

CHAIRPERSON
KARA HOPE

VICE-CHAIRPERSON
SARAH ANTHONY

VICE-CHAIRPERSON PRO-TEM
RANDY MAIVILLE

COUNTY SERVICES COMMITTEE
DEB NOLAN, CHAIR
CAROL KOENIG
VICTOR CELENTINO
REBECCA BAHAR-COOK
PENELOPE TSERNOGLOU
KARA HOPE
RANDY MAIVILLE

INGHAM COUNTY BOARD OF COMMISSIONERS

P.O. Box 319, Mason, Michigan 48854 Telephone (517) 676-7200 Fax (517) 676-7264

THE COUNTY SERVICES COMMITTEE WILL MEET ON TUESDAY, NOVEMBER 15, 2016 AT 6:00 P.M., IN THE PERSONNEL CONFERENCE ROOM (D & E), HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

Agenda

Call to Order

Approval of the [November 1, 2016](#) Minutes and Closed Session

Minutes Additions to the Agenda

Limited Public Comment

1. Facilities - Resolution Awarding a Contract to Centennial Electric, LLC for Exterior Light Poles and LED Light [Fixture Replacement](#) in the Human Services Building Parking Lot
2. Innovation and Technologies - Resolution to Approve the [UPS Replacement](#) Engineering Services
3. Economic Development - Resolution Setting a [Public Hearing for a Brownfield Plan](#) for the Elevation at Okemos Pointe 2360 Jolly Road (Portion); 2398 Jolly Road (Portion); 2350 Jolly Oak Road (Portion); 2360 Jolly Oak Road; 2362 Jolly Oak Road Meridian Charter Township, Michigan
4. Road Department
 - a. Resolution to Approve the Special and Routine [Permits](#) for the Ingham County Road Department
 - b. Resolution to Approve an Okemos Road and Jolly Road Maintenance of Traffic and Signal Timing Professional [Engineering Services](#) Contract with Bergmann Associates, Inc.
5. Treasury
 - a. Resolution to Provide Funding for [Low Income Tax Preparation](#)
 - b. Resolution to Contract with Capital Area Community Services to Provide Funding for [Fuel Assistance](#) Administration
 - c. Resolution to Contract with Capital Area Community Services to take [Client Referrals](#) from Ingham County Treasurer
 - d. Resolution to Contract with Capital Area Community Services and Legal Services of South Central Michigan to Provide Funding for an [Eviction Diversion Program](#) in the 54A District for Certain Tax Delinquent Properties in Lansing
 - e. Legal Services of South Central Michigan Quarterly Report: July 1, 2016 to September 30, 2016 (*Discussion*)

6. Human Resources
 - a. Modifications to the 2016 Managerial and Confidential Employee Personnel Manual (*Closed Session*)
 - b. Resolution Approving [Modifications](#) to the 2016 Managerial and Confidential Employee Personnel Manual
 - c. Resolution Approving a Letter of Understanding with Office and Professional Employees International Union Regarding [Proration of Leave Time](#)
 - d. Performance Review (*Discussion*)

7. Controller
 - a. Resolution of Intent to Enter into [Contract of Lease](#) with Ingham County Building Authority; to Authorize Publication of Notice of Intent; and to Declare Intent to Reimburse
 - b. [Economic Incentive Bid Transparency](#) (*Discussion*)

Announcements
Public Comment
Adjournment

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OR SET TO MUTE OR VIBRATE TO AVOID
DISRUPTION DURING THE MEETING**

The County of Ingham will provide necessary reasonable auxiliary aids and services, such as interpreters for the hearing impaired and audio tapes of printed materials being considered at the meeting for the visually impaired, for individuals with disabilities at the meeting upon five (5) working days notice to the County of Ingham. Individuals with disabilities requiring auxiliary aids or services should contact the County of Ingham in writing or by calling the following: Ingham County Board of Commissioners, P.O. Box 319, Mason, MI 48854 Phone: (517) 676-7200. A quorum of the Board of Commissioners may be in attendance at this meeting. Meeting information is also available on line at www.ingham.org.

COUNTY SERVICES COMMITTEE
November 01, 2016
Draft Minutes

Members Present: Nolan, Bahar-Cook, Celentino, Hope, Maiville, and Koenig

Members Absent: Tsernoglou

Others Present: Sally Auer, Rich Estill, Stacey Craig, Jeff Fleming, Dennis Parker, Amy Prieskorn, Cheryl Bergman, Jen Flood, Desiree Cook, Brad Prehn, Cindy Wagner, Becky Bennett, Deb Fett, John Dinon, Tim Dolehanty, Travis Parsons, Loria Sabin, and others.

The meeting was called to order by Chairperson Nolan at 6:00 p.m. in Personnel Conference Room “D & E” of the Human Services Building, 5303 S. Cedar Street, Lansing, Michigan.

Approval of the October 18, 2016 Minutes and the Closed Session Minutes

MOVED BY COMM. BAHAR-COOK SUPPORTED BY COMM. CELENTINO TO APPROVE THE OPEN AND CLOSED SESSION MINUTES OF THE OCTOBER 18, 2016 COUNTY SERVICES COMMITTEE MEETING.

THE MOTION CARRIED UNANIMOUSLY. Absent: Tsernoglou.

Additions to the Agenda

Substitutions

9. Board of Commissioners
 - a. Resolution Honoring Neil West for his Years of Service as Supervisor of Leroy Township

Removed from the Agenda

1. Human Resources – Resolution Approving Modifications to the 2016 Managerial and Confidential Employee Personnel Manual

Limited Public Comment

Sally Auer, UAW 2256 Chairperson, addressed the Committee regarding the Animal Control Reorganization and the Hay Study. She stated that the UAW intentionally did not attend the Hay Study’s Steering Committee meeting last week because they were not given any of the information that was requested.

Stacey Craig, ICEA Court Professionals, Vice President, addressed the Committee regarding the Hay Study.

Rich Estill, ICEA County Professionals, addressed the Committee regarding the Hay Study.

Amy Prieskorn, Ingham County Prosecutor's Office Employee, addressed the Committee regarding the Hay Study.

Jeff Fleming, OPEIU Local 459, addressed the Committee regarding the Hay Study. He further stated that all that was needed to obtain the necessary information was a Freedom of Information Act request rather than paying a special group for a study.

Brad Prehn, UAW Chief Steward, addressed the Committee regarding the Hay Study.

Dennis Parker, UAW 2256, President, addressed the Committee regarding the Hay Study. He stated that his current position utilizes the Hay Study as well, but that their results are very transparent with their employees.

MOVED BY COMM. MAIVILLE SUPPORTED BY COMM. CELENTINO, TO APPROVE A CONSENT AGENDA CONSISTING OF THE FOLLOWING ACTION ITEMS:

3. Innovation and Technologies
 - a. Resolution to Approve the UPS Replacement Bid from Hi-Tech System Service, Inc.
4. Road Department
 - a. Resolution Authorizing the Purchase of 2016/2017 Seasonal Requirement of Liquid De-Icer Corrosion Inhibited Solution for the Ingham County Road Department
 - b. Resolution to Authorize Approval of the Preliminary Plat of Silverstone Estates
 - c. Resolution to Approve Purchase of New Fire Alarm Communication Panel and Monitoring Service for the Ingham County Road Department
5. Potter Park Zoo
 - a. Resolution Authorizing Acceptance of a Donation from and to Enter into a Contract with the Lansing Lions Club for the Addition of a Waterfall to the Lions Club Sensory Garden at Potter Park Zoo
8. Controller – Resolution Authorizing Third Quarter Adjustments to the 2016 Ingham County Budget
9. Board of Commissioners
 - a. Resolution Honoring Neil West for his Years of Service as Supervisor of Leroy Township
 - b. Resolution Honoring Gerald E. Alchin for his Years of Service as Leroy Township Trustee

THE MOTION TO APPROVE THE ITEMS ON THE CONSENT AGENDA CARRIED UNANIMOUSLY. Absent: Tsernoglou.

THE MOTION TO APPROVE A CONSENT AGENDA CARRIED UNANIMOUSLY. Absent: Tsernoglou.

2. Interviews – Potter Park Zoo Board Interviews

Cheryl Bergman interviewed for the Potter Park Zoo Board.

Jennifer Flood interviewed for the Potter Park Zoo Board.

Chairperson Nolan stated that the third person requesting a position would be interviewed in three weeks and a decision would be made after that interview.

7. Human Resources

b. Hay Study Update (*Discussion*)

Travis Parsons, Human Resources Director, provided an update regarding the Hay Study. He also provided supplemental material regarding the update. Mr. Parsons stated that the departments and unions reviewed only their respective structures and did not receive information regarding other departments or unions. He further stated that the Scoring System being requested was proprietary information for the Hay Group and that such was included in the contract. Mr. Parsons stated that the Hay Group did not address what would occur after they were finished with their portion of the study.

Commissioner Bahar-Cook stated that she shared many of the concerns that were voiced during Public Comment. She further stated that the county comparisons for pay were done with counties that were not comparable to Ingham County with regard to population size and services offered. Commissioner Bahar-Cook stated that she was uncomfortable that she did not have access to the Hay data nor the MATRIX.

Commissioner Celentino stated that he agreed with Commissioner Bahar-Cook and further stated that he was disappointed with the report. He further stated that he had no confidence in the study and that if there was a vote for the implementation of the study results at this time, he would vote against it.

Commissioner Maiville stated that he agreed with the other commissioners. He further stated that the Board of Commissioners wanted to be transparent and upfront with the employees regarding the study.

Commissioner Hope stated that she agreed with the previous statements from other commissioners. She further stated that she was disappointed that a contract was entered into that was not transparent. Commissioner Hope asked if the contract with the Hay Group was full paid for.

Mr. Parsons stated that there was still one outstanding payment.

Discussion.

Commissioner Koenig thanked the employees in the audience for their input. She asked Mr. Parsons if he thought there was a way to make the details more transparent.

Mr. Parsons responded that Human Resources staff could meet with the unions and examine key positions with that they would like to have analyzed in front of them.

Discussion.

Commissioner Koenig asked when the contract was originally supposed to be complete.

Mr. Parsons stated it was supposed to be completed in October 2015.

Discussion.

Commissioner Koenig asked if there were any additional expenses outside of the original contract.

Mr. Parsons stated no.

Discussion.

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. HOPE, TO PAY THE HAY GROUP FOR SERVICES RENDERED AND TERMINATE THE CONTRACT.

Chairperson Nolan stated that the resolution that was passed two years ago would not pass today. She further stated that she would like to see the unions, the Controller's Office, and Human Resources to come together and determine where to go next.

Commissioner Maiville asked whether it was possible to discuss termination with the Hay Group unless the proprietary information could be released.

Commissioner Koenig stated she had reservations regarding terminating the contract without receiving any benefits.

Commissioner Hope asked how useful the information would be when the bargaining units did not buy into it. She stated that she felt proceeding with the contract would create more problems than terminating it would.

Commissioner Celentino stated that after two years with no results the contract should be terminated. He further stated that he would be voting yes on the motion.

Commissioner Koenig stated that she would like to read the contract before terminating it. She further stated that the Hay Group should still be held accountable for everything they were assigned to do.

Discussion.

Commissioner Maiville suggested that the draft minutes be sent to the Hay Group so they could understand what was on the line.

Discussion.

Chairperson Nolan stated that she would vote no on the motion and stated that she did not feel prepared enough to terminate a contract at this meeting, but that the decision was time sensitive given the time put into this study.

Commissioner Bahar-Cook requested that staff prepare a resolution for the December 6th, 2016 County Services meeting to terminate the contract with the Hay Group if the issues discussed tonight had not been resolved prior to that meeting.

CHAIRPERSON NOLAN CALLED FOR A ROLL-CALL VOTE REGARDING THE MOTION TO PAY THE HAY GROUP FOR SERVICES RENDERED AND TERMINATE THE CONTRACT.

THE MOTION FAILED. **Yeas:** Celentino, Bahar-Cook, Hope **Nays:** Nolan, Koenig, and Maiville **Absent:** Tsernoglou.

3. Innovation and Technologies

- b. Resolution to Approve Purchase of Training from Security Mentor

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. MAIVILLE, TO APPROVE THE RESOLUTION TO APPROVE PURCHASE OF TRAINING FROM SECURITY MENTOR.

Commissioner Bahar-Cook asked how many county employees had been utilizing the service.

Deb Fett, IT Director, stated that 70% of employees had been utilizing it and were giving positive feedback.

Commissioner Maiville asked if FishMe, a module to attempt to send Spam emails to employees to see if they would click on the links and pose a potential security threat to the company, had ever been used.

Ms. Fett stated that it was being considered.

THE MOTION CARRIED UNANIMOUSLY. Absent: Tsernoglou.

5. Potter Park Zoo

- b. Zoo Director Search Update (*Discussion*)

Tim Dolehanty, Controller/Administrator, provided an update regarding the Zoo Director selection.

Cindy Wagner, Potter Park Zoo, Director, stated she was excited for the position.

6. Animal Control – Resolution to Reorganize and Expand Ingham County Animal Control Staff

Commissioner Maiville asked where the plan was for expansion of enforcement services.

John Dinon, Animal Control Director, stated that the original millage had language that would have increased enforcement, but that discussions with the Board Commissioners directed the money primarily to Customer Service with a small portion going toward Animal Care, and none to Animal Control Officers.

Discussion.

Commissioner Bahar-Cook departed at 7:20 p.m.

Mr. Dinon stated that the full Board decided that the millage money would go to specific positions, none of which were in enforcement.

Commissioner Maiville stated he understood the recommendation for expanded services would include enforcement.

Discussion.

Commissioner Bahar-Cook returned at 7:22 p.m.

Commissioner Celentino stated that the millage language stated “expanded services” which indicated that it could be used toward law enforcement.

Discussion.

Mr. Dinon stated that several different levels were debated and the language that came to him was very specific about where the money could be allocated. He stated that he appreciated Sally Auer’s support and clarified the job description for the new Office Manager.

Chairperson Nolan stated that she hoped that the positions would clarify that they would be millage-funded.

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. HOPE, TO APPROVE THE RESOLUTION TO REORGANIZE AND EXPAND INGHAM COUNTY ANIMAL CONTROL STAFF.

THE MOTION CARRIED UNANIMOUSLY. Absent: Tsernoglou.

7. Human Resources
 - a. Performance Review (*Discussion*)

Mr. Parsons provided an overview of the review.

Commissioner Hope stated that she liked the City Manager Performance Evaluation piece because it was straightforward and allowed for self-evaluation.

Discussion.

Commissioner Maiville stated that he liked some of the other evaluations better and described another evaluation process he was familiar with.

Discussion.

Chairperson Nolan suggested possibly fine-tuning what was presented to discuss at the next meeting.

Commissioner Koenig stated that written comments were the most helpful and the point of the exercise was to show employees what could be improved upon or what was positive about their work.

Public Comment

Sally Auer, UAW 2256 Chairperson, addressed the Committee regarding the Hay Study and offered clarification on the UAW's position regarding the study. She addressed Commissioner Koenig and stated that the position was not about personalities, but was about a lack of data. She asked the Committee what the point of the study results were if the budget for 2018 would already be in a deficit. She addressed Commissioner Bahar-Cook regarding her statements on losing employees. She further stated that one of her employees appreciated Commissioner Bahar-Cook's comments on the Hay Study.

Desiree Cook, ICEA President, addressed the Committee regarding the Hay Study and the lack of communication that had been occurring. She thanked several Commissioners for their passionate comments.

- c. Claim Settlement Discussion with County Attorney (*Closed Session*)

MOVED BY COMM. BAHAR-COOK, SUPPORTED BY COMM. MAIVILLE, TO ENTER INTO CLOSED SESSION AT 7:50 P.M. FOR THE PURPOSE OF DISCUSSING PENDING LITIGATION.

THE MOTION PASSED UNANIMOUSLY BY ROLL CALL VOTE. Absent: Tsernoglou.

MOVED BY COMM. CELENTINO, SUPPORTED BY COMM. HOPE, AT 8:12 P.M. TO MOVE THE MEETING BACK INTO OPEN SESSION.

THE MOTION CARRIED UNANIMOUSLY. **Yeas:** Nolan, Bahar-Cook, Maiville, Celentino, Hope, and Koenig **Nays:** None **Absent:** Tsernoglou

MOVED BY COMM. CELENTINO, SUPPORTED BY COMM. HOPE, TO ACCEPT THE SETTLEMENT AS PROPOSED BY THE COUNTY ATTORNEY.

THE MOTION CARRIED UNANIMOUSLY. Absent: Tsernoglou.

Announcements

None.

Adjournment

The meeting was adjourned at 8:14 p.m.

NOVEMBER 15, 2016 COUNTY SERVICES AGENDA STAFF REVIEW SUMMARY

AGENDA ITEMS:

Unless otherwise noted, the Controller/Administrator recommends approval of the following resolutions:

1. **Facilities Department** - *Resolution Awarding a Contract to Centennial Electric, LLC for Exterior Light Poles and LED Light Fixture Replacement in the Human Services Building Parking Lot*

The Facilities Department seeks to replace ten 25-foot-long parking lot light poles, two 39-foot-round tapered steel light poles and twelve LED light fixtures that have deteriorated over time to the point of causing a safety hazard. Wolverine Engineers & Surveyors, Inc. was hired to perform preliminary design and construction services and based on reference checks and bid amount, they have recommended Centennial Electric, LLC for replacements. The Facilities Director recommends approval of an agreement with Centennial Electric, LLC to replace the light poles and fixtures at a cost not to exceed \$52,475.

2. **Innovation and Technology Department** - *Resolution to Approve the UPS Replacement Engineering Services*

Ingham County currently has a large uninterruptible power supply (UPS) device controlling the electrical for our main datacenter. This device ensures our infrastructure remains operational should a power failure occur until the generator power kicks in, while also providing consistent filtered power. Although batteries have been replaced, over time they will completely fail and be unable to recover. To prevent that total breakdown, the Chief Information Officer recommends replacement while there is no crisis. To accomplish this, a resolution is offered to recommend approval of a contract with MacMillan & Associates for engineering services to replace the UPS at a cost not to exceed \$9,000.

3. **Economic Development** - *Resolution Setting a Public Hearing for a Brownfield Plan for the Elevation at Okemos Pointe 2360 Jolly Road (Portion); 2398 Jolly Road (Portion); 2350 Jolly Oak Road (Portion); 2360 Jolly Oak Road; 2362 Jolly Oak Road Meridian Charter Township, Michigan*

The Ingham County Brownfield Authority (ICBA) recommended approval of a brownfield plan for the Elevation at Okemos Pointe development located in Meridian Township. The Board of Commissioners must also hold a public hearing on the plan prior to its adoption. The Economic Development Department recommends approval of the attached resolution to schedule a public hearing for December 13, 2016 at 6:30 p.m.

- 4a. **Road Department** – *Resolution to Approve Special and Routine Permits for the Ingham County Road Department*

The Board of Commissioners periodically approves special and routine permits submitted by the Road Department as necessary. The current list of permits includes 42 projects (see attachment).

- 4b. **Road Department** - *Resolution to Approve an Okemos Road and Jolly Road Maintenance of Traffic and Signal Timing Professional Engineering Services Contract with Bergmann Associates, Inc.*

The Road Department received state and federal funding to reconstruct the Okemos Road and Jolly Road intersection as Phase 2 of the Jackson National Life Insurance (JNL) road improvement project. Preliminary maintenance of traffic scoping suggests that during reconstruction, left turn movements

will need to be restricted or eliminated at the Okemos Road and Jolly Road intersection. Consulting services are needed to model and design this complex maintenance of traffic plan as well as temporary and permanent signal timing. The Road Department recommends entering into a professional services contract with Bergmann Associates, Inc. to provide this service at a cost not to exceed \$39,750.

5a. Treasurer - Resolution to Provide Funding for Low Income Tax Preparation

The Asset Independence Coalition (AIC), under the umbrella of the Power of We Consortium (Ingham County Human Services Collaborative), coordinates a Volunteer Income Tax Assistance (VITA) income tax preparation program for low and moderate income citizens. AIC has successfully assisted thousands of low and moderate income taxpayers and helped achieve refunds over several million dollars, including substantial amounts from the Earned Income Tax Credit. These efforts assist the economic condition of low and moderate income citizens and, according to the County Treasurer, income tax refunds to this group of citizens facilitates payment of delinquent property taxes owed to Ingham County. In order to support ongoing funding needs associated with AIC's VITA coordination efforts, the Treasurer proposes a resolution to authorize funding of \$12,500 from the Delinquent Tax Administration fund.

5b. Treasurer - Resolution to Contract with Capital Area Community Services to Provide Funding for Fuel Assistance Administration

The County Treasurer works to improve the outcome for families facing the negative impact of housing and economic challenges through referrals to the social services safety net. Nearly 500 Lansing and rural Ingham County residents receive assistance through an existing fuel assistance program funded through the Michigan Energy Assistance Program. This Fuel Assistance Program administered by Capital Area Community Services (CACS) has increased in complexity and faces current year severe funding cutback by the State of Michigan for staff. The proposed resolution would authorize execution of a contract with Capital Area Community Services to provide staff support for the Fuel Assistance Program. The total cost of this proposal is \$30,000, with funds provided through the delinquent tax fund.

The general purpose of the Delinquent Tax Revolving Fund (DTRF) is to simplify the administration of delinquent real property taxes by developing and concentrating the collection process in County government. County Treasurers are designated as agents for administering the DTRF. Counties having a DTRF are directed to pay all due and payable delinquent taxes to the county, municipalities and school districts. These repayments are due within 20 days after sufficient funds are deposited in the DTRF (VerBurg, 2007).

State statute ([MCL 211.87b](#)) permits the Board of Commissioners to “transfer any surplus funds” in the DTRF to the general fund. Because of the potential for disagreement between the Treasurer and Board of Commissioners over use of DTRF monies, it is best to establish a policy governing use of these funds. The key feature of such a policy would be a common understanding of the amount of reserve funds needed to enable the DTRF to function effectively from year to year (VerBurg, 2007). The DTRF balance September 30, 2016 was \$646,055.

The Controller/Administrator recommends the Committee postpone consideration of agenda item 5b pending creation of a policy governing use of DTRF. In the meantime, this proposal could be submitted for consideration with other community agency funding requests.

5c. Treasurer - Resolution to Contract with Capital Area Community Services to take Client Referrals from Ingham County Treasurer

The County Treasurer works to improve the outcome for families facing the negative impact of tax foreclosure through financial education, counseling and connections to social services agencies. Past practice has allowed the Treasurer to refer citizens to the Financial Literacy Program offered through Capital Area Community Services for one-on-one service delivery counseling. The proposed resolution would continue this practice through authorization of a contract with Capital Area Community Services. The total cost of this proposal is \$100,000 with funds provided through the delinquent tax fund.

The general purpose of the Delinquent Tax Revolving Fund (DTRF) is to simplify the administration of delinquent real property taxes by developing and concentrating the collection process in County government. County Treasurers are designated as agents for administering the DTRF. Counties having a DTRF are directed to pay all due and payable delinquent taxes to the county, municipalities and school districts. These repayments are due within 20 days after sufficient funds are deposited in the DTRF (VerBurg, 2007).

State statute ([MCL 211.87b](#)) permits the Board of Commissioners to “transfer any surplus funds” in the DTRF to the general fund. Because of the potential for disagreement between the Treasurer and Board of Commissioners over use of DTRF monies, it is best to establish a policy governing use of these funds. The key feature of such a policy would be a common understanding of the amount of reserve funds needed to enable the DTRF to function effectively from year to year (VerBurg, 2007). The DTRF balance September 30, 2016 was \$646,055.

The Controller/Administrator recommends the Committee postpone consideration of agenda item 5c pending creation of a policy governing use of DTRF. In the meantime, this proposal could be submitted for consideration with other community agency funding requests.

5d. Treasurer - Resolution to Contract with Capital Area Community Services and Legal Services of South Central Michigan to Provide Funding for an Eviction Diversion Program in the 54A District for Certain Tax Delinquent Properties in Lansing

The Department of Health and Human Services (DHHS), Legal Services of South Central Michigan (LSSCM) and Capital Area Community Services (CACS) have a track record of helping tenants avoid eviction and the negative impacts on the families and properties. The eviction diversion program has been running in the 55th District Court in Mason, but not in Lansing which experiences five times the incidence of eviction. The Treasurer’s Office has witnessed the value of collaborative efforts between DHHS, LSSCM and CACS to tax delinquent property owners and renters throughout Ingham County as it concerns the prevention of tax foreclosure. The proposed resolution would authorize the County Treasurer to contract with CACS and LSSCM for 2016-2017 to provide support for a pilot Eviction Diversion Program in the 54A District Court. The total cost of this proposal is \$30,000 with funds provided through the delinquent tax fund.

The general purpose of the Delinquent Tax Revolving Fund (DTRF) is to simplify the administration of delinquent real property taxes by developing and concentrating the collection process in County government. County Treasurers are designated as agents for administering the DTRF. Counties having a DTRF are directed to pay all due and payable delinquent taxes to the county, municipalities and

school districts. These repayments are due within 20 days after sufficient funds are deposited in the DTRF (VerBurg, 2007).

State statute ([MCL 211.87b](#)) permits the Board of Commissioners to “transfer any surplus funds” in the DTRF to the general fund. Because of the potential for disagreement between the Treasurer and Board of Commissioners over use of DTRF monies, it is best to establish a policy governing use of these funds. The key feature of such a policy would be a common understanding of the amount of reserve funds needed to enable the DTRF to function effectively from year to year (VerBurg, 2007). The DTRF balance September 30, 2016 was \$646,055.

The Controller/Administrator recommends the Committee postpone consideration of agenda item 5d pending creation of a policy governing use of DTRF. In the meantime, this proposal could be submitted for consideration with other community agency funding requests.

5e. Treasurer – *Legal Services of South Central Michigan Quarterly Report: July 1, 2016 to September 30, 2016* (Discussion)

Representatives from Legal Services of South Central Michigan will be present to discuss their most recent quarterly report.

6a. Human Resources Department - *Modifications to the 2016 Managerial and Confidential Employee Personnel Manual* (Closed Session)

A representative from Corporation Counsel will be present to discuss a legal opinion regarding modifications to the Managerial and Confidential Employee Personnel Manual.

6b. Human Resources Department - *Resolution Approving Modifications to the 2016 Managerial and Confidential Employee Personnel Manual*

The County Services Committee reviewed and discussed the current language in the Managerial and Confidential Employee Personnel Manual specifically regarding Section k, Severance Pay. The Committee explored the historical language and process changes that have taken place since the inception of the employee manual in 1982. Proposed modifications reintroduce an authorization process by the County Services Committee for the initial provision of up to six months of severance for reasons other than layoff and maintained the approval by Committee of any extension thereof. Proposed changes clearly establish the requirements for execution to include a release and waiver agreement, approved by Corporation Counsel, signed by the affected employee and the Chairperson of the Board of Commissioners. A representative from Corporation Counsel will be available to address these questions.

6c. Human Resources Department - *Resolution Approving a Letter of Understanding with Office and Professional Employees International Union Regarding Proration of Leave Time*

During discussion with the bargaining units at the Road Department, it was discovered that the current language (Article 17) contained in the collective bargaining agreements (CBA) was not clear regarding the bank of floating holidays and vacation bonus time provided to new hires. The discussion arrived at a solution regarding proration. The Human Resources Director recommends approval of a resolution to authorize a Letter of Understanding between the Employer and OPEIU regarding the clarification and modification of Article 17 - Leave Time in the current collective bargaining agreement.

6d. Human Resources Department – *Performance Review* (Discussion)

The Human Resources Director will be present to discuss parameters for a performance appraisal policy. This discussion will focus on preferred methodologies and timetables.

7a. Controller - *Resolution of Intent to Enter into Contract of Lease with Ingham County Building Authority; to Authorize Publication of Notice of Intent; and to Declare Intent to Reimburse*

The Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH") has petitioned the County to renovate, construct, furnish, equip, and improve the existing Community Mental Health Building and to acquire, construct, furnish, and equip an approximately 42,000 square foot addition thereto, together with associated parking. The Building Authority is authorized to renovate, construct, furnish and equip the project on behalf of the County, to finance the cost of the project by the issuance of bonds and to lease the Project to the County. To accomplish this the Building Authority proposes that the County enter into the Lease with the Authority for the renovation and construction of the project. The Lease and the Bonds issued to finance the project will contain the terms and conditions as finally approved by the County and the Authority.

7b. Controller - *Economic Incentive Bid Transparency* (Discussion)

At the August 16 County Services Committee meeting, Chairperson Nolan requested the Controller's Office draft a Bidding Policy for review. The purpose of this policy is to promote fairness in bidding on projects that receive economic incentives by ensuring transparency in distribution, opening and awarding of bids. Any construction work included in the responsibilities of a general contractor or construction management firm is not excluded from the policy and any contract at or below \$10,000 would not be subject to the policy. A draft policy is presented for discussion by the Committee.

Agenda Item 1

TO: Board of Commissioners, County Services and Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: October 31, 2016

SUBJECT: The replacement of parking lot light poles and LED light fixtures in the Human Services Building parking lot

For the meeting agendas of: November 15 & 16

BACKGROUND

The Facilities Department would like to replace ten (10) 25-foot-long parking lot light poles, two (2) 39-foot-round tapered steel light poles as well as twelve (12) LED light fixtures that have deteriorated over time to the point of causing a safety hazard. Wolverine Engineers & Surveyors, Inc. were hired to perform preliminary design and construction services and based on reference checks and bid amount, they have recommended Centennial Electric, LLC, for replacements.

ALTERNATIVES

There are no alternatives for this project.

FINANCIAL IMPACT

Centennial Electric, LLC submitted the lowest responsive and responsible bid of \$43,975.00. The Facilities Department is asking for an \$8,500.00 contingency for any unforeseen circumstances that may arise. Funds for this project are available in the approved CIP Line Item #631-23304-931000-6FC06 which has a current balance of \$229,960.00.

OTHER CONSIDERATIONS

There are no other considerations for this project.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to support an agreement with Centennial Electric, LLC to replace ten (10) 25-foot-long light poles, two (2) 39-foot-round tapered steel light poles as well as twelve (12) LED light fixtures in the Human Services Building parking lot for a not to exceed total cost of \$52,475.00.00 which includes the requested \$8,500.00 contingency.

Agenda Item 1

TO: Rick Terrill, Director of Facilities

FROM: James Hudgins, Director of Purchasing
jhudgins@ingham.org

DATE: October 21, 2016

RE: Memo of performance for Request for Proposal No. 183-16:
Exterior Light Poles Replacements

Per your request, the Purchasing Department sought proposals from qualified and experienced electrical contractors for the removal and replacement of ten (10) 25 foot light poles and two (2) 39 foot light poles located within the campus of the Ingham County Human Services Building, 5303 S. Cedar Street, Lansing MI 48911, including all other appurtenances, material, labor, supervision, equipment, miscellaneous parts and fittings as may be necessary and required for a complete and fully functional and operational system.

The RFP was advertised in the Lansing State Journal and City Pulse and posted on the Ingham County Purchasing Department website.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendor invited to propose	82	15
Vendor attending pre-bid/proposal meeting	9	2
Vendors responding	5	1

The following grid is summary of the vendors' costs:

Vendor Name	Local Pref	Total Base Bid w/ 2 Added Fixtures
Centennial Electric LLC	No, Grand Ledge, MI	\$45,895.00
Airport Lighting Employee Owned LLC	No, Lansing (Eaton Cty)	\$49,200.00
J. Ranck Electric, Inc.	No, Macomb, MI	\$49,961.00
FD Hayes Electric	Yes, Ingham	\$58,481.00
Rauhorn Electric, Inc.	No, Mt. Pleasant MI	\$139,729.12

You are now ready to complete the final steps in the process: 1) Evaluate the submissions based on the criteria established in the RFP; 2) confirm funds are available; 3) submit evaluation to the Purchasing Department with your recommendation; 4) write a memo of explanation; and, 5) prepare a resolution for Board approval.

For construction projects over \$10,000 preconstruction meetings are required. Please make sure the Purchasing Department is invited and is able to attend such meetings to ensure all contractors are in compliance with prevailing wages and proper bonding.

This Memorandum is to be included with your memo and resolution submission to the “resolutions group” as acknowledgement of the Purchasing Department’s participation in the proposal process.

If I can be of further assistance, please email jhudgins@ingham.org

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AWARDING A CONTRACT TO CENTENNIAL ELECTRIC, LLC FOR
EXTERIOR LIGHT POLES AND LED LIGHT FIXTURE REPLACEMENT IN THE
HUMAN SERVICES BUILDING PARKING LOT**

WHEREAS, ten (10) 25-foot-long parking lot light poles and two (2) 39-foot-round tapered steel light poles have deteriorated over time to the point of causing a safety hazard and need to be replaced; and

WHEREAS, twelve (12) LED light fixtures will also be replaced; and

WHEREAS, Wolverine Engineers & Surveyors, Inc. were hired to perform preliminary design and construction services and based on reference checks and bid amount, they have recommended Centennial Electric, LLC for exterior light pole and LED light fixture replacement; and

WHEREAS, both the Purchasing and Facilities Departments agree that a contract be awarded to Centennial Electric, LLC who submitted the lowest responsive and responsible bid in the amount of \$43,975.00; and

WHEREAS, the Facilities Department is asking for an \$8,500.00 contingency for any unforeseen circumstances that may arise; and

WHEREAS, funds for this project are available within the approved CIP Line Item #631-23304-931000-6FC06 which has a current balance of \$229,960.00.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes awarding a contract to Centennial Electric, LLC, PO Box 56, Grand Ledge, Michigan, 48837 to replace ten (10) 25-foot-long light poles, two (2) 39-foot-round tapered steel light poles as well as twelve (12) LED light fixtures in the Human Services Building parking lot for a not to exceed total cost of \$52,475.00 which includes the requested \$8,500.00 contingency.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary documents that are consistent with this resolution and approved as to form by the County Attorney.

Agenda Item 2

TO: Board of Commissioners, County Services Committee, and Finance Committee
FROM: Deb Fett, CIO
DATE: 11/01/2016
SUBJECT: Resolution – Datacenter UPS Replacement - Engineering

BACKGROUND

Ingham County currently has a large uninterruptible power supply (UPS) device controlling the electrical for our main datacenter. This device ensures our infrastructure remains operational should a power failure occur so the site can continue operation until the generator power kicks in, while also providing consistent filtered power. Although batteries have been replaced already, over time they will completely fail and be unable to recover. To prevent that total breakdown, it behooves us to replace them while there is no crisis. As ITD does not have the skills in house to create a blah RFP for replacement, we will need to contract with an electrical engineer to draft an RFP that completely suits our needs.

ALTERNATIVES

Following due process requirements, an RFP was released and bids were received for the engineering services requested. The bidders were:

Geotech	\$8,455.00
Matrix	\$14,500.00
MacMillan & Associates	\$9,000.00
Wm Kibbe & Associates	\$10,850.00
FTC&H	\$29,300.00
Integrated Architecture	\$20,545.00
Comprehensive Eng.	\$8,750.00

FINANCIAL IMPACT

The funding for the \$9,000.00 quote will come from the County’s Innovation and Technology Department’s Network Hardware Fund #636-25810-932032.

OTHER CONSIDERATIONS

MacMillan & Associates was chosen they have not only provided a reasonable cost, but also provided a workable timeline and project outline. In addition, they have worked with Ingham County on previous successful projects including the primary electric and emergency generator at the building in question.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the contract for MacMillan & Associates for engineering services to replace our UPS for our main datacenter.

Agenda Item 2

TO: Deb Fett, IT Director

FROM: James Hudgins, Director of Purchasing
jhudgins@ingham.org

DATE: September 26, 2016

RE: Memo of performance for Request for Proposal (RFP) No. 155-16: Professional Electrical Engineering Services for the Replacement of an Uninterruptible Power Supply (UPS)

Per your request, the Purchasing Department sought proposals from qualified and experienced qualified professional engineering firms or individuals for the purpose of providing electrical engineering services for the replacement of an uninterruptible power supply (UPS) in the Data Center of the Ingham County Information Technology (IT) Department.

The RFP was advertised in the Lansing State Journal, The Chronicle and posted on the Ingham County Purchasing Department website.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendor invited to propose	147	35
Vendor attending pre-bid/proposal meeting	8	3
Vendors responding	7	3

Vendors not responding

Preventive Maintenance Technologies LLC, Wixom, MI: PM Technologies does not employ an engineer on their staff at this time, so will be unable to provide the services you are requesting.

The following grid is summary of the vendors' costs:

Vendor Name	Local Pref	Phase I	Phase II	Grand Total
Geotech Inc.	No, Grand Rapids	\$2,895.00	\$5,560.00	\$8,455.00
Comprehensive Engineering	No, Grand Rapids	\$6,000.00	\$2,750.00	\$8,750.00
MacMillian & Assoc. Consulting Engineers	No, Bay City	\$5,500.00	\$3,500.00	\$9,000.00
Wm A. Kibbe & Assoc. Inc.	Yes, Lansing	\$3,150.00	\$7,700.00	\$10,850.00
Matrix Consulting Engineers Inc.	Yes, Lansing	\$12,500.00	\$2,000.00	\$14,500.00
FTC&H Inc.	Yes, Lansing	\$6,150.00	\$23,150.00	\$29,300.00
Integrated Architecture LLC	No, Grand Rapids	\$10,825.00	\$9,695.00	\$20,545.00

You are now ready to complete the final steps in the process: 1) Evaluate the submissions based on the criteria established in the RFP/ITB; 2) confirm funds are available; 3) submit evaluation to the Purchasing Department with your recommendation; 4) write a memo of explanation; and, 5) prepare a resolution for Board approval.

This Memorandum is to be included with your memo and resolution submission to the “resolutions group” as acknowledgement of the Purchasing Department’s participation in the proposal process.

If I can be of further assistance, please email jhudgins@ingham.org

**INGHAM COUNTY PURCHASING DEPARTMENT
RECORD OF BID/PROPOSAL OPENING**

OPENING STAMP: 09/21/16 AM 11:00 PUR

PACKET # 155-16 A/E Services for UPS Replacement

Attendees: None

VENDOR NAME	LOCAL PREF	Phase I	Phase II	Grand Total	TIME STAMP
Geotech	No, Grand Rapids	\$2,895.00	\$5,560.00	\$8,455.00	09/20/2016 AM 10:06 PUR
Matrix	Yes, Lansing	\$12,500.00	\$2,000.00	\$14,500.00	09/20/16 PM 3:06 PUR
MacMillian & Assoc.	No, Bay City	\$5,500.00	\$3,500.00	\$9,000.00	09/21/16 AM 7:37 PUR
Wm Kibbe & Assoc	Yes, Lansing	\$3,150.00	\$7,700.00	\$10,850.00	09/21/16 AM 7:37 PUR
FTC&H	Yes, Lansing	\$6,150.00	\$23,150.00	\$29,300.00	09/21/16 AM 8:15 PUR
Integrated Architecture	No, Grand Rapids	\$10,825.00	\$9,695.00	\$20,545.00	09/21/16 AM 9:47 PUR
Comprehensive Eng.	No, Grand Rapids	\$6,000.00	\$2,750.00	\$8,750.00	09/21/16 AM 10:11 PUR

Recorder: Julie Buckmaster

Witness James Hudgins

Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE UPS REPLACEMENT ENGINEERING SERVICES

WHEREAS, the Uninterruptable Power Supply (UPS) is a critical component to the Ingham County network and is located in the Ingham County Data Center; and

WHEREAS, it provides power to all computers and equipment in the Ingham County Data Center in the case of a power failure; and

WHEREAS, the device in question has been in place for numerous years and is in need of replacement; and

WHEREAS, ITD utilized the RFP process to obtain bids from multiple vendors for electrical engineering assistance in creating specifications for replacing the main datacenter UPS; and

WHEREAS, the County has successfully used MacMillan & Associates for numerous projects in the past; and

WHEREAS, the contract has a not to exceed cost of \$9,000.00.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the contracting of engineering services with MacMillan & Associates for assisting with the UPS replacement at our datacenter in the amount not to exceed \$9,000.00.

BE IT FURTHER RESOLVED, that the total cost will be paid out of the county's Network Fund #63625810-932030.

BE IT FURTHER RESOLVED, that the Controller is authorized to make any necessary budget adjustments.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any contract documents consistent with this resolution and approved as to form by the County Attorney.

Agenda Item 3

TO: Ingham County Board of Commissioners County Services Committee

FROM: Sandra Gower, Economic Development Coordinator

DATE: November 1, 2016

SUBJECT: Set Public Hearing for Elevation at Okemos Pointe Brownfield Plan
For the meeting agenda of November 15, 2016

BACKGROUND

On October 14, 2016 the Ingham County Brownfield Authority (ICBRA) approved a Brownfield Plan for the Elevation at Okemos Pointe in Meridian Charter Township. This project is a mixed-use development on Jolly Road between Okemos Road and Hagadorn Road. Pursuant to PA 381 of 1996 as amended, both Meridian Charter Township and the Ingham County Board of Commissioners are required to hold a public hearing on the proposed Brownfield before the plan is approved. The Brownfield Plan must be adopted by both the Board of Commissioners and Meridian Charter Township Board.

OTHER CONSIDERATIONS

The Meridian Charter Township Board held a public hearing on the plan on October 18, 2016. Per their discussions at that meeting, they will be proposing some amendments to the plan and are expected to vote on the plan, with amendments, at their November 1, 2016 meeting. The plan amendments will be reviewed by the ICBRA at its meeting on November 18, 2016. The ICBRA will make its recommendations to the Board of Commissioners after reviewing the changes. The plan will be presented to County Services Committee on December 6, 2016 and Finance Committee on December 7, 2016.

RECOMMENDATIONS

I respectfully recommend approval of the attached resolution setting a public hearing for the Elevation at Okemos Pointe Brownfield Plan for December 13, 2016 at 6:30 PM.

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION SETTING A PUBLIC HEARING FOR A BROWNFIELD PLAN
FOR THE ELEVATION AT OKEMOS POINTE
2360 JOLLY ROAD (PORTION); 2398 JOLLY ROAD (PORTION); 2350 JOLLY OAK ROAD
(PORTION); 2360 JOLLY OAK ROAD; 2362 JOLLY OAK ROAD
MERIDIAN CHARTER TOWNSHIP, MICHIGAN**

WHEREAS, the Ingham County Board of Commissioners created the Ingham County Brownfield Redevelopment Authority (ICBRA) in September 2001 (Resolution #01-279) pursuant to PA 381 of 1996, as amended (the Act) in order to promote the redevelopment of environmentally distressed, functionally obsolete, and/or blighted areas of the County; and

WHEREAS, the ICBRA recommends approval of a Brownfield Plan to redevelop deteriorating, contaminated properties in Meridian Charter Township, Michigan, identified with Tax ID Numbers 33-02-02-33-376-010 (portion); 33-02-02-33-353-015 (portion); 33-02-02-33-329-002 (portion); 33-02-02-33-376-011; 33-02-02-33-376-012; and 33-02-02-33-329-100 (portion) containing approximately 37.29 acres into a mixed-use development with 398 apartment units, 6,214 gross square feet of commercial space, 20,000 square feet community market and food innovation district which will increase the taxable value and create approximately 200 new full time jobs; and

WHEREAS, the description of the Property along with any maps and the Brownfield (finance) Plan are available for inspection at the office of the ICBRA, Hilliard Building, 121 E. Maple Street, Room 104, Mason, MI 48854; and

WHEREAS, pursuant to the Act the Board of Commissioners is required to hold a public hearing on the approval and adoption of the Brownfield Plan and to publish the notice in accordance with the Act.

THEREFORE BE IT RESOLVED, a public hearing shall be set for December 13, 2016 at 6:30 PM in the Board of Commissioners' Room, Ingham County Courthouse, Mason, MI to hear any interested persons on the adoption of a resolution approving the Brownfield Plan called Elevation at Okemos Pointe in Meridian Charter Township, Michigan.

BE IT FURTHER RESOLVED, that pursuant to the Act, notice of the public hearing shall be provided to taxing jurisdictions that levy taxes subject to capture under the Act and shall give notice to the public by causing notice to be published in a newspaper of general circulation in the County before the date set for the public hearing.

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE THE SPECIAL AND ROUTINE PERMITS
FOR THE INGHAM COUNTY ROAD DEPARTMENT**

WHEREAS, as of July 23, 2013, the Ingham County Department of Transportation and Roads became the Ingham County Road Department per Resolution #13-289; and

WHEREAS, the Ingham County Road Commission periodically approved Special and Routine permits as part of the their roles and responsibilities; and

WHEREAS, this is now the responsibility of the Board of Commissioners to approve these permits as necessary.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the attached list of Special and Routine Permits dated November 1, 2016 as submitted.

INGHAM COUNTY ROAD DEPARTMENT

DATE: November 1, 2016

LIST OF CURRENT PERMITS ISSUED

<u>R/W PERMIT#</u>	<u>R/W APPLICANT /CONTRACTOR</u>	<u>R/W WORK</u>	<u>R/W LOCATION</u>	<u>R/W CITY/TWP.</u>	<u>R/W SECTION</u>
2016-649	CONSUMERS ENERGY	GAS	SKYLINE DR & MARGATE LN	MERIDIAN	5
2016-652	COMCAST	CABLE / UG	LITTLE HICKORY DR & SANIBEL HOLLOW	DELHI	9
2016-653	K FEDEWA BUILDERS INC	WALKWAY CONST.	WILLOUGHBY RD & WINTERBERRY LN	DELHI	11
2016-658	CITY OF LESLIE	SPECIAL EVENT	VARIOUS	LESLIE	
2016-659	AT & T	CABLE / UG	BELLE CHASE WAY & DUNCKEL RD	DELHI	2
2016-662	LBWL	WATERMAIN	HOLT RD & DEPOT DT	DELHI	13
2016-665	DAN & ANNETTE DAVIS	LAND DIVISION	WILLIAMSTON RD & MITCHELL RD	WILLIAMSTOWN	25
2016-666	J.H. CONSTRUCTION	WALKWAY CONST	DELHI COMMERCE DR	DELHI	15
2016-667	BOB WORGUL	STORM	WAVERLY RD	LANSING	6
2016-668	CONSUMERS ENERGY	GAS	OKEMOS RD & HERITAGE AVE	MERIDIAN	31
2016-671	CONSUMERS ENERGY	GAS	KINNEVILLE RD & GALE RD	ONONDAGA	18
2016-672	CONSUMERS ENERGY	GAS	BISHOP RD	DELHI	7
2016-673	CONSUMERS ENERGY	GAS	MAPLE ST & HOLT RD	DELHI	23
2016-674	CONSUMERS ENERGY	GAS	ZIMMER RD & JOANN LN	WILLIAMSTOWN	34
2016-675	CONSUMERS ENERGY	GAS	HARPER RD & EIFERT RD	DELHI	28
2016-676	CONSUMERS ENERGY	GAS	DOBIE RD & WILLOUGHBY RD	ALAIEDON	10
2016-677	COMCAST	CABLE / UG	WAVERLY RD & MICHIGAN AVE	LANSING	13
2016-678	ACD.NET	CABLE / UG	HOLT RD	DELHI	19
2016-679	MERIDIAN TOWNSHIP	MISCELLANEOUS	HASLETT RD	MERIDIAN	8
2016-680	CONSUMERS ENERGY	GAS	TOLLAND AVE & MAIN ST	DELHI	15
2016-683	WIDOPENWEST	CABLE / UG	HOWELL RD & HAGADORN RD	VEVAY	4
2016-684	LBWL	WATERMAIN	COLLEGE RD & HOLT RD	ALAIEDON	19
2016-685	CONSUMERS ENERGY	ELECTRIC / UG	JARCO DR	DELHI	14
2016-686	CONSUMERS ENERGY	GAS	BROGAN RD & MORTON RD	STOCKBRIDGE	23
2016-687	CONSUMERS ENERGY	ELECTRIC / UG	SHAWNEE TR & OKEMOS RD	MERIDIAN	21
2016-688	CONSUMERS ENERGY	GAS	VAN ATTA RD & TIHART RD	MERIDIAN	13

2016-689	CONSUMERS ENERGY	GAS	MAIN ST & OLD LANSING RD	LANSING	19
2016-692	COMCAST	CABLE / UG	BONANZA DR & TRAILS END	MERIDIAN	35
2016-693	MUNS DIRECTIONAL BORING	SANITARY	COLLEGE RD & JOLLY RD	MERIDIAN	31
2016-694	MICHIGAN STATE UNIVERSITY	CABLE / UG	COLLEGE RD & FOREST RD	MERIDIAN	30, 31
2016-695	COMCAST	CABLE / UG	MARSH RD	MERIDIAN	15
2016-696	CONSUMERS ENERGY	GAS	AURELIUS RD	DELHI	22
2016-697	CONSUMERS ENERGY	GAS	BUENA PKWY	MERIDIAN	10
2016-698	CONSUMERS ENERGY	GAS	CHESTER RD	LANSING	11
2016-699	CONSUMERS ENERGY	GAS	REED ST	DELHI	17
2016-700	CONSUMERS ENERGY	GAS	THORBURN ST	DELHI	14
2016-701	CONSUMERS ENERGY	GAS	SKYLINE DR	MERIDIAN	5
2016-702	CONSUMERS ENERGY	GAS	COLUMBIA RD & EIFERT RD	AURELIUS	8
2016-706	COMCAST	CABLE / OH & UG	CEDAR ST & AURELIUS RD	DELHI	15
2016-709	AT & T	CABLE / UG	LAKE LANSING RD & KERRY ST	LANSING	2
2016-710	CONSUMERS ENERGY	GAS	WILLOUGHBY RD & AURELIUS	DELHI	18
2016-711	BRYAN MILLER	WALKWAY CONST.	CREEK LANDING	MERIDIAN	10

MANAGING DIRECTOR: _____

MEMORANDUM

TO: County Services and Finance Committees

FROM: Robert Peterson, Director of Engineering
Road Department

DATE: October 31, 2016

SUBJECT: Okemos Road and Jolly Road Maintenance of Traffic (MOT) and Signal Timing
Professional Engineering Services

The Ingham County Road Department (ICRD) received state and federal funding to reconstruct the Okemos Road and Jolly Road intersection as Phase 2 of the Jackson National Life Insurance (JNL) road improvements. The grant is for road construction to accommodate traffic generated as a result of the JNL \$100M office expansion project. The reconstruction work includes grade modifications, installation of northbound, southbound, and eastbound right turn lanes and new signalization.

Preliminary maintenance of traffic (MOT) scoping suggests that during the intersection's reconstruction, left turn movements will need to be restricted or eliminated at the Okemos Road and Jolly Road intersection. All left turn movements would then be moved to side roads with possible temporary signals where the side roads intersect with Okemos Road and Jolly Road. Consulting services are needed to model and design these types of complex MOT plans as well as temporary and permanent signal timing as the road department does not have the capability to perform this work internally.

The Purchasing Department solicited proposals from Michigan Department of Transportation (MDOT) pre-qualified design consultants to provide professional engineering services, for the Okemos Road and Jolly Road MOT and Signal Timing Project, and received two (2) proposals. The proposed fees submitted were \$38,900 and \$39,750. ICRD and Purchasing Department staff reviewed the proposals for adherence to county purchasing requirements, proposed scope of work, similar project experience, and overall value to the county.

Based on the review, the Road Department recommends that Bergmann Associates, Inc. of Lansing, Michigan, be retained to provide the requested professional services for a not-to-exceed fee of \$39,750. Although both proposals were excellent and both firms are qualified to perform the work, the Bergmann proposal is recommended rather than the RS Engineering proposal because Bergmann performed the initial traffic modeling for JNL to secure the state grant, thus we assume Bergman will be able to complete the work more expediently, and their proposed fee is within 2.2% of the low bid.

The Road department's adopted 2016 and 2017 budgets have funds to cover this expenditure.

I respectfully recommend that the Board of Commissioners adopt the attached resolution and accept the professional engineering services proposal from Bergmann Associates, Inc.

TO: Robert Peterson, Road Department

FROM: James Hudgins, Director of Purchasing

DATE: October 28, 2016

RE: Memo of performance for RFP No. 194-16: Okemos Road and Jolly Road MOT and Signal Timing Project.

Per your request, the Purchasing Department sought proposals from qualified and experienced engineering firms for the purpose of entering into a contract to provide professional engineering consulting services for the Okemos Road and Jolly Road MOT and Signal Timing Project.

The RFP was advertised in the Lansing State Journal and posted on the following sites: Michigan Infrastructure and Transportation Association (MITA); Michigan Infrastructure and Transportation Association Disadvantaged Business Enterprises (MITA-DBE); County Road Association of Michigan (CRAM); and Ingham County Purchasing Department.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendor invited to propose	94	27
Vendors responding	2	0

The following grid is a summary of the vendor's cost:

VENDOR NAME	LOCAL PREF	TOTAL:
RS Engineering	No, Eaton County	\$38,900.00
Bergmann Associates	No, Eaton County	\$39,750.00

DLZ, Lansing, MI: At this time, we cannot meet the schedule as defined in the RFP documents.

You are now ready to complete the final steps in the process: 1) Evaluate the submissions based on the criteria established in the RFP; 2) confirm funds are available; 3) submit evaluation to the Purchasing Department with your recommendation; 4) write a memo of explanation; and, 5) prepare a resolution for Board approval.

This Memorandum is to be emailed with your memo and resolution submission to "Resolutions" as acknowledgement of the Purchasing Department's participation in the proposal process.

If I can be of further assistance, please do not hesitate to contact me by e-mail at jhudgins@ingham.org or by phone at 676-7309.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE AN
OKEMOS ROAD AND JOLLY ROAD MAINTENANCE OF TRAFFIC AND SIGNAL TIMING
PROFESSIONAL ENGINEERING SERVICES CONTRACT
WITH BERGMANN ASSOCIATES, INC.**

WHEREAS, the Ingham County Road Department received state and federal funding to reconstruct the Okemos Road and Jolly Road intersection as Phase 2 of the Jackson National Life Insurance (JNL) road improvements; and

WHEREAS, Ingham County Purchasing Department solicited proposals from Michigan Department of Transportation pre-qualified design consultants to provide professional engineering services for the Okemos Road and Jolly Road MOT and Signal Timing Project; and

WHEREAS, per RFP #194-16 the Purchasing Department advertised for professional engineering services for the Okemos Road and Jolly Road MOT and Signal Timing Project and received two (2) proposals; and

WHEREAS, Road Department and Purchasing Department staff reviewed the proposals for adherence to county purchasing requirements, proposed scope of work, similar project experience, and overall value to the county; and

WHEREAS, the Road Department recommends that the Board of Commissioners retain Bergmann Associates, Inc. to provide the professional engineering services for the not-to-exceed fee of \$39,750.

THEREFORE, BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a professional services contract with Bergmann Associates, Inc. 7050 West Saginaw Highway, Suite 200, Lansing, Michigan, based on its Okemos Road and Jolly Road MOT and Signal Timing Project Professional Engineering Services Proposal dated October 28, 2016, for the not-to-exceed fee of \$39,750.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is hereby authorized to sign any necessary contract documents consistent with this resolution, on behalf of the County, after approved as to form by the County Attorney.

Introduced by the Human Services, County Services, and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO PROVIDE FUNDING FOR LOW INCOME TAX PREPARATION

WHEREAS, the Asset Independence Coalition (AIC), under the umbrella of the Power of We Consortium (Ingham County Human Services Collaborative), coordinates a Volunteer Income Tax Assistance (VITA) income tax preparation program for low and moderate income citizens; and

WHEREAS, the group has successfully assisted thousands of low and moderate income taxpayers and helped achieve refunds over several million dollars, including substantial amounts from the Earned Income Tax Credit; and

WHEREAS, these efforts continue to need a coordinator position hosted and administered by the United Way; and

WHEREAS, the request for this base funding is being made to the Counties of Clinton, Eaton and Ingham and the City of Lansing; and

WHEREAS, these efforts assist the economic condition of low and moderate income citizens and income tax refunds to this group of citizens facilitates payment of delinquent property taxes owed to Ingham County.

THEREFORE BE IT RESOLVED, that the County Board of Commissioners authorizes funding for the AIC's VITA coordination efforts in 2017 of \$12,500 from the Delinquent Tax Administration fund (516-25601).

BE IT FURTHER RESOLVED, that the County Controller/Administrator is directed to make all necessary budget adjustments consistent with this resolution to strengthen the capacity within Ingham County for low and moderate income tax preparation assistance and asset building.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any necessary contracts upon approval as to form by the County Attorney.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be forwarded to all local taxing authorities in Ingham County.

Introduced by the Human Services, County Services, and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO CONTRACT WITH CAPITAL AREA COMMUNITY SERVICES TO PROVIDE FUNDING FOR FUEL ASSISTANCE ADMINISTRATION

WHEREAS, Ingham County and its residents have been hit hard by the housing & economic crisis; and

WHEREAS, metered and deliverable fuel assistance funded through the Michigan Energy Assistance Program helps almost 500 Lansing and rural Ingham residents equally; and

WHEREAS, the Ingham County Treasurer continuously works to improve the outcome for families facing the negative impact of poverty and tax foreclosure through financial education, counseling and connections to the Social Services safety net; and

WHEREAS, the Fuel Assistance Program through professional staff at Capital Area Community Services (CACS) has increased in complexity and faces current year severe funding cutback by the State of Michigan for staff; and

WHEREAS, in Fiscal Year 2015 the efforts of CACS helped 477 households allowing low income citizens to remain comfortable in their homes; and

WHEREAS, the Treasurer's Office has witnessed the value of the layered services through CACS and is looking for its staff to coordinate fuel assistance and financial literacy outreach to tax delinquent property owners and renters throughout Ingham County; and

WHEREAS, this fuel assistance staffing crisis will demand programmatic changes in future years to make the program sustainable and this funding will provide the flexibility to find a way forward without limiting the fuel assistance to Ingham County Citizens.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the County Treasurer to contract with CACS for 2016-2017, to provide staff support for their Fuel Assistance Program in the amount of \$30,000 to be taken from the delinquent tax fund.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary documents after approval as to form by the County Attorney.

Introduced by the Human Services, County Services, and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO CONTRACT WITH CAPITAL AREA COMMUNITY SERVICES TO TAKE CLIENT REFERRALS FROM INGHAM COUNTY TREASURER

WHEREAS, Ingham County and its residents have been hit hard by the housing & economic crisis; and

WHEREAS, property tax forfeiture and foreclosure continues to impact historically high numbers of households across the county; and

WHEREAS, the Ingham County Treasurer continuously works to improve the outcome for families facing the negative impact of tax foreclosure through financial education, counseling and connections to Social Services Agencies; and

WHEREAS, the Financial Literacy Program through professional counseling staff at Capital Area Community Services has implemented the one-on-one service delivery counseling; and

WHEREAS, in 2016 these efforts helped a number of clients achieve improved credit, debt reduction and savings increases and are now able to remain in their homes; and

WHEREAS, the Treasurer's Office has witnessed the value of the Financial Literacy & Empowerment and can help more people with dedicated staff to reach tax delinquent property owners throughout Ingham County; and

WHEREAS, without the foreclosure prevention funding the Capital Area Community Services would not be able to deliver these proven results.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the County Treasurer to contract with Capital Area Community Services for 2016-2017, to refer clients who have been effected by tax forfeiture in the amount of \$100,000 to be taken from the delinquent tax fund.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary documents after approval as to form by the County Attorney.

Introduced by the Human Services, County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO CONTRACT WITH CAPITAL AREA COMMUNITY SERVICES AND LEGAL SERVICES OF SOUTH CENTRAL MICHIGAN TO PROVIDE FUNDING FOR AN EVICTION DIVERSION PROGRAM IN THE 54A DISTRICT FOR CERTAIN TAX DELINQUENT PROPERTIES IN LANSING

WHEREAS, Ingham County and its residents in Lansing have been especially hit hard by the housing & economic crisis; and

WHEREAS, there are a number of properties impacted by tax foreclosure as a result of non-payment of rent by the tenant occupants; and

WHEREAS, the Ingham County Treasurer continuously works to improve the outcome for families facing the negative impact of poverty and tax foreclosure through financial education, counseling and connections to the Social Services safety net; and

WHEREAS, the Department of Health and Human Services(DHHS), Legal Services of South Central Michigan(LSSCM) and Capital Area Community Services(CACS) have a track record of helping tenants avoid eviction and the negative impacts on the families and properties; and

WHEREAS, the eviction diversion program has been running in the 55th District Court in Mason, but not in Lansing which experiences five times the incidence of eviction; and

WHEREAS, the Treasurer's Office has witnessed the value of collaborative efforts between DHHS, LSCCM and CACS to tax delinquent property owners and renters throughout Ingham County as it concerns the prevention of tax foreclosure; and

WHEREAS, eviction diversion efforts can be linked with consumer protection efforts for predatory Land Contracts to better understand the rental and land contract situation in Lansing; and

WHEREAS, a program in the 54A District Court would stabilize tenant and the landlord financial standing by linking efforts to Financial Literacy and also lessen the incidence of tax foreclosure and eviction.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the County Treasurer to contract with CACS and LSSCM for 2016-2017, to provide support for a pilot Eviction Diversion Program in the 54A District Court in the amount of \$30,000 to be taken from the delinquent tax fund. Funding to be split according to agreement of both parties in accordance with staffing levels and existing County support.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign any necessary documents after approval as to form by the County Attorney.

TO: County Services and Finance Committees
FROM: Travis Parsons, Human Resources Director
DATE: October 20, 2016
SUBJECT: Resolution Approving Modifications to the 2016 Managerial and Confidential Employee Personnel Manual

BACKGROUND

The County Services Committee reviewed and discussed the current language in the Managerial and Confidential Employee Personnel Manual specifically regarding Section k, Severance Pay. The Committee explored the historical language and process changes that have taken place since the inception of the employee manual in 1982. Questions and concerns arose regarding the application of this section and the approval process of salary and fringe benefit continuation in conjunction with resignation agreements and comprehensive waivers of claim.

Between 1982 and 1999, severance for reasons other than layoff required the request be approved by the Administrative Services/Personnel Committee and in all cases; any extension of this benefit up to an additional 6 months had to be approved by the Committee. The language was changed, beginning in the 2000 Managerial and Confidential Employee Personnel Manual, eliminating the practice of seeking approval for the initial term of salary and benefit continuation.

At the last County Services Committee meeting, revised language was proposed for consideration which reintroduced the authorization process by the County Services Committee for the initial provision of up to six (6) months of severance for reasons other than layoff and maintained the approval by Committee of any extension thereof.

In addition, the proposed language changes clearly establish the requirements for execution to include a release and waiver agreement, approved by Corporation Counsel, signed by the affected employee and the Chairperson of the Board of Commissioners.

The County Services Committee requested the County Attorney research and provide clarification regarding the possible need for the release and waivers agreements that include severance to be approved by the full Board of Commissioners prior to executing the agreements. A representative from Corporation Counsel will be available to address these questions.

ALTERNATIVES

To take no action and the practice, as outlined in the personnel manual, will remain status quo.

FINANCIAL IMPACT

No measurable financial impact.

OTHER CONSIDERATIONS

None

RECOMMENDATION

To comport with the desire of the current Board of Commissioners, I respectfully recommend approval of the attached resolution approving modifications to the 2016 Managerial and Confidential Employee Personnel Manual.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPROVING MODIFICATIONS TO THE
2016 MANAGERIAL AND CONFIDENTIAL EMPLOYEE PERSONNEL MANUAL**

WHEREAS, the Board approved the 2016 Managerial and Confidential Employee Personnel Manual per resolution #15-469; and

WHEREAS, it is necessary to amend the 2016 Managerial/Confidential Employee Personnel Manual.

THEREFORE BE IT RESOLVED, the Ingham Board of Commissioners hereby approves the following amendment to the 2016 Managerial and Confidential Employee Personnel Manual:

Change in language under Section K, Severance Pay, subsection 3:

a. Subject to the provisions stated herein, if a manager or confidential employee is laid off due to elimination of his/her position **and if alternate job placement in a County position has not been successful**, the Employer will continue that person's salary, health insurance, life insurance and dental insurance coverage for one (1) month for each **continuous** year of service to a maximum of six (6) months. The salary payments will be made on a bi-weekly basis, and continue for the period of time stated above provided the employee does not obtain other employment, nor receive unemployment compensation during that time. **The salary continuation will not include contributions to MERS retirement and the employee will receive no service credit under the MERS Plan subsequent to the date of separation.** This compensation may be extended, as well as the above fringe benefits, at the sole discretion of the County Services Committee up to an additional six (6) months for those employed ten (10) or more **continuous** years. The above payments will be subject to normal tax withholdings. **Prior to any such payment, a release and waiver agreement, approved by Corporation Counsel, must be executed by the affected employees and the Chairperson of the Ingham County Board of Commissioners.**

b. A Manager or Confidential employee's employment and compensation can be terminated for any reason, at any time, at the option of either the Employer or employee. If a Manager or Confidential employee's employment is terminated by the Employer and his/her termination from employment is for other than death, retirement, or involuntary discharge, the Manager or Confidential employee may be provided one (1) month's continuation of salary, health insurance, life insurance and dental insurance coverage for each **continuous** year of service to a maximum of six (6) months of severance compensation. Payments will be made on a bi-weekly basis, subject to normal withholding of taxes. **The County Services Committee must authorize such compensation.** In addition, such salary and fringe benefit continuation is subject to and contingent upon the employee not being employed elsewhere, nor receiving unemployment compensation during that time. **The salary continuation will not include contributions to MERS retirement and the employee will receive no service credit under the MERS Plan subsequent to the date of separation.** This compensation may be extended, as well as the above fringe benefits, at the sole discretion of the County Services Committee up to an additional six (6) months for those employed ten (10) or more **continuous** years. The decision to grant or deny an extension of benefits is within the sole discretion of the County Services Committee. **Prior to any such payment, a release and waiver agreement, approved by Corporation Counsel, must be executed by the affected employees and the Chairperson of the Ingham County Board of Commissioners.**

BE IT FURTHER RESOLVED, that the amendment to the Managerial and Confidential Employee Personnel Manual will be effective immediately upon approval of this resolution by the Board of Commissioners.

TO: Board of Commissioners County Services Committee
FROM: Travis Parsons, Human Resources Director
DATE: October 31, 2016
SUBJECT: LOU – OPEIU Local #512, Technical Clerical Unit
County Services November 15th Agenda

BACKGROUND

During discussion with the bargaining units at the Road Department, it was discovered that the current language (Article 17) contained in the collective bargaining agreements (CBA) was not clear regarding the bank of floating holidays and vacation bonus time provided to new hires. The discussion arrived at a solution regarding proration.

The AFSCME unit at the Road Department was still engaged in negotiations when this issue was resolved and therefore it was added to the collective bargaining agreement. The OPEIU unit's CBA was complete and the Letter of Understanding (LOU) to address this issue would be sufficient until it can be captured in the future successor bargaining agreement.

ALTERNATIVES

There are no alternatives. The LOU provides the necessary clarification and modification of the CBA.

FINANCIAL IMPACT

There is no financial impact.

OTHER CONSIDERATIONS

Through the meet and confer process, all parties agreed to the arrangement and captured the agreement in the proposed LOU. Attached is the email confirmation of the Union's agreement to the LOU.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing the Letter of Understanding between the Employer and OPEIU regarding the clarification and modification of Article 17 – Leave Time in the current collective bargaining agreement.

From: [Swanson, Mark](#)
To: [Conklin, William](#); [Shareef, Rahman](#)
Cc: [Parsons, Travis](#); [Aaron Sanders \(aksanders4@att.net\)](#)
Subject: RE: LOU re OPEIU Tech/Clerical new employee pro-rated vacation bonus and floating holiday leave credit
Date: Tuesday, November 01, 2016 10:16:15 AM

Bill Conklin,

Thank you for extending the offer of prorated vacation bonus time and floating holidays to newly hired employees. The opportunity to present this to the bargaining group as an appropriate compliment to the departing employees language has been well received. The bargaining group, OPEIU Local 512 Technical / Clerical Unit, supports the language in the Letter of Understanding as presented.

Thank you again for the offer.

Mark Swanson
OPEIU Local 512 – Steward
Ingham County Road Department
P.O. Box 38
Mason, MI 48854
(517) 676-9722 ext. 314

From: Conklin, William
Sent: Tuesday, October 25, 2016 2:35 PM
To: Swanson, Mark; Shareef, Rahman
Cc: Parsons, Travis
Subject: LOU re OPEIU Tech/Clerical new employee pro-rated vacation bonus and floating holiday leave credit

Mark, Rahman,

The attached LOU has been drafted and is proposed to credit new or departing OPEIU Technical/Clerical bargaining unit employees with pro-rated vacation bonus and floating holiday leave time based on their employment period in given first or last year of employment. This proposes language that was placed in the 2016-17 AFSCME contract.

This would enable new employees such as Tom Wiles and Scott Irer to receive leave time equal to the pro-rated vacation bonus (max 28 hours) and floating holiday (max 16 hours in lieu of the former Presidents Day and New Year's Eve holidays) based on their start of employment.

Please advise if this is agreeable with the OPEIU Technical/Clerical bargaining unit, and if so please print, sign, and return the attached LOU, or let us know any questions or comments.

Thank-you,
Bill Conklin

LETTER OF UNDERSTANDING BETWEEN
COUNTY OF INGHAM (Employer)
AND
OPEIU LOCAL #512 (Union)

WHEREAS, the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan (the "Employer") and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, TECHNICAL CLERICAL UNIT (the "Union") have agreed to a collective bargaining agreement from January 1, 2016, through December 31, 2017 (the "CBA");

WHEREAS, Article 17-Leave Time, Section 2, of the CBA provides in pertinent part that Employees hired on or after July 1, 2011, shall be credited with 16 hours of leave time in January of each year, in lieu of floating holidays;

WHEREAS, the Employer and the Union agree to credit employees hired into the bargaining unit on or after January 1, 2016 with leave time, in lieu of floating holidays in their first year of employment as follows:

- (a) Those new employees hired prior to President's Day, in the same calendar year, will receive a sixteen (16) hour adjustment to their leave bank.
- (b) Those new employees hired after President's Day and prior to New Year's Eve, in the same calendar year will receive an eight (8) hour adjustment to their leave bank;

WHEREAS, Article 17-Leave Time, Section 3 of the CBA, Vacation Bonus provides in pertinent part that effective the first full pay period in January of each calendar year, each full-time employee will be credited with 28 hours of vacation bonus to be used during the calendar year;

WHEREAS, the Employer and the Union agree to credit employees with 28 hours vacation bonus. Any portion of the vacation bonus hours not taken during the calendar year will be lost. This vacation bonus will not accumulate nor will it be paid upon termination. For newly hired and departing employees, vacation bonus shall be earned pro-rata, based on the employee's start or end date during the calendar year. Employees who do not remain employed for 12 months of any calendar year shall have any vacation bonus paid, deducted from their last paycheck pro-rata, based upon the total number of months worked; excluding retirees who immediately retire and are immediately eligible for benefits; and

NOW, THEREFORE, IT IS HEREBY AGREED UPON between the parties as follows:

1. The parties agree that Article 17-Leave Time, Section 2, of the CBA is hereby modified to add the following:

Newly hired employees will receive adjustments to their leave banks in their first year of employment as follows:

- (a) Those new employees hired prior to President’s Day, in the same calendar year, will receive a sixteen (16) hour adjustment to their leave bank.
 - (b) Those new employees hired after President’s Day and prior to New Year’s Eve, in the same calendar year will receive an eight (8) hour adjustment to their leave bank.
2. The parties agree that Article 17-Leave Time, Section 3, of the CBA is hereby modified to add the following:
- C. Any portion of the vacation bonus hours not taken during the calendar year will be lost. This vacation bonus will not accumulate nor will it be paid upon termination. For newly hired and departing employees, vacation bonus shall be earned pro-rata, based on the employee's start or end date during the calendar year. Employees who do not remain employed for 12 months of any calendar year shall have any vacation bonus paid, deducted from their last paycheck pro-rata, based upon the total number of months worked; excluding retirees who immediately retire and are immediately eligible for benefits
3. All other aspects of the CBA will remain in-place. It is expressly understood that this agreement shall be without precedent or prejudice for any future circumstances.

COUNTY OF INGHAM

UNION REPRESENTATIVE

 Kara Hope, Chairperson Date
 Board of Commissioners

 Mark J. Swanson Date
 Chief Steward, OPEIU Local #512

 William Conklin Date
 Managing Director – Road Department

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

 Mattis D. Nordfjord, Esq.

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPROVING A LETTER OF UNDERSTANDING WITH
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION REGARDING
PRORATION OF LEAVE TIME**

WHEREAS, an agreement was reached between representatives of Ingham County and the Office and Professional Employees International Union (OPEIU) – Technical Clerical Unit for the period January 1, 2016 through December 31, 2017; and

WHEREAS, the Employer and the Union are seeking to modify Article 17 of the current collective bargaining agreement regarding proration of leave time; and

WHEREAS, the Human Resources Department, the Road Department and the OPEIU discussed the need clarification and modification of how floating holidays and vacation bonus time is earned during the first year of employment; and

WHEREAS, the Employer and the Unions are agreeable to the attached Letter of Understanding; and

WHEREAS, the provisions of the Letter of Understanding have been approved by County Services.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the attached Letter of Understanding.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized to sign the Letter of Understanding on behalf of the County, subject to the approval as to form by the County Attorney.

DW Draft Date: 10/21/16

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION OF INTENT TO ENTER INTO
CONTRACT OF LEASE WITH INGHAM COUNTY BUILDING AUTHORITY;
TO AUTHORIZE PUBLICATION OF NOTICE OF INTENT; AND
TO DECLARE INTENT TO REIMBURSE**

At a regular meeting of the Ingham County Board of Commissioners (the "Board") held on the ____ day of _____, 2016, at ____ .m., Michigan time, in the Ingham County Courthouse in Mason, Michigan.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and seconded by Commissioner _____:

WHEREAS, the County of Ingham, Michigan (the "County") has established the Ingham County Building Authority (the "Authority") pursuant to Act 31 of the Public Acts of Michigan of 1948 (First Extra Session), as amended ("Act 31"); and

WHEREAS, the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH") has requested the County and the County deems it necessary and advisable to renovate, construct, furnish, equip and improve the existing Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan and to acquire, construct, furnish and equip an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the "Project"); and

WHEREAS, the Authority is authorized by its Articles of Incorporation and Act 31 to renovate, construct, furnish and equip the Project on behalf of the County, to finance the cost of the Project by the issuance of bonds ("Bonds") and to lease the Project to the County; and

WHEREAS, a proposed Contract of Lease, in the form attached hereto as Exhibit A (the "Lease"), providing for the lease of the Project by the County from the Authority has been presented to and reviewed by the Board; and

WHEREAS, the Lease shall not become effective until 45 days after Notice of Intent of entering into a Lease has been published in a newspaper of general circulation in the County, pursuant to Section 8b of Act 31; and

WHEREAS, it is contemplated that the County and/or the Authority will enter into a lease, amended lease, or sublease of the Project with CMH, who will be the major tenant in, occupy and maintain the Project, and pay rental with respect to the Project; and

WHEREAS, it is contemplated that the County and/or the Authority will enter into a ground lease with CMH with respect to the Site for the Project; and

WHEREAS, it is anticipated that if advances of all or a portion of the costs of the Project are made prior to the issuance of the Bonds, such advance or advances will be repaid from proceeds of the Bonds upon issuance thereof; and

WHEREAS, Section 1.150-2 of the Treasury Regulations on Income Tax (the "Reimbursement Regulations") specifies conditions under which a reimbursement allocation may be treated as an expenditure of bond proceeds, and the County intends by this resolution to qualify amounts advanced by CMH or the County or the Authority to the Project for reimbursement from proceeds of the Bonds in accordance with the requirements of the Reimbursement Regulations.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the County intends to enter into the Lease with the Authority for the renovation and construction of the Project.
2. That the Lease and the Bonds issued to finance the Project shall contain the terms and conditions as finally approved by the County and the Authority and shall be subject to the general limitations set forth in Exhibit B hereto.
3. That the Lease as presented to the Board on this date shall be maintained on file at the office of the County Clerk for public inspection together with a certified copy of this Resolution.
4. That the obligations of the County as set forth in the Lease, shall be the full faith and credit (limited tax) general obligation of the County, it being understood that any tax levied by the County to meet these obligations is a first budget obligation, subject to existing constitutional, statutory and charter tax limitations.
5. That the County Clerk is authorized and directed to publish a Notice of Intent to enter into the Lease in substantially the form attached hereto as Exhibit B, in the *Lansing State Journal*, which is hereby determined to be the newspaper reaching the largest number of persons to whom said Notice is directed.
6. The Project shall consist of the renovation, construction, furnishing, equipping and improvement of the Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan and the acquisition, construction, furnishing and equipping of an approximate 42,000 square foot addition thereto, together with associated parking.
7. The maximum principal amount of obligations expected to be issued for the Project is \$10,000,000.
8. The County hereby declares its official intent to issue Bonds to finance the costs of the Project, and hereby declares that it reasonably expects to reimburse advances to the Project as anticipated by this resolution.
9. That the County and/or the Authority shall enter into a (i) sublease, lease or agreement with CMH of the Project and, if necessary, (ii) a ground lease with CMH with respect to the Site for the Project.
10. That all resolutions and parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

IN FAVOR: _____

AGAINST: _____

ABSTENTIONS: _____

RESOLUTION ADOPTED.

I, the undersigned, the duly qualified and acting Clerk of the County of Ingham, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Ingham County Board of Commissioners at the meeting indicated, the original of which resolution is on file in my office. I further certify that notice of the meeting was given, the meeting was held and the minutes therefor were filed and will be or have been made available, all in accordance with the provisions of the Open Meetings Act, Act No. 267, Public Acts of Michigan, 1976, as amended.

Dated: _____, 2016

Barb Byrum, Ingham County Clerk

EXHIBIT A

CONTRACT OF LEASE

DW Draft Date: 10/21/16

CONTRACT OF LEASE

THIS FULL FAITH AND CREDIT (LIMITED TAX) GENERAL OBLIGATION CONTRACT OF LEASE made as of the 1st day of _____, 2016, by and between the INGHAM COUNTY BUILDING AUTHORITY (sometimes hereinafter referred to as the "Authority"), a building authority organized and existing under and pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, (sometimes hereinafter referred to as "Act 31"), and the COUNTY OF INGHAM, a county organized and existing under the Constitution and laws of the State of Michigan (sometimes hereinafter referred to as the "County").

W I T N E S S E T H:

WHEREAS, the Authority has been incorporated by the County pursuant to Act 31 for the purposes set forth in Act 31; and

WHEREAS, the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH") has requested the County to renovate, construct, furnish, equip and improve the existing Community Mental Health Building located at 812 East Jolly Road, Mason, Michigan, and has proposed that the County renovate, construct, furnish, equip and improve said facility and construct, acquire, furnish and equip an approximately 42,000 square foot addition thereto, together with associated parking (the said facility and addition hereinafter sometimes referred to as the "Project"); and

WHEREAS, it is proposed that the Authority finance all or part of the cost of the Project by the issuance of building authority bonds payable from cash rental payments by the County to the Authority pursuant to this Contract of Lease; and

WHEREAS, an estimate of [40] years and upwards as the period of usefulness of the Project and an estimate of [\$10,000,000] as the cost of the Project have been prepared and have been filed with the County Clerk and the Secretary of the Authority; and

WHEREAS, in order to provide for renovating, constructing, furnishing, equipping, improving and financing the Project and to make possible the issuance of building authority bonds to defray all or part of the cost of the Project it is necessary for the parties to enter into this Contract of Lease.

THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS AND AGREEMENTS HEREINAFTER SET FORTH, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Authority shall, as soon as practicable after the effective date of this Contract of Lease, proceed to issue its building authority bonds in one or more series in the aggregate principal amount of

[\$10,000,000] or such lesser amount as shall be determined by the Commission of the Authority to be necessary to defray all or part of the cost of the Project, pursuant to and in accordance with the provisions of Act 31, and shall pledge for the payment of the principal of and interest on said bonds the receipts from the cash rental payments hereinafter agreed to be paid by the County. The bonds shall be serial bonds, term bonds or a combination thereof dated as of such date as shall be determined by the Authority, shall bear interest at a rate or rates not to exceed [7%] per annum and shall mature (subject to such prior redemption, if any, as may be provided in the bond authorizing resolution) on such dates and in such years as shall be determined in the resolution authorizing the issuance of the bonds. Upon receipt of the proceeds of the sale of the building authority bonds the Authority immediately shall deposit such proceeds (other than any premium, capitalized interest and accrued interest received from the purchaser of the bonds, which shall be transferred to the bond and interest redemption fund) into a construction fund, which shall be maintained as a separate depository account and from which shall be paid the cost of the Project.

2. After the building authority bonds have been sold, the Authority shall renovate, construct, furnish, equip and improve the Project or cause the renovation, construction, furnishing, equipping and improving thereof.

(a) The Authority shall contract with the architect selected by CMH for the Project unless the Authority objects to the contracting with the selected architect. In such event the Authority shall contract with another architect selected by CMH with whom the Authority has no objections. All final plans and specifications prepared by the architect and the total project budget shall be reviewed and approved by CMH before commencement of construction. The final plans and specifications and the total project budget shall also require approval of the Authority and the County, which approval shall not be unreasonably withheld.

(b) The Authority, in consultation with CMH, shall select a construction manager for the Project. After the plans and specifications have been approved by the Authority, CMH and the County, no changes shall be made except as approved by the Authority, the County and CMH in writing. The Authority, the County and CMH shall designate those persons who are authorized to approve changes to the plans and specifications. Any such changes shall be made by change order.

(c) The cost estimate and the estimated period of usefulness for the Project, both of which heretofore have been filed with the County Clerk and the Secretary of the Authority, are approved and adopted. The cost of the Project shall include not only the direct costs of renovating, constructing, furnishing, equipping and improving the Project but all other costs including, without limitation, all architectural, engineering, construction management, moving, financial, legal, printing and publishing costs and expenses incidental to the Project and to the issuance of the building authority bonds.

3. In the event that the Authority shall at any time determine that the Project cannot be completed at the estimated cost, the Authority immediately shall so notify the County in writing, specifying the additional funds required, and thereupon one of the following actions shall be taken: (a) the County shall pay or cause to be paid to the Authority in cash the additional amount so required, or (b) the Authority shall issue building authority bonds in such increased or additional principal amount as shall be necessary to complete the Project, or (c) the Project shall be modified so as to permit its completion within the estimated cost. No such increased or additional building authority bonds shall be issued unless the County and the Authority shall provide by amendment or supplement of this Contract of Lease for such issuance and for an increase in the cash rental payable by the County hereunder sufficient to permit payment of the principal of and interest on the increased or additional bonds. Any additional building authority bonds so issued shall have equal standing with the bonds hereinbefore authorized to be issued. The proceeds of any such cash payments or increased or additional bonds (except for accrued interest, premium and capitalized interest) shall be deposited into the construction fund for the Project.

4. If, after completion of the Project, moneys remain in the construction fund, such moneys shall be considered to be an unexpended balance of the proceeds of the sale of the bonds. Any unexpended balance of the proceeds of the sale of the bonds remaining after completion of the Project may be used to improve or

enlarge the Project or for other Projects of the Authority leased to the County if such use is approved by the Michigan Department of Treasury, if required by law, and by the County. Any unexpended balance not so used shall be paid into the bond and interest redemption fund and the County shall receive a credit against the cash rental payments next due under this Contract of Lease to the extent of the moneys so deposited in the manner provided in the resolution authorizing the bonds.

5. The Authority shall require the contractor or contractors for the construction of the Project to furnish all necessary bonds guaranteeing performance and all labor and materials bonds and all owners protective, workers compensation and liability insurance required for the protection of the Authority and the County. All bonds and insurance, and the amounts thereof, shall be subject to approval of the County attorney. All such insurance shall be made effective from the date of issuance of the building authority bonds described in Section 1 or commencement of construction of the Project, whichever is later. The Authority also shall require a sufficient fidelity bond from any person handling funds of the Authority.

6. The Authority hereby leases the Project and the Site described on Exhibit A to the County for a term commencing on the effective date of this Contract of Lease and ending on _____, 20__, or such earlier date as hereinafter provided. Possession of the Project shall vest in the County upon completion of construction of the Project. When all of the building authority bonds issued by the Authority to finance the Project have been retired, the Authority shall convey to the County all of its right, title and interest in the Project and any lands, air space, easements or rights-of-way appertaining thereto. Upon such conveyance by the Authority to the County, this Contract of Lease and the leasehold term shall terminate and the Authority shall have no further interest in, or obligations with respect to, the Project.

7. The County hereby agrees to pay to the Authority as cash rental for the Project herein leased to it by the Authority such periodic amounts as shall be sufficient to enable the Authority to pay the principal of and interest on the building authority bonds to be issued by the Authority as such principal and interest shall become due. On the 15th day of the month preceding the first date that any noncapitalized interest shall become due on the bonds and semiannually thereafter while any of the bonds remain outstanding the County shall pay to the Authority an amount sufficient to pay the interest due on the bonds on the first day of the following month. On the 15th day of the month preceding the first principal payment date on the bonds and annually thereafter while any of the bonds are outstanding the County shall pay the Authority an amount sufficient to pay the principal due on the bonds on the first day of the following month. If for any reason the cash rental payments made by the County are not used to pay the principal of and interest on the bonds, the County agrees to pay to the bondholders on behalf of the Authority as additional cash rental such amounts as are necessary to pay such principal and interest. The County hereby pledges its limited tax full faith and credit for the payment of the cash rental when due and agrees that it will levy each year such ad valorem taxes as shall be necessary for the payment of such cash rental which taxes shall be subject to applicable constitutional and statutory tax limitations. If the County, at the time prescribed by law for the making of its annual tax levy, shall have other funds on hand which have been set aside and earmarked for payment of its obligations for which a tax levy otherwise would have to be made, then the tax levy shall be reduced by the amount of such other funds. Such other funds may be raised from any lawful source. The obligation of the County to make such cash rental payments shall not be subject to any setoff by the County nor shall there be any abatement of the cash rentals for any cause including, but not limited to, casualty that results in the Project being untenable.

8. The County may pay in advance to the Authority any cash rental payments herein required to be made and in such event shall be credited therefor upon future-due cash rental payments as the County shall direct. Any such advance payments, if the County shall so direct, shall be used by the Authority to redeem or purchase bonds prior to maturity when and to the extent possible and to pay the interest thereon and any call premiums applicable thereto. Any such advance payments shall be deposited in the bond and interest redemption fund of the Authority. The County also shall have the right to purchase bonds on the open market and to surrender the same to the Authority at any time. In the event that any bonds are redeemed or purchased and surrendered as above provided, the respective amounts which otherwise would have been payable as

semiannual interest thereon shall be credited upon the cash rental payments otherwise required to be made on the cash rental payment dates next preceding such semiannual interest payment dates and the principal amount of such bonds shall be credited upon the cash rental payments otherwise required to be made on the cash rental payment dates next preceding the maturity dates of the bonds. Any bonds redeemed, purchased or surrendered shall be cancelled.

9. In addition to the cash rental provided for in Section 7 hereof, the County hereby agrees to pay to the Authority all operating expenses of the Authority including expenses incidental to the issuance and payment of the bonds to the extent such expenses are not paid from the proceeds of the bonds. The obligations of the County to make such payments shall be limited tax general obligations of the County.

10. The County shall, at its own expense, operate and maintain the Project and shall keep the same in good condition and repair. The County may contract for the operation and maintenance of the Project or any part of the Project by a private party. Operation and maintenance shall include (but not be limited to) the providing of all personnel, equipment and facilities, all air conditioning, light, power, heat, telephone, water, sewage disposal, storm drainage and all other personnel services, equipment and supplies, of whatever nature, as shall be necessary or expedient for the operation and maintenance of the Project. Premiums for insurance required to be carried upon or with respect to the Project or the use thereof and taxes levied upon either party hereto on account of the ownership or use thereof or rentals or income therefrom likewise shall be deemed operation and maintenance expenses. The obligation of the County to pay all costs and expenses of the operation and maintenance of the Project shall be a limited tax general obligation of the County.

11. The County shall provide, at its own expense, fire and extended coverage, malicious mischief and vandalism insurance in an amount which is at least equal to the amount of the building authority bonds outstanding from time to time or to the amount of the full replacement cost of the Project if that amount be less than the amount of bonds outstanding. Such insurance shall be payable to the County and the Authority as their interests may appear and shall be made effective from the date of issuance of the building authority bonds described in Section 1 or commencement of construction of the Project, whichever is later. In the event of the partial or total destruction of the Project during or after construction, or if the Project is for any reason made unusable, the cash rental payments as provided in Section 7 hereof shall continue unabated. The County shall have the option to use the proceeds of insurance, in the event of loss or damage to the Project, for the repair or restoration of the Project. If the County shall determine not to use the proceeds of insurance for the repair or restoration of the Project the amount of such insurance proceeds shall be paid to the Authority and by it deposited in the bond and interest redemption fund and the County shall receive appropriate credits on future cash rental payments due.

12. The County shall provide adequate liability insurance protecting the County, the Authority and the members of the Commission of the Authority against loss on account of damage or injury to persons or property, imposed by reason of the ownership, possession, use, operation or repair of the Project or resulting from any acts of omission or commission on the part of the County, the Authority, the members of the Commission of the Authority or their agents, officers or employees in connection therewith. Such insurance shall be made effective from the date of issuance of the building authority bonds described in Section 1 or commencement of construction of the Project, whichever is later.

13. The County shall hold the Authority and the members of its Commission harmless and to the extent permitted by law keep it fully indemnified at all times against any loss, injury, or liability to any person or property by reason of the use, misuse, or non-use of the Project by the County or by any other person or from any act or omission in, on or about the Project, including any liability resulting from any and all environmental matters pertaining thereto. The County shall, at its own expense, make any changes or alterations in, on or about the Project which may be required by any applicable statute, charter, ordinance or governmental regulation or order, and shall save the Authority and the members of its Commission harmless and free from all cost or damage in respect thereto.

14. The County, in its sole discretion, may install or construct in or upon, or may remove from the Project, any equipment, fixtures or structures and may make any alterations or structural changes as it may desire, but the County shall not make any permanent alterations to the Project that will affect adversely the security for the building authority bonds to be issued by the Authority or the prompt payment of the principal of or interest on such bonds.

15. The Authority, through its officers, employees or agents, may enter upon the Project at any time during the term of this Contract of Lease for the purpose of inspecting the Project and determining whether the County is complying with the covenants, agreements, terms and conditions hereof.

16. Inasmuch as this Contract of Lease, and particularly the obligations of the County to make cash rental payments to the Authority, provides the security for payment of the principal of and interest on the building authority bonds to be issued by the Authority to finance the Project, it is hereby declared that this Contract of Lease is made for the benefit of the holders of said bonds as well as for the benefit of the parties and that said holders shall have contractual rights herein. In the event of any default on the part of the County, the Authority and the holders of said bonds shall have all rights and remedies provided by law and especially by Act 31. The parties further covenant and agree that they will not do or permit to be done any act, and that this Contract of Lease will not be amended in any manner, which would impair the security of said bonds or the rights of the holders thereof. An amendment of this Contract of Lease to authorize the issuance of additional building authority bonds and providing for the payment of additional cash rentals for the payment thereof shall not be deemed to impair the security of the bonds or the rights of the holders.

17. This Contract of Lease shall inure to the benefit of, and be binding upon the respective parties hereto and their successors and assigns; provided, however, that no assignment shall be made in violation of the terms hereof nor shall any assignment be made which would impair the security of the bonds or the rights of the holders thereof.

18. Additional building authority bonds of equal standing with the bonds herein authorized may be issued, in addition to those for which provision is made in Section 3, for the purpose of making improvements or additions to the Project; provided, however, that no such bonds of equal standing may be issued unless this Contract of Lease is amended or supplemented to provide for such issuance and for an increase in the cash rental payments required to be made by the County in amounts sufficient to permit payment of the principal of and interest on such additional bonds. Nothing in this Contract of Lease shall prevent the Authority from issuing building authority bonds to finance other Projects for lease to the County.

19. In the event the building authority bonds to finance the Project cannot be or are not issued by the Authority prior to January 1, [2018], the Project shall be abandoned and the County shall pay all expenses of the Authority incurred to the date of abandonment, and neither party shall have any further obligations under this Contract of Lease. The provisions of this Section 19 may be extended or waived by the parties by resolution of their respective governing bodies.

20. Except as otherwise provided herein, the right to give any consent, agreement or notice herein required or permitted shall be vested, in the case of the County, in its Board of Commissioners, and in the case of the Authority, in its Commission. Any notice required or permitted to be given hereunder shall be given by delivering the same, in the case of the County, to the County Clerk or the Deputy County Clerk, and in the case of the Authority, to any member of its Commission.

21. In the event there shall occur changes in the constitution or statutes of the State of Michigan which shall affect the organization, territory, powers or corporate status of the County, the terms and provisions of this Contract of Lease shall be unaffected thereby insofar as the obligation of the County to make cash rental payments is concerned. The proceeds of any sale or other liquidation of any interest of the County in the Project are hereby impressed with a first and prior lien for payment of any outstanding building authority bonds or other obligations of the Authority incurred by reason of the Project or any additions or improvements thereto.

22. This Contract of Lease shall become effective 60 days after a notice of intention of entering into this Contract of Lease has been published in a newspaper of general circulation in the County as required by

Section 8b(3) of Act No. 31; provided, however, that if a petition for a referendum requesting an election on this Contract of Lease is filed with the County Clerk within 45 days after the notice is published, signed by not less than 10% or 15,000 of the registered electors of the County, whichever is less, then this Contract of Lease shall become effective only if and when approved by a majority of the electors of the County voting thereon. This Contract of Lease shall terminate on _____, 20__, unless terminated prior to such date in accordance with the provisions hereof.

IN WITNESS WHEREOF, the INGHAM COUNTY BUILDING AUTHORITY, by its Commission, and the COUNTY OF INGHAM, by its Board of Commissioners, each have caused this Contract of Lease to be signed in its name, for and on its behalf, by its duly authorized officers, as of the day and year first above written.

Witnessed:

INGHAM COUNTY BUILDING AUTHORITY

By: _____

Its: Commission Chairperson

And: _____

Its: Commission Secretary

Witnessed:

COUNTY OF INGHAM

By: _____

Its: Chairperson, Board of Commissioners

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

By: _____

EXHIBIT A

The Project includes the renovation, construction, furnishing, equipping and improvement of the existing Community Mental Health Building located at 812 East Jolly Road, Mason, Michigan and the construction, furnishing and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the facility addition and parking improvements, collectively, the "Project").

The Site for the Project is described as follows:

Commencing at the Northwest corner of Section 3, Town 3 North, Range 2 West, City of Lansing, Ingham County, Michigan, thence South on the West Section line to a point 183 feet North of the Northwest corner of Penn-Cedar Subdivision, thence East parallel with the North line Penn-Cedar Subdivision to West line of Penn-Heights Subdivision, thence North along the West line Penn-Heights Subdivision and Battenfield Subdivision #1, extended to the North Section line, thence West to the point of beginning.

Commonly known as 812 East Jolly Road, Lansing, MI.

Beginning at a point 721.9 feet East of the NW corner of said Section 3, T3N, R2W, City of Lansing, Ingham County, Michigan, thence East on Section line 66 feet; thence South 0 degrees 43' West, on old established line 330.0 feet; thence West 66 feet; thence North 0 degrees 43' East 330 feet to the point of beginning.

Commonly known as 830 East Jolly Road, Lansing, MI.

Commencing at the Northwest corner of the East 100 acres of the Northwest 1/4 of Section 3, Town 3 North, Range 2 West, City of Lansing, Ingham County, Michigan and running thence South parallel with the Section line 20 rods; thence East 4 rods; thence North 20 rods and thence West 4 rods to the place of beginning.

Commonly known as 836 East Jolly Road, Lansing, MI.

SUBLEASE

This Sublease made as of _____, 2016, by and between the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and the COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON-EATON-INGHAM COUNTIES (hereinafter designated as the "CMH").

WHEREAS, the County and the Ingham County Building Authority (the "Authority") have entered into a Full Faith and Credit General Obligation Contract of Lease dated as _____ 1, 2016 (the "Contract of Lease"), with respect to the renovation, construction, furnishing, equipping and improvement of the existing Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan and the acquisition, construction, furnishing and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the "Project"); and

WHEREAS, CMH has received a copy of the Contract of Lease and is familiar with its contents; and

WHEREAS, it is proposed that the Project be used by CMH to provide community mental health services to its members' residents; and

WHEREAS, in order to permit the Project to be used by CMH for its purposes and to permit CMH to assume the obligations of the County incurred by the County in the Contract of Lease, it is necessary for the County and CMH to enter into this Sublease.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

23. Description and Term. In consideration of the rents described below and the covenants and agreements to be performed by CMH and the County under this Sublease, the County subleases to CMH, and CMH subleases from the County, the Project, together with all improvements thereon and additions thereto as described in Exhibit A, for the term beginning as of the effective date of the Contract of Lease and ending on the termination date specified in the Contract of Lease.

24. Assumption of the County's Obligations.

(a) CMH hereby expressly assumes all of the County's obligations to pay the cash rentals, as described in the Contract of Lease at the times and in the amounts required to be paid by the County, including the obligations which are not determined as to amount at the time of this Sublease. Concurrent with the payment of the cash rentals, CMH shall give notice in writing to the County of such payment.

(b) **In further consideration of this Sublease, CMH shall pay all other amounts required to be paid by the County under the Contract of Lease;** shall continue to provide community mental health services in the jurisdictional boundaries of the County and its other members; and in addition shall be responsible for and pay all of the costs of using, owning, operating, managing, insuring, repairing, maintaining and equipping the Project and all amounts incurred by the County under the hold harmless and indemnity provisions of the Contract of Lease, and all expenses incurred under paragraphs 9, 10, 11 and 12 of the Contract of Lease. All payments of cash rental shall be made directly for and on behalf of the County to the entity described as the "Bond Registrar and Paying Agent" or "Trustee" or "Transfer Agent" in the Authority's resolution authorizing issuance of bonds, adopted by the Authority in accordance with the Contract of Lease.

(c) In further consideration of this Sublease, CMH shall assume and be subject to all limitations and responsibilities of the County under the Contract of Lease.

(d) In further consideration of this Sublease, CMH shall, at its own expense, indemnify, protect, defend and hold harmless the County, the Authority, its elected and appointed officers, employees, and agents at all times against any loss, injury, or liability to any person or property by reason of the use, misuse, or non-use of the Project by CMH or by any other person or from any act or omission in, on or about the Project, including any liability resulting from any and all environmental matters pertaining thereto. CMH shall, at its own expense, make any changes or alterations in, on or about the Project which may be required by any applicable statute, charter, ordinance or governmental regulation or order, and shall save the County and the Authority and its elected and appointed officers, employees, and agents harmless and free from all cost or damage in respect thereto.

25. Assignment and Authorization.

(a) CMH covenants not to assign or transfer this Sublease under any circumstances without the prior written consent of the County.

(b) [CMH authorizes the County Treasurer to allocate and utilize, without any further authorization or action on the part of CMH, the millage monies, if any, of CMH that may be lawfully used by CMH for payment of CMH's obligations under this Sublease.]

26. CMH's Responsibilities.

Without limiting the foregoing, CMH agrees as follows:

(a) CMH shall accept the premises "as is and with all faults."

(b) CMH shall pay for all gas, water, heat, electricity, light, telephone, or any other communication or utility service used in or rendered or supplied to the premises during the term of this Sublease, as the same shall become due.

(c) CMH shall not perform or permit any acts or carry on any practices which may injure the building and structures on the premises, and shall, to the extent practicable, keep the premises clean and free from rubbish, dirt, snow and ice at all times and in full compliance with all applicable laws and ordinances.

(d) CMH shall maintain the premises and all fixtures and equipment therein, including all plumbing, sprinkler, heating, air-conditioning, electrical, gas, security and safety and like fixtures and equipment, all window glass, ceilings, doors and door frames, windows and window frames of the premises in good repair and condition, and shall make all repairs, replacements and upgrades to such fixtures and equipment.

(e) CMH shall provide comprehensive and general, public liability insurance against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the premises, or arising out of the improvement, repair or alteration of the premises. To the extent CMH and the County agree, such insurance may be purchased by the County, and CMH shall be required to reimburse the County for the cost of such insurance and shall maintain any self-insured retention or additional insurance in the amount of such self-insured retention otherwise applicable to the County's insurance program. CMH shall reimburse the County for the cost of insuring the premises. The limits of such insurance shall be less than \$_____ per occurrence with a \$_____ aggregate annual limit. The party providing the insurance shall furnish the other party a binder renewing the insurance policy at least 30 days before the policy

expires. Any such policy or binder shall name the other party as an additional insured and shall provide for at least 30 days' notice to the other party of any change in coverage or cancellation.

(f) CMH shall be responsible for the risk of loss of all its personal property on the premises and shall provide fire and extended coverage insurance on CMH's personal property located in the premises in amounts reasonably deemed adequate by CMH to fully insure such personal property. It is understood and agreed that if CMH's personal property is damaged or destroyed in whole or in part by fire or other casualty during the term hereof, CMH will repair and restore the same to good condition with reasonable dispatch based solely upon the amount of insurance proceeds received by CMH to cover such casualty.

(g) CMH shall maintain the interior wall coverings and floor coverings in good repair and shall replace such wall and floor coverings at its own expense as needed.

(h) CMH shall be solely responsible for the provision, maintenance and repair of any exterior and interior signs relating to the use of the premises.

(i) CMH shall maintain the roof, structural supports, exterior and interior walls, floors, walkways, grounds, landscaping and parking lots in good condition.

(j) [CMH shall maintain at all times during the term of this Sublease a repair and replacement fund in an amount not less than \$_____, the money credited thereto to be used solely for the purpose of making repairs and replacements to the premises. If at any time it shall be necessary to use moneys in the repair and replacement fund for the purpose of which said fund was established, the moneys so used shall be replaced from any moneys of CMH which are not required by law or contract to be used for other purposes.]

(k) CMH shall be responsible for assuring that access to the premises (exterior and interior) is in continuing compliance with the Americans with Disabilities Act and the Michigan Handicappers' Civil Rights Act, and any other applicable laws governing access to the premises for persons with disabilities, now existing or hereafter adopted. CMH will provide the County and the Ingham County Building Authority with any easements it requires or requests with respect to the Project.

27. Additional Covenants.

(a) CMH hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of interest on the Authority's bonds from adjusted gross income for federal income taxation purposes under the Internal Revenue Code of 1986, as amended, including, but not limited to actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure or investment of bond proceeds and moneys deemed to be bond proceeds.

(b) CMH further covenants that it will comply with the requirements of Rule 15c2-12 of the Securities Exchange Act of 1934 regarding continuing disclosure, as more fully set forth in the Official Statement related to the Authority's bonds.

28. Remedies. If CMH shall breach or fail to perform any of the promises and agreements in this Sublease or any other agreement entered into between the County and CMH, and such failure shall continue, without commencement and diligent pursuit of remedial action, for sixty (60) days after written notice from the County, the County may commence such performance at CMH's cost and expense or terminate this Sublease and reenter and repossess the Premises at the discretion of the County. If the County prevails in any such action, CMH shall be responsible for the County's reasonable attorneys' fees and costs incurred in connection with such action.

29. Remedies not Exclusive. It is agreed that each and every of the rights, remedies and benefits provided by this Sublease shall be cumulative and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed by law.

30. Governing Law. This Sublease shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Sublease the venue for the bringing of any actions in law or in equity shall be in the State of Michigan established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

31. Amendment. All modifications, amendments or waivers of any provision of this Sublease shall be made only by the written mutual consent of the parties hereto.

32. Waiver. One or more waivers of any covenant or condition by the County shall not be construed as a waiver of a further breach of the same covenant or condition.

33. Notices. Whenever notice of any kind is required under this Sublease, it shall be deemed sufficient notice and service thereof if such notice is in writing addressed to the applicable party at its last known Post Office address and deposited in the mail with postage prepaid.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Sublease by the signature of the duly authorized officers of the parties as of the date written in the first paragraph above.

COUNTY OF INGHAM, STATE OF MICHIGAN

By: _____
Its: Supervisor

And: _____
Its: Clerk

COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON-
EATON-INGHAM COUNTIES

By: _____
Its: Chairman

And: _____
Its: Secretary

APPROVED:

INGHAM COUNTY BUILDING
AUTHORITY

By: _____
Its: Chairperson

And: _____
Its: Secretary

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

By: _____

EXHIBIT A

The Project includes the renovation, construction, furnishing, equipping and improvement of the existing Community Mental Health Building located at 812 East Jolly Road, Mason, Michigan and the construction, furnishing and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the facility addition and parking improvements, collectively, the "Project").

The Site for the Project is described as follows:

Commencing at the Northwest corner of Section 3, Town 3 North, Range 2 West, City of Lansing, Ingham County, Michigan, thence South on the West Section line to a point 183 feet North of the Northwest corner of Penn-Cedar Subdivision, thence East parallel with the North line Penn-Cedar Subdivision to West line of Penn-Heights Subdivision, thence North along the West line Penn-Heights Subdivision and Battenfield Subdivision #1, extended to the North Section line, thence West to the point of beginning.

Commonly known as 812 East Jolly Road, Lansing, MI.

Beginning at a point 721.9 feet East of the NW corner of said Section 3, T3N, R2W, City of Lansing, Ingham County, Michigan, thence East on Section line 66 feet; thence South 0 degrees 43' West, on old established line 330.0 feet; thence West 66 feet; thence North 0 degrees 43' East 330 feet to the point of beginning.

Commonly known as 830 East Jolly Road, Lansing, MI.

Commencing at the Northwest corner of the East 100 acres of the Northwest 1/4 of Section 3, Town 3 North, Range 2 West, City of Lansing, Ingham County, Michigan and running thence South parallel with the Section line 20 rods; thence East 4 rods; thence North 20 rods and thence West 4 rods to the place of beginning.

Commonly known as 836 East Jolly Road, Lansing, MI.

GROUND LEASE

This GROUND LEASE is made and entered into as of the 1st day of _____, 2016, by and among COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON-EATON-INGHAM COUNTIES ("CMH"), the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and the INGHAM COUNTY BUILDING AUTHORITY (the "Authority"), a building authority organized and existing under the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31").

WHEREAS, the Authority has been incorporated by the County pursuant to Act 31, for the purposes set forth in Act 31; and

WHEREAS, CMH has requested the Authority and the County to assist in the renovation construction, furnishing, equipping, and improvement of the existing Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan, and in the acquisition, construction, furnishing, and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the "Project"); and

WHEREAS, under the terms of Act 31 the Authority has the power to acquire, construct, improve and equip the Project, to lease the Project to the County, who in turn, will sublease the Project to CMH, all for a period not exceeding 50 years and to finance the Project by the issuance of building authority bonds payable from the rentals received from the County, who in turn will receive rental under the sublease from CMH, for the use of the Project, all in accordance with Act 31; and

WHEREAS, at the request of CMH, the County is willing to acquire, renovate, construct and equip the Project on the premises described in Exhibit A (the "Site"), which will be leased to it from the Authority, and subleased by the County to CMH; and

WHEREAS, the estimated cost of the Project is approximately Ten Million Dollars (\$10,000,000); and

WHEREAS, as a prerequisite to the issuance of building authority bonds to finance part of the cost of the Project, it is necessary for the parties to enter into this Ground Lease, whereby the CMH will lease the Site to the Authority for a period extending beyond the last maturity date of the bonds, but not to exceed a period of 50 years;

IT IS HEREBY AGREED AMONG THE COUNTY, THE AUTHORITY, AND CMH in consideration of the mutual agreements and covenants in this Ground Lease, as follows:

1. CMH does hereby let and lease the Site to the Authority, and the Authority does hereby lease the Site from the CMH. The term of this Ground Lease shall commence on the effective date of the Contract of Lease (the "Contract of Lease") between the parties dated as of _____, 2016, and shall terminate on _____, 20__ unless terminated prior to such date in accordance with the provisions hereof.

2. The Authority shall pay rent to CMH for the Site hereby leased at the rate of One Dollar (\$1.00) per year due and payable on the anniversary date of this Ground Lease each and every year during the term hereof.

3. The Authority will lease the Project to the County pursuant to the Contract of Lease, who will in turn sublease the Project to CMH under a sublease ("Sublease").

4. It is mutually agreed that at the request of CMH, the County shall acquire, construct, renovate and equip the Project on the Site hereby leased as provided by and in accordance with the Contract of Lease and the Sublease.

5. Each of the Authority and the County shall have, and is hereby granted, access to and use of the Site during the acquisition, construction, renovation and equipping of the Project, and upon completion of the Project. CMH agrees to provide any and all easements and/or rights of egress and ingress to the Authority and the County on and around the Site to allow and permit

the Authority, the County and the general public access to the Community Mental Health Building and to adjacent facilities.

6. The Authority and the County shall not be held liable for a breach of this Ground Lease or for any damages or loss in the event the Site is damaged by an act beyond its control which makes its use untenable. In the event of such a condition, the Ground Lease may be immediately terminated by any party without further liability.

7. CMH shall, at its own expense, indemnify, protect, defend and hold harmless the Authority and the County, its elected and appointed officers, employees and agents at all times against any loss, injury, or liability to any person or property by reason of the use, misuse, or non-use of the project by CMH or by any other person or from any act or omission in, on or about the project, including any liability resulting from any and all environmental matters pertaining thereto. CMH shall, at its own expense, make any changes or alterations in, on or about the Project which may be required by any applicable statute, charter, ordinance or governmental regulation or order, and shall save the Authority, the County and its elected and appointed officers, employees and agents harmless and free from all cost or damage in respect thereto.

8. CMH shall provide adequate liability insurance protecting the Authority and the County against loss on account of damage or injury to persons or property, imposed by reason of the ownership, possession, use, operation or repair of the Project or resulting from any acts of omission or commission on the part of the Authority, the County or their agents, officers or employees in connection therewith. Such insurance shall be made effective from the date of issuance of the building authority bonds or commencement of construction of the Project, whichever is later.

9. It is mutually agreed that, upon the termination of this Ground Lease, the premises leased hereby and all improvements thereon and the title to the same shall revert to the CMH.

10. This Ground Lease shall inure to the benefit of and be binding upon the respective parties hereto and their successors and assigns.

11. This Ground Lease shall remain in full force and effect for the period herein provided but shall terminate prior to _____, 20__ if and when the Authority shall have fully paid and discharged its liability with respect to the building authority bonds and any other obligations of the Authority or the County incurred with respect to the acquisition, construction, renovation and equipping of the Project.

12. In the event that the Authority for any reason, cannot issue its building authority bonds to finance the Project prior to _____, 20__ this Ground Lease shall terminate. The provisions of this Section may be extended or waived by the parties by resolution of their respective governing bodies.

13. This Ground Lease shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Ground Lease the venue for the bringing of any actions in law or in equity shall be in the State of Michigan established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

14. No failure or delay on the part of any party hereto 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.

15. All modifications, amendments or waivers of any provision of this Ground Lease shall be made only by the written mutual consent of the parties hereto.

16. This Ground Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Ground Lease.

IN WITNESS WHEREOF, the County, by its County Commission, the Authority, by its Commission, and CMH, by its Board, have each caused this Ground Lease to be executed and delivered as of the day and year first written above.

Witnesses to Signatures
of County Officers

COUNTY OF INGHAM

By:_____

Witnesses to Signatures
of Authority Officers

INGHAM COUNTY BUILDING
AUTHORITY

By:_____

Chairman of its Commission

And

By:_____

Secretary of its Commission

COMMUNITY MENTAL HEALTH
AUTHORITY OF CLINTON-EATON-
INGHAM COUNTIES

By:_____

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

By:_____

Exhibit A

Legal Description of Site

Commencing at the Northwest corner of Section 3, Town 3 North, Range 2 West, City of Lansing, Ingham County, Michigan, thence South on the West Section line to a point 183 feet North of the Northwest corner of Penn-Cedar Subdivision, thence East parallel with the North line Penn-Cedar Subdivision to West line of Penn-Heights Subdivision, thence North along the West line Penn-Heights Subdivision and Battenfield Subdivision #1, extended to the North Section line, thence West to the point of beginning.

Commonly known as 812 East Jolly Road, Lansing, MI.

Beginning at a point 721.9 feet East of the NW corner of said Section 3, T3N, R2W, City of Lansing, Ingham County, Michigan, thence East on Section line 66 feet; thence South 0 degrees 43' West, on old established line 330.0 feet; thence West 66 feet; thence North 0 degrees 43' East 330 feet to the point of beginning.

Commonly known as 830 East Jolly Road, Lansing, MI.

Commencing at the Northwest corner of the East 100 acres of the Northwest 1/4 of Section 3, Town 3 North, Range 2 West, City of Lansing, Ingham County, Michigan and running thence South parallel with the Section line 20 rods; thence East 4 rods; thence North 20 rods and thence West 4 rods to the place of beginning.

Commonly known as 836 East Jolly Road, Lansing, MI.

Exhibit A

Premises situated in the City of Lansing, County of Ingham, State of MI, described as follows:

That part of the fractional Northwest 1/4 of Section 3, Township 3 North, Range 2 West, City of Lansing, Ingham County, Michigan, described as beginning at a point on the North line of said Section 3 lying South 88 degrees 45 minutes 28 seconds East 366.81 feet from the Northwest corner of said Section 3; thence continuing South 88 degrees 45 minutes 28 seconds East on said North line 355 feet; thence South 0 degrees 35 minutes 42 seconds West 329.70 feet; thence South 88 degrees 44 minutes 12 seconds East 85.95 feet to the Northwest corner of the Plat of Battenfield Subdivision No. 1, as recorded in Liber 16 of Plats, pages 3 and 4, Ingham County Records; thence South 0 degrees 37 minutes 55 seconds West 518.27 feet along the West line of the Plat of Battenfield Subdivision No. 1 and the West line of the Plat of Pennsylvania Heights, as recorded in Liber 17 of Plats, Page 38, Ingham County Records, to the North line of the Plat of Roselawn, as recorded in Liber 29 of Plats, Page 6, Ingham County Records, thence North 89 degrees 04 minutes 25 seconds West along said North line 344 feet; thence North 1 degree 14 minutes 32 seconds East 404.83 feet; thence North 88 degrees 45 minutes 28 seconds West 86.20 feet; thence North 1 degree 14 minutes 32 seconds East 445.00 feet to the point of beginning.

N:\Client\Ingham\contracts\Lease, sale and options to CEI CMH\MEMO OF OPTION.wpd

EXHIBIT B

COUNTY OF INGHAM
STATE OF MICHIGAN

NOTICE OF INTENTION OF THE COUNTY OF INGHAM TO
ENTER INTO A FULL FAITH AND CREDIT (LIMITED TAX)
GENERAL OBLIGATION CONTRACT OF LEASE WITH THE
INGHAM COUNTY BUILDING AUTHORITY AND NOTICE
OF RIGHT TO PETITION FOR REFERENDUM THEREON

TO ALL ELECTORS AND TAXPAYERS OF THE COUNTY OF INGHAM:

NOTICE IS GIVEN, that the Board of Commissioners of the County of Ingham, State of Michigan, intends to authorize the execution of a full faith and credit (limited tax) general obligation contract of lease with the Ingham County Building Authority. The contract of lease will provide, among other things, for the renovation, construction, furnishing, equipping and improvement of the Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan and for the acquisition, construction, furnishing and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the "Project"), and the lease of the Project by the Ingham County Building Authority to the County of Ingham. The contract of lease will further provide that the Ingham County Building Authority will finance the cost of the Project by the issuance of building authority bonds, in one or more series, pursuant to the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, in anticipation of the receipt of cash rental payments to be made by the County of Ingham to the Ingham County Building Authority pursuant to the contract of lease. The maximum amount of bonds to be issued will be \$10,000,000.

It is expected that the County of Ingham and/or the Ingham County Building Authority will enter into a sublease, lease or agreement with the Community Mental Health Authority of Clinton-Eaton-Ingham Counties, who will be the major tenant in, occupy and maintain the Project and pay rental with respect to the Project.

FULL FAITH AND CREDIT AND LIMITED
TAXING POWER OF THE COUNTY OF INGHAM PLEDGED

NOTICE IS FURTHER GIVEN, that in the contract of lease, the County of Ingham will obligate itself to make cash rental payments to the Ingham County Building Authority in amounts sufficient to pay the principal of and interest on the bonds to be issued by the Ingham County Building Authority and that the full faith and credit of the County of Ingham will be pledged for the making of the cash rental payments as a limited tax first budget obligation. Pursuant to the pledge of its full faith and credit, the County of Ingham will be required in each fiscal year to include in its general fund budget and to appropriate such amounts as shall be necessary to make the cash rental payments to the extent other moneys are not available to make the cash rental payments. In no event may the County of Ingham levy ad valorem taxes for the purpose of paying the cash rental payments or for the Project in amounts in excess of the rate permitted by the Constitution and laws of the State of Michigan. In addition to its obligation to make cash rental payments, the County of Ingham will agree, in the contract of lease, to pay all costs and expenses of the Authority incidental to the issuance and payment of the bonds to the extent such expenses are not payable from the proceeds of the bonds and to pay the expenses of operating and maintaining the Project.

RIGHT TO PETITION FOR REFERENDUM

NOTICE IS FURTHER GIVEN, that this notice is given to and for the benefit of the electors and taxpayers of the County of Ingham in order to inform them that the Ingham County Board of Commissioners intends to authorize the execution of the above described contract of lease and also to inform them of their right to petition for a referendum upon the question of entering into the contract of lease. The County of Ingham intends to enter into the contract of lease without a vote of the electors thereon, but the contract of lease shall not become effective until 60 days after publication of this notice. If, within 45 days of the publication of this notice, a petition for referendum requesting an election on the contract of lease, signed by not less than 10% or 15,000 of the registered electors of the County of Ingham, whichever is less, has been filed with the County Clerk, the contract of lease shall not become effective unless approved by a majority of the electors of the County of Ingham voting thereon at a general or special election.

This notice is given by order of the Ingham County Board of Commissioners pursuant to Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended. Further information may be secured at the office of the undersigned County Clerk.

Barb Byrum
Ingham County Clerk

Published: _____, 2016

Financial
Policy No. 431

Economic Incentive Bid Transparency Policy

Approved: DRAFT
Resolution No. NOVEMBER 15, 2016

A. Purpose. The purpose of this policy is to promote fairness in bidding on projects that receive economic incentives by ensuring transparency in distribution, opening and awarding of bids. This policy excludes a developer's choice of a construction management firm or general contractor. The intent of the policy is to create a transparent and fair bidding process for all subcontracting of construction. Any construction work included in the responsibilities of a general contractor or construction management firm is not excluded from the policy. Any contract at or below \$10,000 shall not be subject to the policy.

B. Definitions. Terms and phrases used in this policy shall have meanings as follows:

Applicant means a person, corporation, partnership or other entity that has applied for and received economic incentives approved by Ingham County, including the applicant's contractor or subcontractors, on a project.

Bid means a sealed offer to provide services pursuant to a permit.

Bid Quote means the total bid amount in dollars as read aloud and recorded at the bid opening.

Economic Incentives means any of the following:

- Payment in lieu of taxes (PILOT)
- Low income housing tax credits (LIHTC)
- A tax abatement issued under Public Act 328 of 1998
- A brownfield approved under Public Act 381 of 1996
- An Obsolete Property Rehabilitation Act abatement issued under Public Act 146 of 2000

Permit means a building permit, mechanical permit, electrical permit or plumbing permit issued by any municipality.

Project means the work which will be done pursuant to a required permit on the development which is receiving an economic incentive.

Publicly Accessible Location means a County-owned building during regular business hours.

Publicly Advertised means:

- Advertised at a time and location customary in the relevant trade; and
- Published once in a newspaper.

Responsible Bidder means a person who has the capability on all respects to perform fully the contract requirements set forth in the invitation for bids. A responsible bidder must not be in default of the payment of any taxes, licenses, fees, permits or any other money due to the County in any other respect disqualified according to any federal or state law, or any local ordinance or provision, and shall have or procure:

- A valid federal tax identification number, or if an individual, a valid Social Security number.
- All required licenses
- Certification of Insurance showing the following coverage if necessary for the project: general liability; Workers' Compensation; and automotive liability.

Developer, general contractor or construction management firm shall be responsible for the invitation for bids.

- C. Invitation for Bids.** When an applicant uses invitation for bids, the invitations will be publicly advertised and bids shall be solicited from a reasonable number of suppliers, regardless of labor organization affiliation, providing prospective bidders reasonable sufficient time to respond on or prior to the date and time set for receiving bids. Thin invitation for bids will include the time, date and location for the opening of the bids. A list of all bidders invited to submit bids will be provided by the applicant upon request to Ingham County.
- D. Bid Opening.** Applicant agrees to open all bids at the date, time and publicly accessible location prescribed in the invitation for bids. As each bid is opened the name of the bidder and bid quote amount shall be read aloud and recorded by the applicant. At the end of the bid opening event, a copy of the list of bidders and bid amounts shall be made available to all who are present. A copy will also be provided to Ingham County upon request. The applicant is not required to award a contract for the job at the time of bid openings.
- E. Notification of Award.** After awarding a contract to a bidder whose bid quote for service was not the lowest bid as recorded at the bid opening, applicant agrees to notify in writing within thirty (30) days all bidders whose previously recorded bid was less than the chosen bidder. A copy will also be provided to Ingham County upon request.
- F. Policy Application.** This policy shall only apply to the project from the time the economic incentive is approved by the Ingham County Board of Commissioners until project completion as defined by:
- A development agreement between the applicant and Ingham County or, if no agreement exists, by the issuance of a certificate of occupancy issued by a municipality.

- This policy shall not apply to economic incentives initiated by the Ingham County Land Bank.
- This policy shall not apply to any economic incentive or project approved prior to the effective date of this policy.

- H. Labor Agreements.** Nothing in this policy shall be interpreted to prohibit or require an applicant, or any contractor or subcontractor of an applicant, from requiring in bid specifications that a successful bidder enter into a project labor agreement or other collective bargaining agreement as a condition of contract or award.
- I. Policy Waiver.** The Board of Commissioners may waive the requirements of this policy by resolution under a policy developed by the Board of Commissioners.
- J. Violations.** In the event an applicant violates the requirements of this policy, the County may take whatever action legally permissible to revoke economic incentives granted, and the applicant will not be eligible for future economic incentives.