoever, whether the person or property of Lessee, its agents or employees, or third persons, from any cause, or causes, whatsoever while in or upon said premises, or any part thereof during the term of this Agreement, or occasioned by any occupancy or use of said premises, or any activities carried on by Lessee in connection therewith, and Lessee hereby covenants and agree to indemnify and save harmless the Lessor from all liabilities, charges, expenses (including counsel fees) and costs on account of or by reason of any such injuries, liabilities, claims, suits or losses, however occurring or damages growing out of same. Additionally, Lessee agrees to annually provide Lessor with a current, paid-up, and valid certificate of liability insurance naming the Lessor as an additional insured to a limit of one-half a million dollars.

10. It is agreed that the Lessor is not a partner of the Lessee and that the parties are not engaged in a partnership or joint venture and the Lessor is hereby excluded from any liability for debts or liabilities of the Lessee.

11. The Lessee agrees not to sell, assign, mortgage, pledge, or in any manner transfer this Lease or any estate or interest thereunder and not to sub-let the lease to the premises, or any part, or parts thereof, and not to permit any licensee or concessionaire therein without the previous written consent of Lessor in each instance. Consent by Lessor to one assignment of this Lease or to one sub-letting of the leased premises shall not be a waiver of Lessor's right under this article as to any subsequent assignment or sub-letting. Lessor's rights to assign this Lease are and shall remain unqualified.

12. Lessor expressly reserves the right to enter and remove timber, minerals, oil and gas from said premises at any time whatsoever.

13. If the Lessee shall at any time be in default hereunder, and if the Lessor shall institute an action or summary proceeding against the Lessee, based upon such default, then the Lessee will reimburse the Lessor for the expense of attorney fees, costs and disbursements thereby incurred by the Lessor so far as the same are reasonable in amount; and the amount of such expenses, costs and disbursements shall, at the option of the Lessor, be deemed to be additional rent hereunder, and shall be due from the Lessee to the Lessor on the first day of the month following the incurring of such respective expenses.

14. In the event of a breach by the Lessee of any of the clauses, stipulations and covenants of this Lease and if such breach shall not be remedied within 30 days after written notice by the Lessor to the Lessee of the specific breach, the Lessor, at its option, may re-enter and take possession of said premises and if it so desires, annul this Lease.

15. This Lease may be terminated by mutual agreement of both parties upon thirty (30) days written notice.

16. This Lease may be terminated if Lessee ceases to actively use the premises for recreational purposes for six (6) months continuously, and upon written notice by Lessor.

Witness our hands and seals this _______ day of _______________. 20_____.

EATON COUNTY BOARD OF COMMISSIONERS, Lessor

____ By: ____
Witness: Jeremy Whittum, Chairperson

CHARLOTTE OPTIMIST CLUB, an Unincorporated Association, Lessee

____ By: ____
Witness:

EATON COUNTY BOARD OF COMMISSIONERS

JANUARY 19, 2022

RESOLUTION TO APPROVE UTILITY RIGHT OF WAY EASEMENT

Introduced by the Public Works and Planning Committee

WHEREAS, the County owns property known as the Crandell Park in Eaton Township; and

WHEREAS, Central Dispatch has been approved for a project to install an emergency alert siren on the County park property to improve the emergency alert capability within the park and within the vicinity of the park; and

WHEREAS, Homeworks Electric Cooperative will provide the electric utility necessary to operate the siren and related equipment; and

WHEREAS, in order to complete the electric utility service installation Homeworks requires a right-of-way easement for maintain access to their equipment to be installed on the property; and

WHEREAS, the Public Works and Planning Committee has reviewed and is recommending the approval of the attached right-of-way easement to provide and maintain electric service for the emergency alert siren to be installed at Crandell Park; and

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners approves the Right-of-Way Easement, as presented; and

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

Permanent Easement for Right of Way

This Permanent Easement of Right of Way ("Agreement") is made this 19th day of January, 2022 ("Effective Date"), by and between Eaton County ("Grantor") with an address of 1045 Independence Blvd Charlotte MI 48813 and Tri-County Electric Cooperative, d/b/a HomeWorks Tri-County Electric and HomeWorks Connect, a cooperative corporation ("Grantee", hereinafter called the "Cooperative") whose address is 7973 E. Grand River Ave., Portland, MI 48875, and its successors and assigns.

The Grantor is the owner of certain real property more particularly described in the attached **Exhibit "A"** as the "Property." Grantor desires to convey to Cooperative a perpetual easement upon, under, across, over and through the Property, upon the terms and conditions stated below. Grantor covenants and agrees that the Cooperative, its successors or assigns, has the right without payment of any compensation to the Grantor, and for a good and valuable consideration [electric, fiber, or other Cooperative service], the receipt whereof is hereby acknowledged, Grantor does hereby grant unto the Cooperative, and to its successors or assigns, the right to enter upon the lands of the undersigned, recorded **as set forth on EXHIBIT "A," attached and incorporated herewith.**

This easement is exempt from real estate transfer taxes pursuant to MCL 207.505 (a,f) and MCL 207.526 (a,f)

The undersigned covenant and agree that the Cooperative, its successors or assigns has the right, without payment of any compensation to the member, to construct, reconstruct, re-phase, repair, operate and maintain on or below the above-described lands and/or in, beneath or upon all streets, roads or highways abutting said lands, an electric transmission and/or distribution line or system, or telecommunications line or lines, and fiber or fiber optic lines and cables, including poles, towers, cross arms, insulators, wires, guy wires, anchors, connection boxes, cable storage devices, and all other necessary apparatus and systems; and to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as the Cooperative may from time to time deem advisable, including, by way of example and not by way of limitation, the right to increase or decrease the number of conduits, wires, cables, hand holes, manholes, connection boxes, transformers and transformer enclosures; to keep the easement clear of all buildings, structures or other obstructions; and also that this easement grants the placement of guy wires and anchors outside the right-of-way when necessary; to cut, trim, remove, destroy, control the growth, by chemical means, machinery or otherwise, of any trees, roots, brush or other vegetation which may, in the opinion of the Cooperative, interfere or threaten to interfere with or be hazardous to the construction, operation, or maintenance of its facilities [including all dead, weak or leaning trees not within the easement or in such close proximity to any of said facilities] within fifty (50) feet of the center line of said line or system, including any control of the growth of other vegetation in the right-of-way which may incidentally and necessarily result from the means of control employed; and to license, permit, or otherwise agree to the joint use of occupancy of the Easement Area by any other person, company or corporation designated by the Cooperative; and the provision of telecommunication lines, fiber and fiber optic system to members and non-member patrons of the Cooperative, and for whatever other purposes permitted under this Agreement;

Grantor also agrees that no vegetation will be planted within the easement which will at any time interfere with the construction, operation or maintenance of said facilities.

The undersigned covenant and agree that all poles, wires, fiber and other facilities, either above ground or underground, including any main service entrance equipment, installed on or beneath the above-described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned agree that the location of the easement shall be in the discretion of the Cooperative including accommodating the provision of Cooperative member service to adjacent property, and as otherwise provided by the Bylaws of the Cooperative.

The undersigned covenant that they are the owners of the above-described lands and the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons (attached as Exhibit B).

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 19th day of January, 2022. Signed, Sealed and Delivered in the presence of

Witnessed by		Grantor(s)	
Sign here	X	**Sign here**	X
Print or type	John F. Fuentes	Print or type	Jeremy Whittum
Sign here		**Sign here**	
Print or type		Print or type	

STATE OF MICHIGAN

County of Eaton SS

Acknowledged before me in Eaton County, State of Michigan, on this 19th day of January, 2022, by ______________________ (Grantors).

____
Notary Public

____
Print or Type Notary Name

Notary Public, State of Michigan, County of __________

My Commission expires: ______________

Corporations

STATE OF MICHIGAN

Corporations

County of ______________ SS

Acknowledged before me in ____________ County, State of Michigan, on this ______ day of ____________, 20_____, by ______________________, President of ______________________, a Michigan corporation, for the corporation (Grantors).

____
Notary Public

(Corporate seal)

____
Print or Type Notary Name

Notary Public, State of Michigan, County of __________

My Commission expires: ______________

Drafted by and when recorded return to:
Missy Robson
HomeWorks Tri-County Electric
7973 E. Grand River Ave.
Portland MI 48875
Phone: 1-800-848-9333. Fax to: 517-647-4856 or e-mail: tricoenergy@homeworks.org

EXHIBIT "A"
PROPERTY AND EASEMENT AREA

Parcel # _______ - _______ - _______ - _________ - _________ - _________
Situated in the Township of _____________, County of_________________, State of Michigan, recorded in Liber __________ and Page____________, and more particularly described as follows:

See attached

HomeWorks Office Use:

Service Loc #: 199253

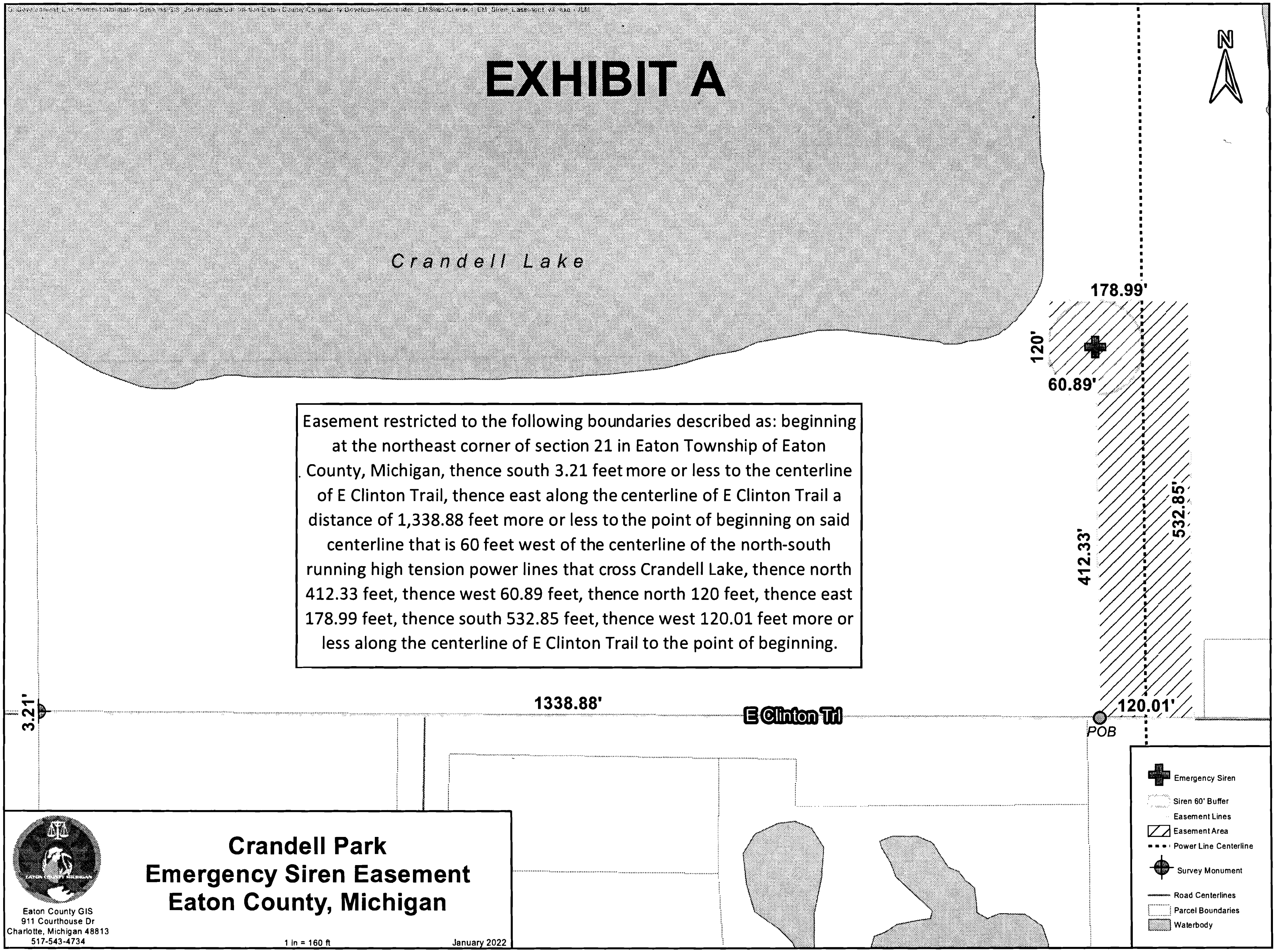
Account: 19925300

County: Eaton Quad: _________

Twp/Sec: ___________________/ _________

Pole #: ________________________________

EXHIBIT A



Easement restricted to the following boundaries described as: beginning at the northeast corner of section 21 in Eaton Township of Eaton County, Michigan, thence south 3.21 feet more or less to the centerline of E Clinton Trail, thence east along the centerline of E Clinton Trail a distance of 1,338.88 feet more or less to the point of beginning on said centerline that is 60 feet west of the centerline of the north-south running high tension power lines that cross Crandell Lake, thence north 412.33 feet, thence west 60.89 feet, thence north 120 feet, thence east 178.99 feet, thence south 532.85 feet, thence west 120.01 feet more or less along the centerline of E Clinton Trail to the point of beginning.

Crandell Park
Emergency Siren Easement
Eaton County, Michigan

Eaton County GIS
911 Courthouse Dr
Charlotte, Michigan 48813
517-543-4734

1 in = 160 ft

January 2022

EATON COUNTY BOARD OF COMMISSIONERS

JANUARY 19, 2022

RESOLUTION TO AMEND AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE DISPOSAL CONTRACTOR

Introduced by the Public Works and Planning Committee

WHEREAS, the County is charged by the Public Act 451, Part 115, as amended, Eaton County Solid Waste Management Plan Update of February 1999 to enhance the separation, collection, and utilization of materials to increase the percentage of the solid waste stream diverted; and,

WHEREAS, the County Department of Resource Recovery manages a household hazardous waste collection which diverts potentially hazardous materials from improper disposal; and,

WHEREAS, the County Department of Resource Recovery has contracted ERG Environmental Services for the collection and disposal of household hazardous waste at 2021 and 2022 Eaton County collection events per Federal and State guidelines and in accordance with the proposal submitted to the Department of Resource Recovery; and

WHEREAS, the service contractor ERG Environmental Services, citing pandemic-related cost increases, requested an amendment to the contractor agreements price sheet through the remainder of the agreement duration; and

WHEREAS, the County Department of Resource Recovery recommends modifying previously agreed to price sheet to ensure that the County's current household hazardous waste collection program can continue in 2022; and

WHEREAS, the Public Works and Planning Committee recommends the amendment of the agreement between the County and ERG Environmental Services for the remainder of the agreement duration; and

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners hereby approves the recommended amendment to the household hazardous waste disposal vendor contract; and

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

AMENDMENT TO THE HOUSEHOLD HAZARDOUS WASTE DISPOSAL CONTRACTOR AGREEMENT
BETWEEN
COUNTY OF EATON, on behalf of the EATON COUNTY DEPARTMENT OF RESOURCE RECOVERY
AND
ERG ENVIRONMENTAL SERVICES

This Amendment modifies the Agreement between the COUNTY OF EATON (hereafter referred to as the COUNTY), acting for and on behalf of the Eaton County Department of Resource Recovery (hereafter referred to as the DEPARTMENT), and ERG ENVIRONMENTAL SERVICES (hereafter referred to as the CONTRACTOR). This Amendment does not take effect until signed by both parties.

The revisions to the Agreement are limited to those specified below. All other provisions of the Agreement remain in effect.

AGREEMENT DURATION

The COUNTY and the CONTRACTOR confirm the end date of this Agreement shall be December 31, 2022. The DEPARTMENT and the CONTRACTOR will complete all obligations under this Agreement no later than the End Date, as amended.

EXHIBIT B: PRICE SHEET

The COUNTY and the CONTRACTOR agree with the replacement of the agreement's original Exhibit B, Price Sheet with the attached Exhibit B2, Price Sheet. Applying to all services performed under this agreement by the CONTRACTOR after signature by both parties, the attached Exhibit B2, Price Sheet, shall be incorporated into the agreement until the End Date, as amended. Upon signatures by both parties, all references to "Exhibit B Price Sheet" within the agreement shall refer to "Exhibit B2, Price Sheet."

CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

[Signature Page follows]

COUNTY OF EATON **WITNESSED BY:**

___________________________________ ______________ ___________________________________

Jeremy Whittum, Chairman
Board of Commissioners

Date

ERG ENVIRONMENTAL SERVICES (CONTRACTOR) **WITNESSED BY:**

___________________________________ ______________ ___________________________________

Authorized Signature

Date

___________________________________ ___________________________________

Name (Printed)

Title (Printed)

Amendment Request No. 1

Exhibit B2
PRICE SHEET

TITLE: HOUSEHOLD HAZARDOUS WASTE DISPOSAL CONTRACT

Having carefully examined the requirements of the Request for Proposal and being fully informed of the specifications, terms and conditions of the Request for Proposal, the undersigned proposes to furnish disposal of household hazardous waste as follows:

COST PER POUND: For all categories listed below, including both liquid and solid materials, the agreed upon NET PER POUND PRICE is listed. All materials are to be weighed at the collection site as they are loaded into the CONTRACTOR'S vehicle.

Prices include ALL processing, treatment, and disposal costs for the material collected at the site, even if materials must be re-packed later for transportation and/or proper disposal.

HOUSEHOLD HAZARDOUS WASTE TYPES INCLUDING BUT ARE NOT LIMITED TO:

Item	**Price**
Aerosol Cans	0.91
Asbestos	0.91
Characteristic of Unknowns	0.00
Corrosive Liquids and Solids	0.91
Drycell Batteries	0.91
Fire Extinguishers/Propane	0.91
Flammable Liquids (bulked and non-bulked)	0.91
Latex Paint	0.50
Medical Waste/Sharps	0.91
Mercury	0.91
Oil-based Paint	0.91
Automotive Liquids and Filters	0.91
Pesticide Liquids and Solids	0.91
Pharmaceuticals	0.91
Smoke Detectors	0.91
Toxics and Cleaners	0.91

The CONTRACTOR is encouraged not to lab pack materials if a recycling or treatment option alternative is feasible. The CONTRACTOR is encouraged not to pack materials that can be managed as a household non-hazardous waste. The following unit cost quotes are for all materials that are proposed for recycling or treatment that do not require lab packing or for disposal as household non-hazardous waste.

Other Applicable Costs: $0.00 No other fees per item or per pound

All charges above are PER POUND. A 10,000 pound minimum will apply to each collection (recovery) event.

January 14, 2022

PUBLIC WORKS AND PLANNING COMMITTEE

Construction Code Board of Appeals - 3 year term

Denise Tanner	12/31/24

COUNTY OF EATON

A ___________ meeting of the Board of Commissioners of the County of Eaton, Michigan (the "County"), was held in Charlotte, Michigan, on __________, 2022. The following Commissioners were

PRESENT: ____

____

____

ABSENT: ____

____

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

2022 BORROWING RESOLUTION
(2021 DELINQUENT TAXES)

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

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

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

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

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

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

WHEREAS, the Treasurer is authorized under Act 206, and has been directed by the Board, to make such payments with respect to delinquent ad valorem real property taxes (including the property tax administration fees assessed under subsection (6) of Section 44 of Act 206) owed in 2021 to the County and the local units (collectively, the "taxing units") which will have remained unpaid on March 1, 2022 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 2022 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 2022 Revolving Fund. In order to implement the continuation of the Revolving Fund Program and in accordance with Act 206, the County hereby establishes a 2022 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 2022 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 2022 Delinquent Tax Project Account and thereafter used to fund the whole or a part of the County's 2022 Tax Payment Account, 2022 Notes Reserve Account and/or 2022 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 2022 Tax Payment Account, 2022 Notes Reserve Account and/or 2022 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, 2021, 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 provisions 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. <u>Discount</u>. At the option of the Treasurer, the Notes may be offered for sale at a discount not to exceed 2%.

211. <u>Public or Private Sale</u>. 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. <u>Execution and Delivery</u>. 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. <u>Renewal, Refunding or Advance Refunding Notes</u>. 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 2022 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 2022 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 2022 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 2022 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 2022 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 2022 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 2022 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 2022 Note Reserve Account created under Section 703 or the 2022 Note Payment Account created under Section 704. Monies in the Project Account may be disbursed by the escrow agent to the County's 2022 Tax Payment Account at any time and from time to time, upon receipt of a written requisition signed by the Treasurer.

702. 2022 Tax Payment Account. The County's 2022 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. 2022 Note Reserve Account. In the event funding is provided as described in this Section 703, the Treasurer shall establish a 2022 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 2022 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. 2022 Note Payment Account.

(a) The County's 2022 Note Payment Account is hereby established as a distinct account within the Revolving Fund. (The County's 2022 Note Payment Account, as supplemented by monies held in any interim account that are designated for transfer to the 2022 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, 2022, 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 2022 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.

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

RESOLUTION AUTHORIZING 2022 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.

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

AYES: ____

____

____

NAYS: ____

ABSTAIN: ____

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

STATE OF MICHIGAN

COUNTY OF EATON

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

____
____________, Clerk of the EATON
County Board of Commissioners

[SEAL]

EATON COUNTY BOARD OF COMMISSIONERS

January 19, 2022

RESOLUTION TO APPOINT COUNTY REMONUMENTATION REPRESENTATIVE AND RELATED CONTRACT

Introduced by the Ways and Means Committee

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

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

WHEREAS, the proposed contractual fee for services as County Representative for 2022 is $16,350.00; and

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

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

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

EATON COUNTY BOARD OF COMMISSIONERS

January 19, 2022

RESOLUTION AUTHORIZING AGREEMENTS WITH REMONUMENTATION SURVEYORS FOR RESEARCH AND SURVEYING REQUIRED UNDER THE EATON COUNTY MONUMENTATION AND REMONUMENTATION PLAN FOR THE 2022 GRANT YEAR

Introduced by the Ways and Means Committee

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the Eaton County Board of Commissioners does hereby appoint the following individuals to the peer review group for the 2022 grant year:

Jeffery Autenrieth, PS
Autenrieth Surveying, LLC

Anthony Bumstead, PS
Bumstead Land Surveying, LLC

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

Justin Carroll, PS
Geodetic Design, Inc.

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

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

Ryan Miller, PS
RD Miller Land Surveying, LLC

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

____
Diana Bosworth,

Addendum A

EATON COUNTY REMONUMENTATION SURVEYORS FOR THE 2022 GRANT YEAR

Bumstead Land Surveys Anthony Bumstead, P.S, Sole Proprietor 318 West Lovett #3 Charlotte, MI 48813	$12,475.40
RD Miller Land Surveying, LLC Ryan Miller, P.S. P.O. Box 309 Olivet, MI 49076	$12,475.40
Enger Surveying and Engineering Ronald L. Enger, P.S., Sole Proprietor P.O. Box 87 Mason, MI 48854	$12,475.40
Geodetic Design, Inc. Gilbert Barish, P.S., President 2300 N. Grand River Ave. Lansing, MI 48906	$12,475.40
Autenrieth Land Surveys, LLC Jeffrey K Autenrieth, P.S. Manage P.O. Box 80678 Lansing, MI. 48917	$12,475.40

EATON COUNTY BOARD OF COMMISSIONERS

JANUARY 14, 2022

RESOLUTION TO APPROVE 2021/2022 BUDGET AMENDMENTS

Introduced by the Ways and Means Committee

WHEREAS, the Eaton County 2021/2022 Appropriations Act of September 15, 2021 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 2021/2022 Eaton County Budget:

GENERAL FUND

TRIAL COURT 101.130

Increase	Contractual Services – Circuit	$ 73,000
Increase	Fund Balance Carryover	$ 73,000

To update the 2021/2022 positon allocation list to remove the position of Collections Specialist from the Circuit Court, and add a Court Financial Assistant to the Juvenile Court position list to properly reflect assigned duties and classifications and transfer the appropriated funds for the position to the Juvenile Division.

TECHNOLOGY SERVICES 101.228

Decrease	Salaries-Regular	$ 3,000
Decrease	Health Insurance	$ 3,000
Increase	Office Equipment	$ 6,000

To transfer funds within department budget to purchase workstations for two positions authorized in the 2021/2022 budget.

TRANSFERS-OUT – 101.999

Increase	Transfers-Out	$ 775,000
Increase	Fund Balance Carryover	$ 775,000

Increase transfer-out to Public Improvement to establish budget for Jail Security System Project.

SPECIAL REVENUE FUNDS

PUBLIC IMPROVEMENT 245.901

Increase	Capital Outlay	$2,000,000
Increase	Transfers-In General Fund	$ 600,000
Increase	Transfers-In Child Care Fund	$ 775,000
Increase	Transfers-In ARPA Fund	$ 625,000

To establish budget for Jail and Youth Facility Security System project.

AMERICAN RESCUE AND RECOVERY PLAN 282.999

Increase	Transfers-Out	$ 625,000
Increase	Fund Balance Carryover	$ 625,000

To increase transfers-out to Public Improvement to establish budget for Jail and Youth Facility Security System project.

CHILD CARE FUND 292.999

Increase	Transfers-Out	$ 600,000
Increase	Fund Balance Carryover	$ 600,000

To increase transfer-out to Public Improvement to establish budget for Youth Facility Security System project.

EATON COUNTY BOARD OF COMMISSIONERS

January 19, 2022

RESOLUTION TO APPROVE JAIL AND YOUTH FACILITY SECURITY SYSTEM REPLACEMENT PROJECT CONTRACT

Introduced by the Ways and Means Committee

WHEREAS, the Eaton County Sheriff's Office and Eaton County Trial Courts operate detention facilities; and

WHEREAS, these facilities have identified the need to replace and modernize the electronic security systems utilized within; and

WHEREAS, the Eaton County Board of Commissioners engaged HOK Architects to design replacement systems for these facilities; and

WHEREAS, a project for the installation to replace these systems was bid on November 10, 2021; and

WHEREAS, the Eaton County Public Safety Committee authorized negotiations with the lowest qualified bidder, Accurate Controls, Inc. to finalize the project scope; and

WHEREAS, the final proposed contract as a result of the negotiations and the items identified on the value engineering report, including Bid Alternate #1, is $1,968,714; and

WHEREAS, the Public Safety and Ways and Means Committees have reviewed the project and are recommending its approval.

THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners does hereby authorize the contract with Accurate Controls, Inc. for the replacement of the electronic security systems within the Eaton County Jail and Eaton County Youth Facility; and

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized to execute the contract upon the completion of review of said contract by legal counsel.

January 14, 2022

WAYS AND MEANS COMMITTEE

Eaton County Historical Commission - 3 year term

Deborah Malewski	12/31/24
Susan Ward	12/31/24
Joy Black	12/31/24
Sarah Gruesbeck	12/31/24
Richard Rybicki	12/31/24

CLAIMS AUDITED BY THE WAYS AND MEANS COMMITTEE JANUARY 14, 2022

FUND#	DEPT#	DEPARTMENT	AMOUNT
101	101	BOARD OF COMMISSIONERS	$ 496.40
101	131	CIRCUIT COURT	$ 17,789.05
101	136	DISTRICT COURT	$ 8,422.80
101	147	COUNTY GUARDIAN	$ 249.00
101	148	PROBATE COURT	$ 7,073.26
101	149	JUVENILE COURT	$ 23,069.50
101	215	COUNTY CLERK	$ 515.31
101	261	MSU EXTENSION	$ 35,482.75
101	265	BUILDING AND GROUNDS	$ 22,558.32
101	267.229	PROSECUTING ATTORNEY	$ 353.16
101	267.232	ECONOMIC CRIME UNIT	$ 331.62
101	268	REGISTER OF DEEDS	$ 515.00
101	301	SHERIFF DEPARTMENT	$ 36,517.54
101	303	SHERIFF DELTA	$ 35,255.38
101	304	TRI COUNTY NARCOTICS	$ 12,041.00
101	351	SHERIFF CORRECTIONS	$ 65,991.98
101	430	ANIMAL CONTROL	$ 774.00
101	648	MEDICAL EXAMINER	$ 1,158.00
101	649	COMMUNITY MENTAL HEALTH	$ 119,276.25
101	681	VETERANS	$ 1,343.88
101	721	COMMUNITY DEVELOPMENT	$ 717.64
101	901	CAPITAL OUTLAY	$ 4,151.24
208	901	PARKS ADMINISTRATION	$ 16,115.48
249	371	CONSTRUCTION CODE	$ 255.00
252	299	PUBLIC DEFENDER	$ 43,467.15
260	901	CENTRAL DISPATCH -911 SURCHARGE	$ 68,980.74
261	325	CENTRAL DISPATCH	$ 3,385.32
261	327	WIRELESS TRAINING	$ 415.00
264	301	LOCAL CORRECTIONS OFFICER TRAININ(	$ 3,500.00
277	301	SHERIFF DEPARTMENT	$ 15,153.91
298	228	COMPUTER FUND	$ 60,928.96
298	901	COMPUTER FUND CAPITAL	$ 83,008.97
701	228.063	LIVESCAN CSC	$ 780.00
701	228.064	DUE TO STATE -FINGERPRINT	$ 1,254.25
		GRAND TOTAL	**$ 691,327.86**

APPROVED BY:

COMMISSIONERS

UGUSTINE, BREHLER, DROSCHA, LAUTZENHEISER, MOTT, MULDER, PEARL-WRIGHT

CLAIMS AUDITED BY THE WAYS AND MEANS COMMITTEE JANUARY 14, 2022
IMMEDIATE PAYMENTS

FUND#	DEPT#	DEPARTMENT	AMOUNT
101	040.801	STORM WATER IMPCT FEE REC'V	$ 10,874.00
101	090.002	PREPAID EXPENSES INSURANCE-LIABI	$ 348,594.50
101	090.004	PREPAID EXPENSE-TELEPHONE	$ 809.44
101	090.006	PREPAID EXPENSE-POSTAGE/PRESOR	$ 784.84
101	273	RECEIPTS REFUNDABLE	$ 945.50
101	273.001	RECEIPTS REFUNDABLE - ECU	$ 23,667.74
101	101.101	BOARD OF COMMISSIONERS	$ 3,266.25
101	101.426	EMERGENCY SERVICES	$ 5,600.00
101	131	CIRCUIT COURT	$ 19,062.42
101	136	DISTRICT COURT	$ 10,507.05
101	141	FRIEND OF THE COURT	$ 883.70
101	148	PROBATE COURT	$ 5,858.08
101	149	JUVENILE COURT	$ 2,356.09
101	172	CONTROLLER	$ 99,100.97
101	262	ELECTIONS	$ 455.19
101	215	COUNTY CLERK	$ 503.79
101	228	INFORMATION SYSTEMS	$ 2,772.87
101	253	COUNTY TREASURER	$ 118.02
101	257	EQUALIZATION	$ 902.87
101	265	BUILDING AND GROUNDS	$ 28,214.11
101	267-229	PROSECUTING ATTORNEY	$ 9,573.59
101	267-232	ECU	$ 2,540.73
101	267-236	CRIME VICTIMS	$ 1,324.90
101	275	DRAIN COMMISSION	$ 3,221.03
101	301	SHERIFF DEPARTMENT	$ 60,831.80
101	303	SHERIFF DELTA	$ 15,458.66
101	351	SHERIFF CORRECTIONS	$ 40,908.59
101	430	ANIMAL CONTROL	$ 2,140.39
101	681	VETERANS	$ 25.95
101	721	COMMUNITY DEVELOPMENT	$ 4,123.89
101	851	INSURANCE & BONDS	$ 5,705.00
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	$ 8,531.72
101		995.000 INTEREST	$ 1,421.68
101	906-303	994.000 PRINCIPAL	$ 6,853.77
101		995.000 INTEREST	$ 969.50
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

CLAIMS AUDITED BY THE WAYS AND MEANS COMMITTEE JANUARY 14, 2022
IMMEDIATE PAYMENTS

FUND#	DEPT#	DEPARTMENT	AMOUNT	
201	449	ROAD COMMISSION	$	1,290,661.71
208	751	PARKS ADMINISTRATION	$	4,513.53
208	752	FITZGERALD PARKS	$	2,733.59
208	753	FOX PARK	$	420.40
208	754	BELLEVUE	$	38.59
208	755	LINCOLN PARK	$	766.78
208	756	CRANDELL PARK	$	104.40
208	901	CAPITAL OUTLAY	$	151.00
208	906	994.000 PRINCIPAL	$	1,268.54
208	906	995.000 INTEREST	$	273.56
221	601	HEALTH DEPARTMENT	$	566,626.33
228	528	RESOURCE RECOVERY	$	2,336.60
228	529	COUNTY PROJECTS	$	150.59
228	530	LOCAL UNIT GRANT PROJECTS	$	2,326.66
228	906	994.000 PRINCIPAL	$	584.28
228	906	995.000 INTEREST	$	106.90
236	690	CDBG-HOUSING	$	30.00
249	371	CONSTRUCTION CODE	$	2,586.86
252	299	PUBLIC DEFENDER	$	4,525.67
255	257	REMONUMENTATION	$	1,820.00
260	325	911 SURCHARGE	$	481.69
261	325	CENTRAL DISPATCH	$	18,257.69
261	327	911 WIRELESS TRAINING	$	507.36
261	101-426	EMERGENCY SERVICES	$	2,547.42
261	906.994.000	DEBT SERVICE- PRINCIPAL	$	994.57
261	906.995.000	DEBT SERVICE -INTEREST	$	236.04
272	130-138	PRIORITY COURT	$	2,630.00
273	130-140	DRUG COURT - PROGRAM INCOME	$	144.50
274	130.138	SWIFT & SURE SANCTIONS	$	1,230.00
275	130-138	VETERAN'S COURT	$	370.00
276	130.153	COMMUNITY CORRECTIONS	$	4,590.00
276	130.154	OTHER GROUP SERVICES	$	4,600.00
277	301	SHERIFF DEPARTMENT	$	2,076.99
278	130-138	DRUG COURT - GRANT FUNDING	$	624.42
282	101	AMERICAN RESCUE PLAN ACT	$	5,750.00
287	301-428	AREA PLANNER	$	3,823.20
290	670	DEPT OF HUMAN SERVICES	$	74.15
292	130-356	YOUTH FACILITY	$	21,623.80
292	130-358	COMMUNITY BASED TREATMENT	$	242.52
292	130-360	DAY TREATMENT	$	1,711.60
292	130-362	IN HOME CARE	$	944.27
292	130-364	LINK PROGRAM	$	92.75
292	130-650	STATE INSTITUTIONS	$	24,919.50
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	$	1,710.00
298	228	COMPUTER FUND	$	10,767.98
298	901	COMPUTER FUND CAPITAL	$	3,298.62

CLAIMS AUDITED BY THE WAYS AND MEANS COMMITTEE JANUARY 14, 2022
IMMEDIATE PAYMENTS

FUND#	DEPT#	DEPARTMENT	AMOUNT
298	994	PRINCIPAL	$ 149,253.85
298	995	INTEREST	$ 25,554.23
512	635	MEDICAL CARE FACILITY	$ 1,743,988.16
515	253	FORECLOSING GVT UNIT	$ 345.00
515	600	CHARGES FOR SERVICES	$ 1,035.00
516	253	DELINQUENT TAX REVOLVING FUND	$ 318.34
656	861	EMPLOYER SHARED RETIREMENT	$ 419,378.56
670	090.000	HEALTH - SELF INSURANCE - PREPAID	$ 678,439.00
670	851-865	HEALTH INS VISION CLAIMS CURRENT I	$ 3,446.47
670	851-865-801	CONTRACTUAL	$ 2,250.00
670	851-866	REIREES HEALTH INS VISION CLAIMS	$ 246.32
676	852	RETIREE HEALTH HCSP	$ 27,945.56
677	871	WORKERS COMPENSATION	$ 87,037.98
679	853	LIFE & DISABILITY	$ 2,334.90
680	854	DENTAL INSURANCE	$ 12,123.26
690	20X0 275.000	DUE TAX PAYERS TAX OVERPYMT	$ 5.00
690	20X0 300.000	BONDS PAYABLE	$ 134,000.00
690	20X0 906.995	INTEREST	$ 730.08
699	20X9.300.000	BONDS PAYABLE	$ 234,066.41
699	20X9.906.995	INTEREST	$ 349.91
701	228-001	DUE TO STATE EDUCATION TAX	$ 138,216.61
701	228-006	T/A-DUE TO STATE PROBATE CRT SHAI	$ 2,635.03
701	228-016	T/A-DUE TO STATE PISTOL PERMITS	$ 6,455.00
701	228-028	T/A-DUE TO STATE PROBATE CRT ORD	$ 151.34
701	228-037	T/A-DUE TO STATE CRIME VICTIMS RIG	$ 1,044.45
701	228-042	T/A-DUE TO STATE STATE COURT FEES	$ 825.00
701	228.044	T/A0DUE TO STATE TSFR TAX	$ 322,766.25
701	228-046	T/A-DUE TO STATE TRAILER COACH PA	$ 1,176.00
701	228-055	T/A-DUE TO STATE DNA SPECIMEN FEE	$ 78.00
701	228-056	T/A-DUE TO STATE ELECTRONIC FILING	$ 1,850.00
701	228-057	T/A-DUE TO STATE JUROR COMPENSAT	$ 100.00
701	228-058	T/A-DUE TO STATE CIVIL FILING FEE FU	$ 9,824.00
701	228-059	T/A-DUE TO STATE JUSTICE SYSTEM FU	$ 1,041.50
701	228-062	T/A-DUE TO STATE NOTARY TRAINING &	$ 48.00
701	228.063	DUE TO STATE CSC OFFENDER REGIST	$ 630.00
701	228.064	DUE TO STATE FINGERPRINT - OTHER A	$ 1,468.50
701	230.000	DUE TO OTHER GOVERNMENT UNIT	$ 272.40
701	271-002	T/A-RESTITUTION PAYABLE PROBATION	$ 10,158.48
701	271-004	T/A-RESTITUTION PAYABLE JUVENILE	$ 2,242.75
701	274.001	UNDISTRIBUTIED TAX COLLECTION STA	$ 31,548.02
701	300-003	T/A-BONDS PAYABLE DRAIN CONTRACT	$ 22,050.00
702	221.004	DUE TO CITIES LANSING	$ 543.74
702	228.002	DUE TO STATE MI WITHHOLDING TAX	$ 72,245.62
702	229.001	DUE TO FEDERAL GOV'T FED WITHHOL	$ 184,056.34
702	229-002	T/A-PAYROLL DUE TO FED GOVT SS TA	$ 117,609.19
702	229-003	T/A-DUE TO FED GOVT MEDICARE TAXE	$ 27,662.92
702	231.000	T/A - PAYROLL DEDUCTIONS PAYABLE	$ 22,506.14
702	231-002	T/A-PAYROLL DEDUCTIONS PAYABLE H	$ 1,497.60
702	231.008	PYRL DEDUCTIONS PBLE FLEXIBLE SPE	$ 9,996.60
702	231.009	PYRL DEDUCTIONS PBLE DEF COMP	$ 46,009.59
702	231.010	PAYROLL DEDUCTIONS PAYABLE AMEI	$ 3,638.84

CLAIMS AUDITED BY THE WAYS AND MEANS COMMITTEE JANUARY 14, 2022
IMMEDIATE PAYMENTS

FUND#	DEPT#	DEPARTMENT	AMOUNT
702	231.011	PYRL DEDUCTION PBLE HEALTH CARE	$ 24,070.52
702	231.015	PYRL DEDUCTIONS PBLE MERS	$ 130,923.83
702	258.000	ACCRUED TAXES PAYABLE	$ 145,272.28
720	301	SHERIFF DEPT DONATIONS	$ 2,540.61
767	130-149	DONATIONS-JUV COURT	$ 67.93
768	130-356	DONATIONS - YOUTH FACILITY	$ 2,865.07
801	901	DRAIN FUND	$ 630,973.40
		TOTAL CHECKS	$ 8,232,938.48
CATEGORY		**WIRE TRANSFERS**	
OTHER AGENCIES			$ 1,309,833.34
PAYROLL AND BENEFITS			
DEBT PAYMENTS			
CONSTRUCTION PAYMENTS			
INVESTMENTS			
		TOTAL WIRE TRANSFERS	$ 1,309,833.34
		GRAND TOTAL IMMEDIATE PAYMENTS	**$ 9,542,771.82**

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

EATON COUNTY BOARD OF COMMISSIONERS

January 19, 2022

RESOLUTION TO APPOINT
DISTRICT COURT MAGISTRATE

Introduced by the Ways & Means Committee

WHEREAS, The District Court has recommended the appointment of Attorney Bobby Ficklin, Jr. as the part-time District Court Magistrate; and

WHEREAS, Pursuant to MCL 600.8501, the Board of Commissioners must approve the appointment of such Magistrate positions.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners approves the appointment of Attorney Bobby Ficklin, Jr. as the part-time District Court Magistrate.

PUBLIC SAFETY COMMITTEE

THURSDAY, JANUARY 6, 2022
4:00 P.M.

MINUTES

MEMBERS PRESENT: Chairman Commissioner Tim Barnes, Commissioner Brandon Haskell, Commissioner Mark Mudry, and Commissioner Jane Whitacre

ABSENT: Vice-Chairman Commissioner Wayne Ridge, Commissioner Brian Droscha, and Commissioner Dairus Reynnet

ALSO PRESENT: Chairman Jeremy Whittum, Controller John Fuentes, Sheriff Tom Reich, Undersheriff Jeff Cook, Captain Chris Kuhlman, Dispatch Director Kelly Cunningham, Deputy Dispatch Director Francis D'Huyvetter, Emergency Management Coordinator Ryan Wilkinson, Community Corrections Director Melanie Achenbach, and Jerri Nesbitt

The January 6, 2022, regular meeting of the Public Safety Committee was called to order at 4:00 p.m. by Chairman Barnes.

The Pledge of Allegiance was given by all, led by Commissioner Barnes.

AGENDA ADDITIONS AND CHANGES
There were no additions or changes to the agenda. Commissioner Haskell moved to approve the agenda as presented. Commissioner Mudry seconded. Motion carried unanimously.

APPROVAL OF MEETING MINUTES
Commissioner Haskell moved to approve the Minutes of the December 2, 2021 Public Safety Committee Meeting. Commissioner Whitacre seconded the motion. Motion carried unanimously.

LIMITED PUBLIC COMMENT
None.

SHERIFF'S OFFICE UPDATE
Sheriff Reich provided an update on the status of position vacancies and Covid numbers. The Sheriff indicated his interest in creating a Cadet Program as a possible option for hiring individuals for training and sponsorship through an academy to fill Road Patrol vacancies. Discussion held.

Sheriff Reich expressed to the committee the need for a larger, more versatile vehicle for use as a Command Center during critical incident events, citing difficulties encountered at a recent barricaded gunman incident. Discussion held. Cost estimates will be obtained and presented at the next meeting.

Sheriff Reich reported that the Medical Director of the Jail has retired. Currently, there is a part-time registered nurse filling the vacancy and this field is very competitive. Recruitment and retention strategies are currently being discussed by the Ways and Means Committee.

Controller Fuentes reported that a grant for First Responder Training and Recruitment is available through the State of Michigan. The application is due February 15, 2022 for a maximum award of $100,000. An application is being developed by the Sheriff's Office.

Sheriff Reich requested the committee's approval to hire two Road Patrol candidates at greater than entry level pay, based on prior law enforcement experience. The collective bargaining agreement requires committee approval. Commissioner Haskell made a motion to approve the request. Commissioner Whitacre seconded the motion. Motion carried unanimously.

JAIL AND YOUTH FACILITY SECURITY SYSTEM PROJECT

Controller Fuentes reported that Accurate Controls, Inc's. Value Engineering Report has been received, and the report recommends reductions of approximately $71,000. The revised project cost exceeds the funding the County reserved for the project by approximately $800,000 therefore additional funds will need to be identified by the Ways and Means Committee. Discussion held regarding the possible use of the American Rescue Plan funds. Commissioner Whitacre made a motion to recommend approval of the revised project costs to the Ways and Means Committee. Commissioner Mudry seconded the motion. Motion carried unanimously.

MONTHLY REPORTS

Controller Fuentes presented the monthly jail census and court security reports. There were no significant changes in the overall jail census. WRAP program and MDOC inmate numbers remained at decreased levels due to a reduction in the number of MDOC transfers currently due to COVID-19 transmission rates. There were no unusual incidents to report from court security. Discussion held.

CENTRAL DISPATCH UPDATE

Central Dispatch Director Cunningham provided the Department's monthly report. It was reported that the radio service vendor and the Michigan Public Safety Communications System will start conducting preventive maintenance on radios by mid-January. The installation of the tornado warning siren at Crandell Lake is moving forward, with the installation of electrical service at the site being prepared for. Public service information on the RAVE alert system and how the public can register for this system is being placed on social media and in local newspapers in response to its recent use to provide shelter-in-place announcements/advisories.

EMERGENCY SERVICES UPDATE

Emergency Management Coordinator Wilkinson discussed the recent Silver Thaw exercise. The post exercise report and objectives were discussed with evaluators and players. A full after-action report is being compiled with corrective actions, most were technology based. The exercise did provide enhanced training and turned out well. The full report will be filed with the State of Michigan for 2021 exercise compliance. For 2022, an idea for a recovery exercise may be planned focusing on mock disaster recovery center programs available to victims.

PUBLIC DEFENDER UPDATE

Controller Fuentes reviewed a report submitted by Tim Havis, the Public Defender. Quarterly caseload logs were included in the report and information regarding the upcoming implementation of the Standards on Indigency and Contribution adopted by the Michigan Indigent Defense Commission by April 26, 2022.

MISCELLANEOUS

Controller Fuentes reported receiving the 3rd quarter report of drug-related fatalities from the Medical Examiner's office. Eaton County had five such fatalities during the quarter.

LIMITED PUBLIC COMMENT

None.

ADJOURNMENT

Chairman Commissioner Barnes adjourned the meeting at 4:43 p.m.

The next regularly scheduled meeting of the Public Safety Committee will be held February 3, 2022, at 4:00 p.m.

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Commissioner Tim Barnes
Chairperson, Public Safety Committee

PUBLIC WORKS & PLANNING COMMITTEE

WEDNESDAY, JANUARY 12, 2022
9:00 A.M.

MINUTES

MEMBERS PRESENT:	Commissioners Brian Lautzenheiser, Jim Mott, Terrance Augustine, Joseph Brehler, Blake Mulder, Barbara Rogers & Jane Whitacre
ALSO PRESENT:	Commissioners Jeremy Whittum and Brian Droscha; Troy Stowell, Gene Bryan, Morgan Feldpausch, Claudine Williams and John Fuentes

The January 12, 2022 regular meeting of the Public Works and Planning Committee was called to order at 9:00 a.m. by Chairperson Lautzenheiser.

The Pledge of Allegiance was given by all.

Commissioner Rogers moved to approve the agenda, as presented. Commissioner Mott seconded. Motion carried unanimously.

Commissioner Mulder moved to approve the minutes of the December 8, 2021 meeting, as presented. Commissioner Whitacre seconded. Motion carried unanimously.

Troy Stowell, Parks & Recreation Director, was present to provide the Department's update. It was reported that the construction of a 2.5 mile trail at Crandall Park is scheduled to be constructed in spring 2022. It was also reported that two potential Department of Natural Resources Trust Fund grant applications are under development for future consideration for submission, one for a fishing pier at Crandall Park and a second for an observation deck at Lincoln Brick Park.

It was also reported that a 10-year lease agreement with the Charlotte Optimist Club has been prepared and is being recommended, to replace the previous expired lease.

Commissioner Augustine moved to recommend approval of the lease agreement with the Charlotte Optimist Club, to the Board of Commissioners, as presented. Commissioner Whitacre seconded. Discussion held. Motion carried unanimously.

It was also reported that a utility right-of-way easement to provide for the installation of electrical service at Crandall Park for an emergency alert system has been prepared and is being recommended for approval.

Commissioner Mulder moved to recommend approval of the right-of-way easement to the Board of Commissioners, as presented. Commissioner Whitacre seconded. Discussion held. Motion carried unanimously.

Gene Bryan, Construction Code Enforcement Director, was present to provide the Department's monthly report. The monthly housing starts, permit and inspection activity reports were reviewed. There was discussion regarding staffing adjustments that may be necessary to provide adequate trade coverage based on Mr. Bryan's pending retirement in February 2022.

Morgan Feldpausch, Resource Recovery Coordinator, was present to provide the monthly update for the Designated Implementing Agency. Current licensing and surcharge collections were reviewed. It was reported that it is recommended the County not pursue additional scrap tire recycling grant funding for 2022, due to the availability of carryover funding available in the County's 2021 grant. Discussion held.

It was also reported that the County's current household hazardous waste collection vendor has requested a pricing adjustment for its current contract in effect through December 31, 2022. After evaluating current alternatives, current scheduled events and collection data it is recommended the County approve the vendor's request to ensure the 2022 events can be held as currently planned.

Commissioner Brehler moved to recommend approval of the household hazardous waste vendor contract amendment to the Board of Commissioners, as recommended. Commissioner Augustine seconded. There was discussion regarding evaluating the County's collection model, event scheduling and current surcharge rates in response to and prevent this situation in the future. Motion carried unanimously.

Claudine Williams, Community Development Director, was present to provide the Department's monthly report. It was reported that the County will conduct a public hearing to close-out the Community Development Block Grant (CDBG) CARES Act grant on January 19, 2022.

A resolution to approve the continuation of the Memorandum of Understanding for the Greater Lansing Regional Committee for Stormwater Management through April 30, 2027 was presented and discussed. The committee was formed to assist communities to comply with requirements of National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer Systems (MS4 permits) on a regional basis.

Commissioner Mulder moved to recommend approval of the GLRC Memorandum of Understanding to the Board of Commissioners, as presented. Commissioner Rogers seconded. Motion carried unanimously.

Commissioner Mulder moved to recommend the appointment of Denise Tanner to a three-year term expiring December 31, 2024 as a public representative on the Construction Code Board of Appeals. Commissioner Mott seconded. Motion carried unanimously.

Chairperson Lautzenheiser adjourned the meeting at 9:53 a.m.

The next regularly scheduled meeting of the Public Works and Planning Committee will be held at 9:00am on Wednesday, February 9, 2022 in the Board of Commissioners Room of the Courthouse located at 1045 Independence Blvd, Charlotte MI 48813.

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Brian Lautzenheiser, Chairperson