

WAYS AND MEANS COMMITTEE MEETING

FRIDAY, JANUARY 11, 2019

9:00 A.M.

MINUTES

MEMBERS PRESENT: Commissioners Joe Brehler – Chairman, Glenn Freeman – Vice Chairman, Brian Lautzenheiser, Blake Mulder, Jeanne Pearl-Wright and Jane Whitacre.

MEMBERS ABSENT: Commissioner Heather Wood.

ALSO PRESENT: Commissioners Terrance Augustine, Brian Droscha and Barbara Rogers; Beryl Frenger, Judge Reincke, Judge O’Neill, John Fuentes and Connie Sobie.

The January 11, 2019, meeting of the Ways and Means Committee was called to order at 8:30 a.m. by Chairman Brehler.

Mr. Fuentes requested the following changes to the agenda #9 – Dog Licensing Options and add item 12a Miscellaneous – Resolution Pledging Full Faith and Credit for the Gilbert and West Town Inter-county Drain Drainage District. Commissioner Freeman moved to approve the agenda as amended. Commissioner Lautzenheiser seconded. Motion carried.

Limited Public Comment

District Court Judge Reincke gave a history of the magistrate position including that there were appointments of both attorney and non-attorney magistrates. Judge O’Neill indicated the current magistrate vacancy is affecting security, prosecutors, officers and clerks due to the disorganization of scheduling. It is also creating after hours issues and is taking its toll on the citizens.

A resolution to approve the non-eligible Act 312 Sheriff Command Officers fact-finder’s award and the summary of recommendations was presented (attached). Commissioner Mulder moved to recommend approval of the resolution to ratify the fact-finder’s recommendations as presented. Commissioner Lautzenheiser seconded. Motion carried. Opposed – Commissioner Freeman.

An update of the position vacancies was presented (attached). There are 4 new vacancies – District Court Deputy Clerk (General Fund), Prosecuting Attorney Legal Assistant (General Fund), Part-Time Resource Recovery Education Assistant (Special Revenue) and Jail Nurse (General Fund). The Public Works and Planning Committee recommended the addition of an electrical inspector for the Construction Code Department. The request is based on the increase in permits and associated revenue. Commissioner Freeman moved to refill the vacancies and add the Electrical Inspector position to Construction Code, as presented. Commissioner Lautzenheiser seconded. Motion carried.

A letter from Beryl Frenger, Trial Court Administrator, on behalf of Judge Byerley was presented. The letter requests the currently posted Non-Attorney Magistrate position remains and to withdraw the request for an other-than part-time Non-Attorney Magistrate. Judge O’Neill and Reincke are requesting the other-than part-time Non-Attorney Magistrate and to appoint Doug Burkhardt as the Magistrate. There was

tailoring this position to a specific individual to allow him to continue to draw his current county retirement. There was a question about the need for a magistrate based on the current court activity. Beryl Frenger indicated the Court has not received the numbers for the judicial resources from the State Court Administrative Office, but the previous year still did support the current structure including the part-time magistrate. There was discussion about the position being posted at the 20 hours per week and if changed and the requested appointment is made, there would not be an opportunity for others interested in the 16 hours per week position.

Commissioner Mulder moved to recommend approval to amend the position to other-than part-time at sixteen hours per week. Commissioner Lautzenheiser seconded. Discussion held. Motion carried.

Commissioner Lautzenheiser moved to recommend the appointment of Doug Burkhardt, to the Board of Commissioners. Commissioner Mulder seconded. Discussion held. Motion carried. Commissioner Pearl-Wright opposed.

The November Health Insurance Expenditure report was presented (attached). The report indicates an unfavorable variance of (\$7,840) compared to the budget projection for both the County and Health Department. The County's portion of the unfavorable variance is \$18,777. The County active employees favorable variance is \$216,961 and the retirees unfavorable variance is (\$198,185).

A resolution appointing the remonumentation representative, Ron Lester, and related agreement for 2019 and a resolution authorizing agreements with surveyors was presented (attached). Commissioner Mulder moved to recommend approval of the resolution to appoint County remonumentation representative and related contract and the resolution to authorize agreements with surveyors to the Board of Commissioners, as presented. Commissioner Lautzenheiser seconded. Motion carried.

A resolution to revise the dog license fees was presented (attached). Commissioner Lautzenheiser moved to recommend approval of the Resolution for Revision of Animal Control Fees to the Board of Commissioners, as presented. Commissioner Freeman seconded. Motion carried.

The 2018/2019 Public Improvement fund project report was provided for the Committee's review. The current expenditures are \$46,485(attached). Mr. Fuentes reported the new Public Defender Administrator's Office is being located in the Resource Recovery office on the ground floor and Resource Recovery is relocating to the lower level.

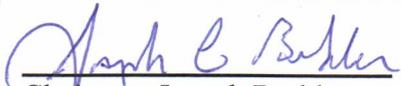
The budget amendments were presented and discussed (attached). Commissioner Lautzenheiser moved to recommend approval of the 2018/2019 Budget Amendments to the Board of Commissioners, as presented. Commissioner Freeman seconded. Motion carried.

A request was presented from the Drain Commissioner for the pledge of the County's Full Faith and Credit for the Gilbert and West Town Inter-county Drain Drainage District. The County share is 3% of the total project cost. Commissioner Mulder moved to recommend approval of full faith and credit for the Gilbert and West Town Drain Drainage District in an amount not to exceed \$2,700,000 to the Board of Commissioners. Commissioner Wright seconded. Motion carried.

Commissioner Whitacre moved to recommend approval of the payment of the claims against the County in the amount of \$357,341.07 and immediate claims in the amount of \$15,442,103.03 to the Board of Commissioners, as presented. Commissioner Lautzenheiser seconded. Motion carried.

Chairman Brehler adjourned the meeting at 10:02 a.m.

The next scheduled meeting of the Ways and Means Committee will be held on February 15, 2019 at 9:00 a.m. in Board of Commissioners Room at the Courthouse..


Chairman Joseph Brehler

EATON COUNTY BOARD OF COMMISSIONERS

January 16, 2019

Resolution to Approve Fact-Finder's Recommended Award – CCLP Command Officers

Introduced by the Ways & Means Committee

WHEREAS, the Capitol City Labor Program represents a collective bargaining unit of supervisory employees in the Eaton County Sheriff's Department; and

WHEREAS, only a portion of those employment positions are eligible for final and binding arbitration under Michigan Public Act 312 of 1969; and

WHEREAS, on November 29, 2018, a duly-appointed Act 312 Arbitration Panel issued an Award resolving the applicable collective bargaining agreement through September 30, 2020 for those employment positions in this bargaining unit eligible for Act 312 Arbitration; and

WHEREAS, on December 10, 2018, a duly-appointed Fact Finder issued a Recommended Award relative to the applicable collective bargaining agreement for those employment positions in this bargaining unit not eligible for Act 312 Arbitration; and

WHEREAS, the Eaton County Board of Commissioners finds that the Fact Finder's Recommended Award is a reasonable and equitable means of resolving those issues that remain under negotiations between the parties.

NOW THEREFORE, BE IS RESOLVED that the Eaton County Board of Commissioners hereby ratifies and approves said Fact Finder's Recommended Award.

The Employer's Position on Wages but ending September 30, 2020, being the recommended term of Duration of this contract, is the better choice.

6. SUMMARY OF RECOMMENDATIONS

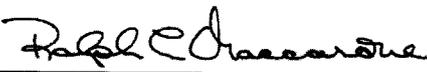
Given everything before me, and struggling with the issue of an argument on one side, of what I see as an insurmountable lack of funds to operate on a balanced budget over the foreseeable future without drastic change; and on the other side, to hear the argument of excessive loss of income, health care benefits, and reduction of residual lifetime retirement payments; I am convinced that both parties have made their best case.

Considering that the first objective of a county is to provide for the health, safety, and welfare, of all who reside, do business and come upon its premises, an objective clearly sought by both parties, I choose to err on the side of continued local control.

ISSUE	RECOMMENDATION
Duration	That the Agreement cover a three-year period, beginning October 1, 2017 and in effect through September 30, 2020.
Health Insurance	<p>That Article 16, Section 1(a) be changed, <i>but not beyond September 30, 2020 being the recommended Duration of the Contract</i>, such that the base health insurance coverage is BC/BS CB12, in which the employee will be automatically enrolled unless he or she elects the BC/BS CB 6 Plan, with a-re-opener for health insurance for the 2020 medical benefit plan year, <u>without change unless otherwise negotiated</u>:</p> <p>The Employer shall continue to provide health insurance for each employee and his family. Coverage for promoted employees shall be continuous following their promotion. Coverage ends upon an employee's separation from employment.</p> <p>All eligible regular full-time employees shall be covered by a health insurance plan, which is currently the Blue Cross and Blue Shield of Michigan Community Blue 12 Plan, as attached hereto as Appendix C, <i>in which the employee shall be automatically enrolled unless he or she elects the Blue Cross/Blue Shield Community Blue 6 Plan as set forth below</i>.</p> <p>The County shall offer as an option, the Blue Cross/Blue Shield Community Blue 6 Plan.</p> <p><i>This section of the contract shall be re-opened for negotiations for the 2020 medical benefit plan year, <u>without change unless otherwise negotiated</u>.</i></p> <p><i>In addition, effective with the 2019 medical benefit plan year, the County will cover the cost of maintaining the current optical insurance.</i></p> <p>An employee, whose spouse has comparable group health insurance from</p>

	<p>another source, must secure coverage for the spouse from that group. The comparable coverage must also cost the spouse less than \$1,200.00 annually), effective January 1, 2011. The spouse may be covered by the Employer's group health coverage upon becoming ineligible to be covered by the other source or if the alternate coverage does not continue to be comparable to the coverage provided by the Employer. When a spouse has coverage, as described above, any other eligible family members will be covered according to the Order of Benefit Determination Rules, i.e., coverage is the coverage plan of the parent whose birthday is earlier in the calendar year.</p> <p>If an employee does not agree with the County's determination of comparable coverage, they may submit the issue for an independent third-party review. The independent third party will be mutually agreed to by the Union and the County. The decision made by the independent third party shall be final and binding on all parties and not subject to the Grievance Procedure.</p>
Retiree Health Insurance	That the retiree health insurance provisions in Article 16, Section 2 remain <i>status quo</i> for the duration of the Agreement, ending September 30, 2020.
Retiree Health Savings Plan	That the retiree health savings plan provisions in Article 16, Section 3 remain <i>status quo</i> for the duration of the Agreement, ending September 30, 2020.
Pension	With a contract ending September 30, 2020, that Article 16, Section 10 be revised such that, effective February 1, 2019, the pension multiplier shall be bridged to 2.00%, with Final Average Compensation being calculated on the basis of the Frozen FAC method, maximum benefit of 80% of FAC at termination of employment, base wages plus a maximum of 80 hours of overtime included in FAC, and COLA frozen for service prior to February 1, 2019. Effective with the institution of this bridged pension multiplier, employee contributions toward pension to be reduced from 16.50% to 14.50%.
Wages	<p>With a contract ending that the wages set forth in Appendix A of the parties' contract be increased as follows:</p> <p style="padding-left: 40px;">Upon ratification of a new collective bargaining agreement by the Union membership and the Eaton County Board of Commissioners ----- 1.00%</p> <p style="padding-left: 80px;">Effective October 1, 2019 1.00%</p>

Respectfully submitted,

/s/ 
 Ralph L. Maccarone
 Fact Finder

Dated: December 10, 2018

WAYS & MEANS COMMITTEE
Positions Update
1/11/2019

<u>DEPARTMENT</u>	<u>POSITION OPENING</u>	<u>STATUS</u>	<u>GRADE</u>
Central Dispatch	Deputy Director	Posted	Grade 10
Parks and Recreation	Part-Time Recreational and Educational Assistant	Posted	Grade 4
Prosecuting Attorney	Legal Assistant II	Filled	Grade 4
	Legal Assistant II	Filled	Grade 4
Sheriff's Office	Corrections Deputy	Filled	Contract
	Corrections Deputy	Interviewing	Contract
	Corrections Deputy	Interviewing	Contract
	Deputy Sheriff	Filled	Contract
	Deputy Sheriff	Filled	Contract
	Jail Medical Assistant/EMT	Posted	Grade 5
	Part-Time Animal Control Attendant	Posted	Contract
	Part-Time Jail Medical Assistant/EMT	Posted	Grade 5
Trial Court	Part-Time Magistrate	Posted	Grade 8

CURRENT POSITION OPENINGS:

Construction Code	Electrical Inspector		Grade 8
	*Recommended by Public Works and Planning Committee 1/9/2019		
Trial Court	District Court - Deputy Clerk	Recommended	Grade 3
Prosecuting Attorney	Legal Assistant	Recommended	Grade 3
Resource Recovery	Part-Time Resource Recovery Education Assistant	Recommended	Grade 4
Sheriff's Office	Registered Nurse - Jail	Recommended	Grade 9

EATON COUNTY TRIAL COURTS

56TH CIRCUIT COURT
EATON COUNTY PROBATE COURT
56A DISTRICT COURT

HON. THOMAS K. BYERLEY
CHIEF JUDGE
PROBATE COURT JUDGE

HON. JANICE K. CUNNINGHAM
CIRCUIT COURT JUDGE

HON. JOHN D. MAURER
CIRCUIT COURT JUDGE

HON. JULIE H. REINCKE
DISTRICT COURT JUDGE

HON. JULIE A. O'NEILL
DISTRICT COURT JUDGE

1045 INDEPENDENCE BLVD.
CHARLOTTE, MI 48813
(517) 543-7500
WWW.EATONCOUNTY.ORG

BERYL J. FRENGER
TRIAL COURTS ADMINISTRATOR

AMY M. ETZEL
DEPUTY TRIAL COURTS
ADMINISTRATOR

1/9/19

Eaton County Board of Commissioners
Ways & Means Committee

Chairperson Brehler and other committee members:

I am here on behalf of Chief Judge, Thomas K. Byerley, who is unable to attend the Ways and Means meeting due to his docket. He has sent me to request that the part-time, Non-Attorney Magistrate position (20 hours/week) that is currently posted, be allowed to move forward, as is, and be filled. After careful consideration, discussion and analysis over the past month the request to reduce hours to under 20 hours "other" part-time, as was requested last month, is withdrawn.

As you are aware, the Michigan statute does leave with the board the ability to approve or deny our chosen candidate, and we respect that. We, however, feel that maintaining the position as a permanent part-time (20 hours/weekly), Non-Attorney Magistrate, best suits the courts needs at this time and into the future.

The 56A District Court operated from the mid-70's until 2000 with a Non-Attorney Magistrate. In 2000, we hired a full-time Attorney Magistrate. When the position was reduced in 2013, to part-time, Magistrate Fortino chose not to remain in that position and the position was reevaluated shortly after. We operated with a permanent part-time Non-Attorney Magistrate from 2013 until Ken Knowlton's retirement late in 2018.

Mr. Knowlton did an exceptional job as a Magistrate. He was fair, respectful to litigants and knowledgeable. The administration never fielded one complaint from citizens, attorneys or police regarding Mr. Knowlton's performance as a Magistrate at any time during his tenure. In fact, his peers in the Magistrate Association of Michigan, nominated him the Magistrate of the year on/about 2016/17.

The court has discussed with the State Court Administrative Office (SCAO), the concerns of this board. SCAO is supportive of both non-Attorney and Attorney Magistrates. In fact, they confirmed there are **134 non-attorney** magistrates around the state of Michigan, at this time. SCAO also provides a New Magistrate school, appoints a Mentor magistrate to any new Magistrate for additional training and advice, as well as the Michigan Judicial Institute (an arm of the Supreme Court) provides yearly annual training. The Magistrate association also has yearly training. Given all of this, the

Chief Judge is very comfortable in requesting that we move forward with the position, as it is currently posted, a Non-Attorney, permanent part-time Magistrate.

Another contributing factor that was considered and analyzed is that in having a part-time Magistrate, it would be extremely difficult to fill as an Attorney Magistrate, as attorneys would continue to practice law in other counties, while his/her schedule would have set hours in this court. It would be, at best, difficult to navigate such a schedule and not have conflicts. Given this, we do not believe we would be able to maintain the same person in that position for a lengthy period of time.

We agree, as you have stated, that the selection of the right candidate is essential to success in this endeavor. The Chief Judge assures you that we will do what we can to ensure a candidate with the right temperament, education and knowledge of search warrants, traffic laws, and arraignments is hired. We posted this position just prior to the holidays and had very few candidates, as can be the case for any position posted prior to the holidays. We are hopeful with the holidays behind us that we can broaden our pool of applicants.

We respectfully request to move forward with filling this position, as posted – permanent, part-time, Non-Attorney Magistrate.

Thank you for your time and consideration.

Respectfully,

Beryl J. Frenger
Trial Court Administrator

Eaton County
All: Blue Cross Claims Analysis -- January 1, 2018 Through December 31, 2018
ALL COUNTY AND BEDHD ACTIVE EMPLOYEES AND RETIREES

Worst Case Scenario:

Contracts	457
Adm Fee	\$60.65
Specific and Aggregate Stop Loss*	\$328.02
Attachment Point	\$11,308.00
TOTAL WORST CASE (MED ONLY)	

* Specific Deductible Is: \$40,000

Fixed Costs	\$2,131,466
Maximum Aggregate Liability:	\$5,167,756
Total Worst Case Medical:	\$7,299,222

Date	Blue Cross	Blue Shield	Drug	Stop Loss	Medical Total	Vision	MI Tax	Fixd Costs	Amount Pd	Qtrly Totals
Jan-18	\$123,951	\$92,879	\$122,070	\$0	\$338,900	\$0	\$2,939	\$177,622	\$519,461	
Feb-18	\$224,293	\$102,969	\$129,291	(\$38,025)	\$418,529	\$0	\$4,060	\$177,622	\$600,210	
Mar-18	\$232,041	\$144,544	\$119,597	(\$39,104)	\$457,079	\$0	\$4,537	\$177,622	\$639,238	\$1,758,909 1st Qtr
Apr-18	\$207,709	\$126,797	\$107,838	(\$71,570)	\$370,775	\$0	\$4,136	\$177,622	\$552,533	
May-18	\$214,874	\$105,661	\$125,410	(\$121,014)	\$324,932	\$0	\$4,231	\$177,622	\$506,785	
Jun-18	\$167,116	\$138,211	\$187,796	(\$107,580)	\$385,543	\$0	\$4,498	\$177,622	\$567,663	\$1,626,981 2nd Qtr
Jul-18	\$187,700	\$118,622	\$122,533	(\$143,944)	\$284,911	\$0	\$3,891	\$177,622	\$466,424	
Aug-18	\$253,542	\$121,509	\$139,593	(\$211,314)	\$303,330	\$0	\$4,868	\$177,622	\$485,821	
Sep-18	\$251,894	\$120,602	\$108,123	(\$208,980)	\$271,638	\$0	\$4,354	\$177,622	\$453,614	\$1,405,859 3rd Qtr
Oct-18	\$135,469	\$130,228	\$121,461	(\$97,616)	\$289,541	\$0	\$3,541	\$177,622	\$470,705	
Nov-18	\$281,262	\$143,455	\$168,039	(\$200,773)	\$391,983	\$0	\$5,498	\$177,622	\$575,103	
Dec-18	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,045,808 4th Qtr
Totals	\$2,279,851	\$1,345,477	\$1,451,751	(\$1,239,919)	\$3,837,160	\$0	\$46,553	\$1,953,844	\$5,837,557	
% Of Total	39.05%	23.05%	24.87%	-21.24%	65.73%	0.00%	0.80%	33.47%	100.00%	

2018 BUDGET			
\$6,359,691			
	Comp To Budg		Surp/(Def) YTD
	Budget	Surp/(Def)	
Jan-18	\$529,974	\$10,513	\$10,513
Feb-18	\$529,974	(\$70,236)	(\$59,723)
Mar-18	\$529,974	(\$109,264)	(\$168,986)
Apr-18	\$529,974	(\$22,559)	(\$191,545)
May-18	\$529,974	\$23,190	(\$168,356)
Jun-18	\$529,974	(\$37,689)	(\$206,045)
Jul-18	\$529,974	\$63,550	(\$142,494)
Aug-18	\$529,974	\$44,154	(\$98,341)
Sep-18	\$529,974	\$76,360	(\$21,981)
Oct-18	\$529,974	\$59,269	\$37,288
Nov-18	\$529,974	(\$45,129)	(\$7,840)
Dec-18	\$0	\$0	(\$7,840)

Reconciliation		
County	BEDHD	Total
\$18,777	(\$26,617)	(\$7,840)

Eaton County
All: Blue Cross Claims Analysis -- January 1, 2018 Through December 31, 2018
ALL COUNTY ACTIVE EMPLOYEES AND RETIREES

Worst Case Scenario:

Contracts	411
Adm Fee	\$60.65
Specific and Aggregate Stop Loss*	\$328.02
Attachment Point	\$11,308.00

* Specific Deductible Is: \$40,000

Date	Blue Cross	Blue Shield	Drug	Stop Loss	Medical Total	Vision	MI Tax	Fixd Costs	Amount Pd	Qtrly Totals	
Jan-18	\$116,236	\$88,817	\$117,614	\$0	\$322,667	\$0	\$2,778	\$159,743	\$485,188		
Feb-18	\$219,801	\$94,360	\$122,621	(\$38,025)	\$398,758	\$0	\$3,863	\$159,743	\$562,364		
Mar-18	\$228,260	\$136,397	\$112,923	(\$39,104)	\$438,476	\$0	\$4,354	\$159,743	\$602,573	\$1,650,126	1st Qtr
Apr-18	\$205,164	\$120,419	\$100,591	(\$71,570)	\$354,604	\$0	\$3,976	\$159,743	\$518,324		
May-18	\$200,595	\$96,812	\$124,171	(\$121,014)	\$300,564	\$0	\$3,990	\$159,743	\$464,297		
Jun-18	\$158,138	\$126,230	\$180,616	(\$107,580)	\$357,405	\$0	\$4,220	\$159,743	\$521,368	\$1,503,989	2nd Qtr
Jul-18	\$172,099	\$113,542	\$115,430	(\$143,944)	\$257,126	\$0	\$3,614	\$159,743	\$420,484		
Aug-18	\$248,923	\$115,004	\$132,791	(\$205,770)	\$290,949	\$0	\$4,715	\$159,743	\$455,407		
Sep-18	\$246,906	\$98,082	\$100,688	(\$183,801)	\$261,875	\$0	\$4,010	\$159,743	\$425,628	\$1,301,519	3rd Qtr
Oct-18	\$115,390	\$112,891	\$114,636	(\$83,460)	\$259,458	\$0	\$3,103	\$159,743	\$422,304		
Nov-18	\$251,225	\$121,379	\$157,689	(\$182,887)	\$347,405	\$0	\$4,880	\$159,743	\$512,029		
Dec-18	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$934,333	4th Qtr
Totals	\$2,162,738	\$1,223,933	\$1,379,771	(\$1,177,154)	\$3,589,287	\$0	\$43,503	\$1,757,177	\$5,389,968		
% Of Total	40.13%	22.71%	25.60%	-21.84%	66.59%	0.00%	0.81%	32.60%	100.00%		

2018 BUDGET			
BCBS ILLU. RATES			
\$5,900,448			
	Comp To Budg		Surp/(Def) YTD
	Budget	Surp/(Def)	
Jan-18	\$491,704	\$6,516	\$6,516
Feb-18	\$491,704	(\$70,660)	(\$64,144)
Mar-18	\$491,704	(\$110,869)	(\$175,014)
Apr-18	\$491,704	(\$26,620)	(\$201,634)
May-18	\$491,704	\$27,407	(\$174,227)
Jun-18	\$491,704	(\$29,664)	(\$203,891)
Jul-18	\$491,704	\$71,220	(\$132,671)
Aug-18	\$491,704	\$36,297	(\$96,374)
Sep-18	\$491,704	\$66,076	(\$30,298)
Oct-18	\$491,704	\$69,400	\$39,101
Nov-18	\$491,704	(\$20,325)	\$18,777
Dec-18	\$0	\$0	\$18,777

Eaton County
All: Blue Cross Claims Analysis -- January 1, 2018 Through December 31, 2018
EATON COUNTY ACTIVE EMPLOYEES

Worst Case Scenario:

Contracts	283
Adm Fee	\$60.65
Specific and Aggregate Stop Loss*	\$328.02
Attachment Point	\$11,308.00

* Specific Deductible Is: \$40,000

Date	Blue Cross	Blue Shield	Drug	Stop Loss	Medical Total	Vision	MI Tax	Fixd Costs	Amount Pd	Qtrly Totals
Jan-18	\$95,593	\$74,719	\$51,010	\$0	\$221,323	\$0	\$1,979	\$109,994	\$333,296	
Feb-18	\$157,104	\$75,063	\$52,377	(\$23,765)	\$260,778	\$0	\$2,613	\$109,994	\$373,385	
Mar-18	\$189,259	\$116,597	\$42,710	(\$5,830)	\$342,736	\$0	\$3,418	\$109,994	\$456,148	\$1,162,828 1st Qtr
Apr-18	\$130,320	\$96,540	\$45,910	(\$41,859)	\$230,911	\$0	\$2,656	\$109,994	\$343,561	
May-18	\$183,455	\$80,356	\$61,493	(\$98,610)	\$226,694	\$0	\$3,181	\$109,994	\$339,869	
Jun-18	\$106,475	\$108,183	\$77,918	(\$29,997)	\$262,578	\$0	\$2,874	\$109,994	\$375,446	\$1,058,876 2nd Qtr
Jul-18	\$137,902	\$101,371	\$53,067	(\$108,774)	\$183,565	\$0	\$2,738	\$109,994	\$296,297	
Aug-18	\$225,998	\$98,974	\$67,571	(\$166,337)	\$226,206	\$0	\$3,882	\$109,994	\$340,081	
Sep-18	\$214,901	\$83,332	\$45,088	(\$138,503)	\$204,818	\$0	\$3,210	\$109,994	\$318,022	\$954,400 3rd Qtr
Oct-18	\$94,872	\$96,443	\$52,095	(\$53,696)	\$189,715	\$0	\$2,374	\$109,994	\$302,083	
Nov-18	\$213,682	\$98,224	\$78,866	(\$147,573)	\$243,199	\$0	\$3,821	\$109,994	\$357,014	
Dec-18	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$659,098 4th Qtr
Totals	\$1,749,560	\$1,029,802	\$628,106	(\$814,944)	\$2,592,524	\$0	\$32,749	\$1,209,930	\$3,835,203	
% Of Total	45.62%	26.85%	16.38%	-21.25%	67.60%	0.00%	0.85%	31.55%	100.00%	

2018 BUDGET

Expected Cost
\$4,420,543

Comp To Budg

	Budget	Surp/(Def)	Surp/(Def) YTD
Jan-18	\$368,379	\$35,083	\$35,083
Feb-18	\$368,379	(\$5,006)	\$30,077
Mar-18	\$368,379	(\$87,770)	(\$57,693)
Apr-18	\$368,379	\$24,818	(\$32,875)
May-18	\$368,379	\$28,509	(\$4,365)
Jun-18	\$368,379	(\$7,068)	(\$11,433)
Jul-18	\$368,379	\$72,081	\$60,648
Aug-18	\$368,379	\$28,297	\$88,946
Sep-18	\$368,379	\$50,356	\$139,302
Oct-18	\$368,379	\$66,295	\$205,597
Nov-18	\$368,379	\$11,364	\$216,961
Dec-18	\$0	\$0	\$216,961

Eaton County
All: Blue Cross Claims Analysis -- January 1, 2018 Through December 31, 2018
EATON COUNTY RETIREES

Worst Case Scenario:

Contracts	128
Adm Fee	\$60.65
Specific and Aggregate Stop Loss*	\$328.02
Attachment Point	\$11,308.00

* Specific Deductible Is: \$40,000

Date	Blue Cross	Blue Shield	Drug	Stop Loss	Medical Total	Vision	MI Tax	Fixd Costs	Amount Pd	Qtrly Totals
Jan-18	\$20,643	\$14,098	\$66,604	\$0	\$101,344	\$0	\$799	\$49,750	\$151,892	
Feb-18	\$62,698	\$19,298	\$70,245	(\$14,259)	\$137,980	\$0	\$1,250	\$49,750	\$188,980	
Mar-18	\$39,001	\$19,800	\$70,212	(\$33,274)	\$95,740	\$0	\$936	\$49,750	\$146,425	\$487,298 1st Qtr
Apr-18	\$74,844	\$23,879	\$54,681	(\$29,711)	\$123,693	\$0	\$1,320	\$49,750	\$174,763	
May-18	\$17,140	\$16,455	\$62,678	(\$22,404)	\$73,870	\$0	\$808	\$49,750	\$124,428	
Jun-18	\$51,663	\$18,048	\$102,698	(\$77,583)	\$94,827	\$0	\$1,346	\$49,750	\$145,922	\$445,113 2nd Qtr
Jul-18	\$34,197	\$12,171	\$62,362	(\$35,169)	\$73,561	\$0	\$876	\$49,750	\$124,187	
Aug-18	\$22,925	\$16,030	\$65,221	(\$39,433)	\$64,743	\$0	\$833	\$49,750	\$115,326	
Sep-18	\$32,005	\$14,751	\$55,600	(\$45,298)	\$57,057	\$0	\$800	\$49,750	\$107,606	\$347,119 3rd Qtr
Oct-18	\$20,518	\$16,448	\$62,541	(\$29,764)	\$69,742	\$0	\$729	\$49,750	\$120,221	
Nov-18	\$37,542	\$23,155	\$78,823	(\$35,314)	\$104,206	\$0	\$1,059	\$49,750	\$155,014	
Dec-18	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$275,235 4th Qtr
Totals	\$413,177	\$194,132	\$751,665	(\$362,211)	\$996,763	\$0	\$10,754	\$547,247	\$1,554,765	
% Of Total	26.57%	12.49%	48.35%	-23.30%	64.11%	0.00%	0.69%	35.20%	100.00%	

2018 BUDGET			
BCBS ILLU. RATES			
\$1,479,905			
Comp To Budg			Surp/(Def) YTD
Budget	Surp/(Def)		
Jan-18	\$123,325	(\$28,567)	(\$28,567)
Feb-18	\$123,325	(\$65,654)	(\$94,222)
Mar-18	\$123,325	(\$23,100)	(\$117,321)
Apr-18	\$123,325	(\$51,438)	(\$168,759)
May-18	\$123,325	(\$1,102)	(\$169,861)
Jun-18	\$123,325	(\$22,597)	(\$192,458)
Jul-18	\$123,325	(\$862)	(\$193,319)
Aug-18	\$123,325	\$8,000	(\$185,320)
Sep-18	\$123,325	\$15,719	(\$169,600)
Oct-18	\$123,325	\$3,104	(\$166,496)
Nov-18	\$123,325	(\$31,689)	(\$198,185)
Dec-18	\$0	\$0	(\$198,185)

Eaton County
All: Blue Cross Claims Analysis -- January 1, 2018 Through December 31, 2018
BEDHD ACTIVE EMPLOYEES AND RETIREES

Worst Case Scenario:

Contracts	46
Adm Fee	\$60.65
Specific and Aggregate Stop Loss*	\$328.02
Attachment Point	\$11,308.00

* Specific Deductible Is: \$40,000

Date	Blue Cross	Blue Shield	Drug	Stop Loss	Medical Total	MI Tax	Fixd Costs	Amount Pd	Qtrly Totals	
Jan-18	\$7,715.03	\$4,062	\$4,456	\$0	\$16,233	\$161	\$17,879	\$34,273		
Feb-18	\$4,491.60	\$8,609	\$6,670	\$0	\$19,771	\$197	\$17,879	\$37,846		
Mar-18	\$3,780.76	\$8,147	\$6,675	\$0	\$18,602	\$183	\$17,879	\$36,664	\$108,783	1st Qtr
Apr-18	\$2,544.46	\$6,379	\$7,248	\$0	\$16,171	\$160	\$17,879	\$34,210		
May-18	\$14,279.20	\$8,849	\$1,240	\$0	\$24,368	\$241	\$17,879	\$42,488		
Jun-18	\$8,977.91	\$11,980	\$7,179	\$0	\$28,138	\$278	\$17,879	\$46,295	\$122,992	2nd Qtr
Jul-18	\$15,600.69	\$5,080	\$7,104	\$0	\$27,785	\$276	\$17,879	\$45,940		
Aug-18	\$4,618.90	\$6,505	\$6,802	(\$5,544)	\$12,381	\$154	\$17,879	\$30,414		
Sep-18	\$4,988.55	\$22,519	\$7,434	(\$25,179)	\$9,763	\$344	\$17,879	\$27,986	\$104,340	3rd Qtr
Oct-18	\$20,078.15	\$17,337	\$6,824	(\$14,156)	\$30,084	\$438	\$17,879	\$48,401		
Nov-18	\$30,037.77	\$22,076	\$10,349	(\$17,886)	\$44,577	\$618	\$17,879	\$63,074		
Dec-18	\$0.00	\$0	\$0	\$0	\$0	\$0	\$17,879	\$17,879	\$129,354	4th Qtr
Totals	\$117,113.02	\$121,544	\$71,981	(\$62,765)	\$247,873	\$3,050	\$214,546	\$465,469		
% Of Total	25.16%	26.11%	15.46%	-13.48%	53.25%	0.66%	46.09%	100.00%		

2018 BUDGET			
BCBS ILLU. RATES			
\$459,243			
	Comp To Budg		Surp/(Def) YTD
	Budget	Surp/(Def)	
Jan-18	\$38,270	\$3,997	\$3,997
Feb-18	\$38,270	\$424	\$4,422
Mar-18	\$38,270	\$1,606	\$6,028
Apr-18	\$38,270	\$4,061	\$10,088
May-18	\$38,270	(\$4,217)	\$5,871
Jun-18	\$38,270	(\$8,024)	(\$2,154)
Jul-18	\$38,270	(\$7,670)	(\$9,823)
Aug-18	\$38,270	\$7,856	(\$1,967)
Sep-18	\$38,270	\$10,284	\$8,317
Oct-18	\$38,270	(\$10,130)	(\$1,813)
Nov-18	\$38,270	(\$24,804)	(\$26,617)
Dec-18	\$38,270	\$20,391	(\$6,226)

EATON COUNTY BOARD OF COMMISSIONERS

January 16, 2019

**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, 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.

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of January, 2019, by and between the EATON COUNTY BOARD OF COMMISSIONERS (hereinafter referred to as the “Board”), acting on behalf of the COUNTY OF EATON, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the “County”) and RONNIE M. LESTER, a licensed surveyor, whose address is 3081 Holt Road, Mason, Michigan 48854 (hereinafter referred to as the “Contractor”).

WITNESSETH:

WHEREAS, pursuant to section 9 of PA 1990, No. 345, known as the “State Survey and Remonumentation Act” (hereinafter referred to as “1990 PA 345”), the Board is authorized to appoint a County representative (hereinafter referred to as the “County Representative”) for all surveying projects in Eaton County approved or initiated by the State Survey and Remonumentation Commission (hereinafter referred to as the “Commission:); and

WHEREAS, the Eaton County Ways & Means Committee (hereinafter referred to as the “Ways & Means Committee”) has recommended entering into a contract with the Contractor which designates the Contractor as County Representative; and

WHEREAS, the Contractor 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; and

WHEREAS, the Board, upon the recommendation of the Ways & Means Committee, accepts the Contractor’s offer and appoints the Contractor County Representative subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

- I. SCOPE OF SERVICES. The Contractor shall perform the following services:
 - A. Submit proposed Eaton County Monumentation Surveyor Contracts to the Ways & Means Committee for its approval and its authorization for execution.
 - B. Establish, schedule meetings of, and chair a peer group which will meet and act as advisors for ratification of corner locations. These meetings shall be in compliance with the Open Meetings Act (1976 PA 267).
 - C. Select monumentation surveyors in compliance with a qualification-based selection (QBS) as set forth in House Concurrent Resolution 206 (June 1987). The Contractor may not be a monumentation surveyor in Eaton County.

- D. Recommend payment to the monumentation surveyors as provided by their contracts.
- E. Submit annually a grant application and supporting documents to the Commission prior to December 31st. Such application shall be reviewed and approved by the Ways & Means Committee prior to its submission.

Supporting documents shall include as a minimum:

1. For the current year projects, a description of the work area completed, the work area projected to be completed by December 31, and the work area remaining to be completed.
 2. A general work-progress report for all previously-awarded contracts.
 3. The work program and a grant request for the following year. The work program shall indicate:
 - a) the area where the public land survey corners and property-controlling corners are proposed to be monumented and/or re-monumented within the next contract year;
 - b) the area where the public land survey corners and property-controlling corners are to be researched in the next contract year;
 - c) the area where horizontal and vertical control stations are to be researched and located; and
 - d) the area where horizontal and vertical coordinates are to be established.
- F. Create and maintain a filing system for each corner, which contains all survey information compiled.
 - G. Submit documentation as required by the Commission.
 - H. Create and maintain a filing system for horizontal and vertical geodetic monumentation information obtained from the National Geodetic Survey, U.S. Geological Survey and other sources.
 - I. Coordinate the densification of horizontal and vertical geodetic monumentation with the Commission's Geodetic Advisors.
 - J. Perform other duties indicated under "Plan Execution".
 - K. Chair the Steering Committee.

- L. Ascertain, through periodic on-site inspections and review, that the work performed under monumentation contracts have been satisfactorily completed, before recommending final payment be made by the County.
- M. Provide such other services as may be required by the Board and/or Commission.

II. COMPENSATION. The Contractor shall be compensated for the services performed under this Agreement at the rate of Seventy Dollars (\$70.00) per hour up to, but not to exceed, the sum of \$14,000.00 as specified in the Budget of the Grant Application.

The Contractor shall monthly submit a bill to the Director of the County's Equalization Department. Each bill shall indicate the number of hours in which services have been performed, description of services provided and the total amount due contractor for the month covered. Upon the verification of the accuracy of a bill by the Director of the County's Equalization Department, each bill and the sum due thereunder shall be processed and paid in accordance with the County's expenditure procedure of Accounts Payable.

- III. HOURS OF WORK. The Contractor shall have control over determining the days and hours in which he performs work under this Agreement.
- IV. CONTRACTOR'S OFFICE, TOOLS AND EQUIPMENT. The Contractor shall maintain and utilize his own office while performing services required by this Agreement. The Contractor shall also at his own expense, supply all tools, equipment, supplies and vehicles he needs to perform the services required by this Agreement.
- V. LICENSING. Throughout the term of this Agreement, the Contractor must maintain a license as a Professional Land Surveyor in the State of Michigan. If, for any reason, the Contractor's license is revoked, suspended, or otherwise not in effect, such shall be deemed to be an immediate and material breach of this Agreement. This Agreement shall be deemed terminated on the date that the Contractor is no longer licensed as a surveyor in the State of Michigan.
- VI. APPLICABLE LAW AND VENUE. This Agreement shall be construed according to the laws of the State of Michigan. It is expressly understood and agreed that in the event any actions in law or in equity arising under this Agreement are brought by either party against the other party, the venue for such actions shall be Eaton County, Michigan.
- VII. COMPLIANCE WITH THE LAW. The Contractor shall render the services required by this Agreement in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations. Failure to comply with the provisions of this section shall be regarded as a material breach of this Agreement, and grounds for its immediate termination by the County.

VIII. NON-DISCRIMINATION. The Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, height, weight, marital status, political affiliation or beliefs or handicap which is unrelated to the individual's ability to perform the duties of a particular job or position.

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including but not limited to the following:

- A. The Elliott Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Handicappers Civil Rights Act, 1976 PA 220, as amended.
- C. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat 394, as amended, and regulations adopted thereunder.
- D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USDA §12101 et seq), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the contractor is found not to be in compliance with this section, the county may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

IX. INDEPENDENT CONTRACTOR. It is expressly understood and agreed that the Contractor is an independent contractor. The Contractor and any persons employed by him shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, longevity, paid sick or vacation leave. The Contractor shall be responsible for paying the wages of his personnel and for the withholding and payment of all income and social security taxes to the proper Federal, State and local governments. The Contractor shall also be responsible for providing its personnel with workers' compensation and unemployment compensation coverage, as required by law.

X. INDEMNIFICATION AND HOLD HARMLESS. The Contractor shall, at his own expense, protect, defend, indemnify and save harmless the County, and its elected and appointed officers, employees and agents from all claims, damages, costs, law suits and expenses, including, but not limited to all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Contractor or any of his officers, employees or agents which may arise out of this Agreement.

The contractor's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, its officers, employees and agents by the insurance coverage obtained and/or maintained by the contractor pursuant to the requirement of this Agreement.

XI. LIABILITY INSURANCE.

- A. The Contractor shall procure, pay the premium on, keep and maintain during the term of this Agreement, liability insurance coverage with limits of not less than the following:
1. Workers' Compensation: When and as required by law.
 2. Employers' Liability: When and as required by law.
 3. General Liability (occurrence basis only) with the following coverage inclusions:
 - a) Broad Form General Liability Endorsement or equivalent, if not in policy proper.
 - b) Independent Contractor Coverage.
 - c) Contractual Liability.
 4. Vehicle Liability Coverage, and Michigan No-Fault Coverages including all owned, non-owned, and hired vehicles.
 5. If available to the Contractor, the Contractor shall name as an Additional Insured the County, its elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities, and their board members, employees and volunteers for liability they incur which arises out of this Agreement and/or the services to be provided under this Agreement. It is expressly understood and agreed that the Contractor's General Liability coverage required by this subsection shall be primary to the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing or excess.

In the event the Contractor is unable to meet the Additional Insured coverage requirements of this section, he shall advise the County of such inability and provide the County with a letter from his insurance agent verifying his inability to provide such Additional Insured coverage.

6. Limits of Liability for Items 4 and 5 above shall not be less than \$500,000.00 per occurrence, and/or aggregate, combined single limit for Personal Injury, Bodily Injury and Property Damage.
- B. The Contractor shall, during each year in which this Agreement is in effect, provide the Eaton County Controller with certificates of insurance showing the acquisition of the insurance coverage required by this section. The certificates of insurance shall contain a provision stating that coverages afforded under the policies will not be changed or canceled until at least thirty (30) days prior written notice has been given to the County.
- C. In the event that the Contractor's insurance coverage is at any time reduced or terminated during the duration of this Agreement, the County may terminate this Agreement effective immediately upon delivery of notice of termination to the Contractor.
- D. The Contractor may maintain such other insurances as he deems appropriate for his own protection.
- XII. WAIVERS. No failure or delay on the part of either the County or the Contractor in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege. No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure from any provision of the Agreement by either party hereto, shall in any event be effective unless the same is in writing and signed by the other party, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.
- XIII. MODIFICATION OF AGREEMENT. Modifications, amendments or waivers of any provisions of this Agreement may be made only by the written mutual consent of the parties hereto.
- XIV. ASSIGNMENT OR SUBCONTRACTING. The parties to this Agreement may not assign, subcontract or otherwise transfer their duties and/or obligations under this Agreement.
- XV. DISREGARDING TITLES. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
- XVI. COMPLETENESS OF THE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

XVII. AGREEMENT PERIOD. The Contractor shall commence performance of the services and obligations required of it hereunder on the 1st day of January, 2019 and continue through the 31st day of December, 2019, at which time this Agreement shall be terminated. Time being of the essence.

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by the County upon thirty (30) days' written notice to the Contractor, in the sole discretion of the County. In the event of early termination of this Agreement, the County shall reimburse the Contractor for the services rendered by the Contractor up to the effective date of termination.

XVIII. SEVERABILITY OF INVALID PROVISIONS. If any part of this Agreement is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Contractor shall be reimbursed for all services which it has provided under this Agreement up to the date of termination.

XIX. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this Agreement on the day and year first above written.

WITNESSED BY:

COUNTY OF Eaton County

Date 1/16/19 By _____
Terrance Augustine, Chairperson
County Board of Commissioners

Date 1/16/19 By _____
Diana Bosworth, County Clerk

Date 1/16/19 By _____
Ronnie M. Lester
Surveyor

EATON COUNTY BOARD OF COMMISSIONERS

January 16, 2019

**RESOLUTION AUTHORIZING AGREEMENTS WITH REMONUMENTATION
SURVEYORS FOR RESEARCH AND SURVEYING REQUIRED UNDER THE
EATON COUNTY MONUMENTATION AND REMONUMENTATION PLAN
FOR THE 2019 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 2019 grant year:

Addendum A

EATON COUNTY REMONUMENTATION SURVEYORS
FOR THE 2019 GRANT YEAR

BUMSTEAD LAND SURVEYS ANTHONY BUMSTEAD, P.S., SOLE PROPRIETOR 318 WEST LOVETT #3 CHARLOTTE, MI 48813	\$12,225.00
CARR AND ASSOCIATES, P.L.C. ROBERT R. CARR, P.S., MANAGER P.O. BOX 2369 BATTLE CREEK, MI 49016	\$12,225.00
ENGER SURVEYING AND ENGINEERING RONALD L. ENGER, P.S., SOLE PROPRIETOR P.O. BOX 87 MASON, MI 48854	\$12,225.00
GEODETTIC DESIGN, INC GILBERT BARISH, P.S., PRESIDENT 2300 N. GRAND RIVER AVE. LANSING, MI 48906	\$12,225.00
AUTENRIETH LAND SURVEYS, LLC JEFFREY K. AUTENRIETH, P.S. MANAGER PO BOX 80678 LANSING, MI 48917	\$12,225.00
Total	----- \$61,125.00

EATON COUNTY BOARD OF COMMISSIONERS

January 16, 2019

Resolution for Revision of Animal Control Fees

Introduced by the Ways and Means Committee

WHEREAS, the Eaton County Board of Commissioners, in concurrence with the Eaton County Treasurer and Eaton County Sheriff, seek to amend fees for Eaton County Animal Control services; and

WHEREAS, the County of Eaton has established fees for a variety of animal control services; and

WHEREAS, the County of Eaton has not adjusted the established fee structure on animal control fees for many years; and

WHEREAS, the County Treasurer and Eaton County Sheriff has researched and documented the cost of delivery for Animal Control services; and

WHEREAS, the Eaton County Board of Commissioners establishes fees for Animal Control services by Motion or Resolution of the Board of Commissioners; and

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Animal Control service fees listed below shall be established and effective immediately, as follows:

Impound Fee – First Offense	\$25
Impound Fee – Second Offense	\$35
Impound Fee – Third Offense	\$55

Boarding Fees

First day through seventh day	\$5 per day
After seventh day	\$10 per day

Owner Surrender	\$25
-----------------	------

(Due to terminal illness, old age, insufferable injuries... Animal Control receives occasional requests for euthanasia services.)

Owner Requested Euthanasia	\$30 under 50 pounds
	\$50 over 50 pounds

(A convenience fee will apply to transactions placed with debit cards, credit cards, or e-checks.)

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Eaton County Board of Commissioners, at its regularly scheduled meeting on January 16, 2019 does hereby approve this resolution.

Diana Bosworth, County Clerk

Date

EATON COUNTY BOARD OF COMMISSIONERS

JANUARY 16, 2019

**RESOLUTION TO APPROVE
2018/2019 BUDGET AMENDMENTS**

Introduced by the Ways and Means Committee

WHEREAS, the Eaton County 2018/2019 Appropriations Act of September 19, 2018 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 2018-2019 Eaton County Budget:

SPECIAL REVENUE FUND

Increase	Wage and Fringe	\$ 58,000
Increase	Proceeds from Borrowing	\$ 20,850
Increase	Capital Outlay – Vehicle	\$ 20,850
Increase	Lease – Principal and Interest	\$ 1,900
Increase	Fund Balance Carryover	\$103,500

Increase Construction Code wage and fringe benefits and increase the position allocation list effective March 1, 2019 to hire one full-time Electrical Inspector and increase capital outlay and lease financing to lease an inspection vehicle.

EATON COUNTY BOARD OF COMMISSIONERS

**RESOLUTION PLEDGING FULL FAITH AND CREDIT TO
GILBERT AND WEST TOWN INTERCOUNTY DRAIN DRAINAGE DISTRICT REFUNDING
BONDS**

Resolution # _____

Minutes of a regular meeting of the Board of Commissioners of Eaton County, Michigan, held in the County on January ___, 2019, at _____ p.m., local time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

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

WHEREAS, proceedings have previously been taken under the provisions of Act 40, Public Acts of Michigan, 1956, as amended (the "Act"), for the making of certain intercounty drain improvements referred to as the Gilbert and West Town Intercounty Drain Project (the "Project"), which was undertaken by the Gilbert and West Town Intercounty Drain Drainage District (the "Drainage District") in a Special Assessment District (the "Special Assessment District") established by the Drainage District; and

WHEREAS, in order to provide funds to pay the costs of the Project, the Drainage District issued its Drainage District Bonds, Series 2009 (General Obligation Limited Tax) (the "Prior Bonds") in the original aggregate principal amount of \$2,700,000 pursuant to the Act; and

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

WHEREAS, of the cost of the Project three percent (3%) was apportioned by the Drainage Board for the Drainage District to the County of Eaton (the "County") and ninety-seven percent (97%) of the cost of the Project was apportioned by the Drainage Board to the County of Ingham; and

WHEREAS, the Eaton County Board of Commissioners (the "Board"), by resolution adopted by a majority of the members of the Board, pledged the full faith and credit of the County, to the extent of special assessments against property and public corporations in the County, for the prompt payment of the principal of and interest on the Prior Bonds pursuant to Section 276 of the Act; and

WHEREAS, the Drainage District has received a savings report from PFM Financial Advisors LLC, that shows that refunding all or a portion of the Prior Bonds may provide a net present value savings with respect to the debt service on the Prior Bonds; and

WHEREAS, the Drainage District intends to issue refunding bonds in the amount of not to exceed \$1,485,000 (the "Refunding Bonds") in order to refund the Prior Bonds; and

WHEREAS, Act 34, Public Acts of Michigan, 2001, as amended provides that the Refunding Bonds shall be of the same character as the Prior Bonds and shall be construed to be a continuation of the Prior Bonds; and

WHEREAS, the Board desires to confirm the pledge of the County's full faith and credit to the Refunding Bonds as a continuation of the Prior Bonds; and

WHEREAS, the pledge of the full faith and credit of the County to the Refunding Bonds will provide a net interest cost savings and will be a benefit to the County and the people of the County.

NOW, THEREFORE, IT IS RESOLVED as follows:

1. The County pledges its full faith and credit for the prompt payment of the principal of and interest on the Refunding Bonds to the extent of special assessments against property and public corporations in the County, and the County agrees that in the event that property owners or public corporations in the County shall fail to pay the amount of any such special assessment installment and interest (in anticipation of which the Refunding Bonds are issued) when due, or there is otherwise a shortfall of funds available to pay the principal of and interest on the Refunding Bonds attributable to the percentage of the Project apportioned to the County, then the County will immediately make such advancement from funds of the County and the County Treasurer is directed to immediately make such advancement to the extent necessary. The ability of the County to levy taxes to pay its share of the principal of and interest on the Refunding Bonds shall be subject to constitutional and statutory limitations on the taxing power of the County.

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

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

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

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

YEAS: Commissioners _____

NAYS: Commissioners _____

ABSTAIN: Commissioners _____

RESOLUTION DECLARED ADOPTED.

Diana Bosworth, Clerk
County of Eaton

CERTIFICATION

I, Diana Bosworth, the duly qualified and acting Clerk of Eaton County, Michigan (the “County”) do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners at a meeting held on January _____, 2019, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended.

Date: January _____, 2019

Diana Bosworth, Clerk
County of Eaton

CLAIMS AUDITED BY WAYS & MEANS JANUARY 11, 2019

FUND#	DEPT#	DEPARTMENT	AMOUNT
101	101	BOARD OF COMMISSIONERS	\$ 17,897.70
101	131	CIRCUIT COURT	\$ 35,553.36
101	136	DISTRICT COURT	\$ 17,444.54
101	141	FRIEND OF THE COURT	\$ 344.77
101	147	COUNTY GUARDIAN	\$ 5,000.00
101	148	PROBATE COURT	\$ 517.75
101	149	JUVENILE COURT	\$ 7,369.80
101	172	CONTROLLER	\$ 109,875.14
101	228	TECHNOLOGY SERVICES	\$ 17,404.32
101	261	MSU EXTENSION	\$ 17,908.25
101	265	BUILDING AND GROUNDS	\$ 11,498.93
101	275	DRAIN COMMISSION	\$ 49.00
101	301	SHERIFF DEPARTMENT	\$ 5,907.51
101	303	SHERIFF DELTA	\$ 7,410.15
101	351	SHERIFF CORRECTIONS	\$ 8,444.71
101	430	ANIMAL CONTROL	\$ 1,660.55
101	648	MEDICAL EXAMINER	\$ 20,564.00
101	681	VETERANS	\$ 1,048.03
101	728	ECONOMIC DEVELOPMENT	\$ 25,231.50
101	901	CAPITAL OUTLAY	\$ 16,767.00
249	371	CONSTRUCTION CODE	\$ 312.50
260	325	911 SURCHARGE	\$ 930.94
261	325	CENTRAL DISPATCH	\$ 3,497.96
261	101-426	EMERGENCY SERVICES	\$ 150.00
263	215	CONCEALED PISTOL LICENSE	\$ 53.25
265	301	MICHIGAN JUSTICE TRAINING	\$ 3,105.32
277	301	SHERIFF DEPARTMENT	\$ 146.94
298	901	COMPUTER FUND CAPITAL	\$ 21,247.15
		GRAND TOTAL	\$ 357,341.07

CLAIMS AUDITED BY WAYS & MEANS JANUARY 11, 2019

IMMEDIATE PAYMENTS

FUND#	DEPT#	DEPARTMENT	AMOUNT
101	040.801	STORM WATER IMPCT FEE REC'V	\$ 19,525.40
101	090.002	PREPAID EXPENSES INSURANCE-LIABILITY	\$ 163,409.25
101	090.004	PREPAID EXPENSE-TELEPHONE	\$ 2,600.50
101	090.006	PREPAID EXPENSE-POSTAGE/PRESORT	\$ 936.14
101	273	RECEIPTS REFUNDABLE	\$ 6,366.21
101	273.001	RECEIPTS REFUNDABLE - ECU	\$ 29,825.97
101	273.002	RECEIPTS REFUNDABLE - ECU - MDHHS	\$ 8,572.00
101	101	BOARD OF COMMISSIONERS	\$ 13,140.47
101	131	CIRCUIT COURT	\$ 9,515.57
101	136	DISTRICT COURT	\$ 11,171.53
101	141	FRIEND OF THE COURT	\$ 13.09
101	148	PROBATE COURT	\$ 5,190.01
101	149	JUVENILE COURT	\$ 2,788.13
101	151	CIRCUIT COURT PROBATION	\$ 159.98
101	172	CONTROLLER	\$ 1,537.95
101	262	ELECTIONS	\$ 80.60
101	215	COUNTY CLERK	\$ 805.74
101	228	INFORMATION SYSTEMS	\$ 2,180.90
101	253	COUNTY TREASURER	\$ 181.23
101	257	EQUALIZATION	\$ 465.36
101	261	MSU EXTENSION	\$ 1,338.76
101	265	BUILDING AND GROUNDS	\$ 30,185.35
101	267-229	PROSECUTING ATTORNEY	\$ 880.13
101	267-232	ECU	\$ 2,331.40
101	267-234	CHILD SUPPORT	\$ 786.00
101	275	DRAIN COMMISSION	\$ 939.39
101	301	SHERIFF DEPARTMENT	\$ 68,600.04
101	303	SHERIFF DELTA	\$ 12,906.07
101	351	SHERIFF CORRECTIONS	\$ 65,780.42
101	333	SHERIFF ROAD PATROL	\$ 6.00
101	430	ANIMAL CONTROL	\$ 1,871.36
101	671	OTHER REVENUE	\$ (234.91)
101	681	VETERANS	\$ 106.39
101	721	COMMUNITY DEVELOPMENT	\$ 403.20
101	901	CAPITAL OUTLAY	\$ 2,039.98
101	906-141	DEBT SERVICE	\$ 296.84
101	906-149	DEBT SERVICE	\$ 1,009.62
101	906-228	DEBT SERVICE	\$ 622.90
101	906-229	DEBT SERVICE	\$ 328.00
101	906-275	DEBT SERVICE	\$ 1,065.00
101	906-301	DEBT SERVICE	\$ 4,108.03
101	906-303	DEBT SERVICE	\$ 2,315.98
201	449	ROAD COMMISSION	\$ 1,641,268.10
208	751	PARKS ADMINISTRATION	\$ 3,762.51
208	752	FITZGERALD PARKS	\$ 1,552.07
208	753	FOX PARK	\$ 403.47
208	755	LINCOLN PARK	\$ 2,089.13
208	901	CAPITAL OUTLAY	\$ 5,336.63
208	906	DEBT SERVICE	\$ 624.45
221	601	HEALTH DEPARTMENT	\$ 492,814.06
228	528	RESOURCE RECOVERY	\$ 785.22
228	529	COUNTY PROJECTS	\$ 1,779.65
228	906	DEBT SERVICE	\$ 691.18
249	371	CONSTRUCTION CODE	\$ 1,965.23
255	257	REMONUMENTATION	\$ 15,990.88
256	268	REGISTER OF DEEDS - AUTOMATION	\$ 1,120.59
261	325	CENTRAL DISPATCH	\$ 15,026.55
261	327	911 WIRELESS TRAINING	\$ 697.67
261	101-426	EMERGENCY SERVICES	\$ 383.77
261	301-426	EMERGENCY SERVICES	\$ 1,401.07
263	215	CONCEALED PISTOL LICENSE	\$ 526.12
266	901	CAPITAL OUTLAY	\$ 439.97
272	130-138	PRIORITY COURT	\$ 4,677.00
272	130-140	DRUG COURT-PROGRAM INCOME	\$ 532.50
273	130-138	SOBRIETY COURT	\$ 1,380.00
273	130-140	DRUG COURT - PROGRAM INCOME	\$ 382.17
274	130.138	SWIFT & SURE SANCTIONS	\$ 5,065.00
275	130-138	VETERAN'S COURT	\$ 1,628.00
276	130.153	COMMUNITY CORRECTIONS	\$ 3,095.00
276	130.154	OTHER GROUP SERVICES	\$ 3,800.00
276	130.330	DRUNK DRIVE JAIL REDUCTION	\$ 300.00

