AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. TIME FOR MEDITATION

V. APPROVAL OF THE MINUTES FROM NOVEMBER 9, 2016

VI. ADDITIONS TO THE AGENDA

VII. RECOMMENDATION FROM FOIA APPEALS COMMITTEE REGARDING J. NICHOLAS BOSTIC, ATTORNEY AT LAW, APPEAL OF THE OCTOBER 19, 2016 DENIAL OF THE FREEDOM OF INFORMATION ACT REQUEST RELATED TO THE COURTROOM OF JUDGE JAMO ON AUGUST 2, 2016

J. NICHOLAS BOSTIC, ATTORNEY AT LAW, APPEAL OF THE OCTOBER 18, 2016 DENIAL OF ITEM 4 OF THE FREEDOM OF INFORMATION ACT REQUEST RELATED TO THE COURTROOM OF JUDGE JAMO ON AUGUST 2, 2016.

VIII. PETITIONS AND COMMUNICATIONS

1. A LETTER FROM DELHI CHARTER TOWNSHIP DEPARTMENT OF COMMUNITY DEVELOPMENT REGARDING THE APPROVAL OF THE REALIZE CEDAR PLAN

2. A LETTER FROM THE CITY OF EAST LANSING REGARDING A PUBLIC HEARING FOR BROWNFIELD REDEVELOPMENT AUTHORITY PLAN #22 –COSTCO

IX. LIMITED PUBLIC COMMENT

X. CLARIFICATION/INFORMATION PROVIDED BY COMMITTEE CHAIRS

XI. CONSIDERATION OF CONSENT AGENDA

XII. COMMITTEE REPORTS AND RESOLUTIONS

3. COUNTY SERVICES COMMITTEE – HOMTV INTERNSHIP PROGRAM 35TH ANNIVERSARY SPECIAL TRIBUTE

4. COUNTY SERVICES COMMITTEE – RESOLUTION SETTING A PUBLIC HEARING FOR A BROWNFIELD PLAN FOR THE ELEVATION AT OKEMOS
5. COUNTY SERVICES COMMITTEE – RESOLUTION TO APPROVE THE SPECIAL AND ROUTINE PERMITS FOR THE INGHAM COUNTY ROAD DEPARTMENT

6. COUNTY SERVICES COMMITTEE – RESOLUTION APPROVING A LETTER OF UNDERSTANDING WITH OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION REGARDING PRORATION OF LEAVE TIME

7. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO APPROVE SETTLEMENT TO REDEEM WORKERS' COMPENSATION LIABILITY

8. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION AWARDING A CONTRACT TO CENTENNIAL ELECTRIC, LLC FOR EXTERIOR LIGHT POLES AND LED LIGHT FIXTURE REPLACEMENT IN THE HUMAN SERVICES BUILDING PARKING LOT

9. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO APPROVE THE UPS REPLACEMENT ENGINEERING SERVICES

10. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO APPROVE AN OKEMOS ROAD AND JOLLY ROAD MAINTENANCE OF TRAFFIC AND SIGNAL TIMING PROFESSIONAL ENGINEERING SERVICES CONTRACT WITH BERGMANN ASSOCIATES, INC.

11. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION APPROVING MODIFICATIONS TO THE 2016 MANAGERIAL AND CONFIDENTIAL EMPLOYEE PERSONNEL MANUAL

12. COUNTY SERVICES AND FINANCE COMMITTEES – 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

13. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO CONTRACT WITH CAPITAL AREA COMMUNITY SERVICES TO TAKE CLIENT REFERRALS FROM INGHAM COUNTY TREASURER

14. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO CONTRACT WITH CAPITAL AREA COMMUNITY SERVICES TO PROVIDE FUNDING FOR FUEL ASSISTANCE ADMINISTRATION

15. FINANCE COMMITTEE – RESOLUTION TO AMEND THE 2016 APPORTIONMENT REPORT

16. HUMAN SERVICES COMMITTEE – RESOLUTION TO RECOGNIZE THE HOLT PUBLIC SCHOOL DISTRICT FOR ITS INVOLVEMENT IN THE MASS DISPENSING EXERCISE ON OCTOBER 19, 2016
17. HUMAN SERVICES, COUNTY SERVICES, AND FINANCE COMMITTEES – RESOLUTION TO PROVIDE FUNDING FOR LOW INCOME TAX PREPARATION

18. HUMAN SERVICES, COUNTY SERVICES, AND FINANCE COMMITTEES – 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 COURT FOR CERTAIN TAX DELINQUENT PROPERTIES IN LANSING

19. HUMAN SERVICES AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING 2017 AGREEMENTS FOR COMMUNITY AGENCIES

20. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE AMENDMENT #1 TO THE 2016-2017 COMPREHENSIVE AGREEMENT WITH THE MICHIGAN DEPARTMENT OF COMMUNITY HEALTH

21. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE CONTRACTS WITH THE NORTHWEST LANSING HEALTHY COMMUNITIES INITIATIVE D/B/A NORTHWEST INITIATIVE TO DISTRIBUTE URBAN REDEVELOPMENT FUNDS

22. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE A HEALTHIEST CITIES AND COUNTIES AGREEMENT WITH THE AMERICAN PUBLIC HEALTH ASSOCIATION

23. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE AN ADMINISTRATIVE SERVICE AGREEMENT WITH BLUE CROSS BLUE SHIELD OF MICHIGAN AT THE INGHAM COUNTY JAIL

24. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY FOR FY 2017

25. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION AUTHORIZING A TWO YEAR CONTRACT EXTENSION WITH ALLIANCE BIOMEDICAL DBA RS BIOMEDICAL, INC. AS ORIGINALLY AUTHORIZED IN RESOLUTION #13-353

26. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION AUTHORIZING A CONTRACT WITH THE COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON, EATON AND INGHAM COUNTIES (CMH) FOR HEALTH SERVICES MILLAGE ELIGIBLE SERVICES

27. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION AUTHORIZING A CONTRACT WITH THE COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON, EATON, AND INGHAM COUNTIES (CMH) FOR MENTAL HEALTH SCREENING SERVICES IN THE INGHAM COUNTY JAIL TO INCLUDE ON CALL PERSONNEL FOR WEEKENDS AND HOLIDAYS
28. HUMAN SERVICES AND FINANCE COMMITTEES - RESOLUTION TO AUTHORIZE A COOPERATIVE CASH MATCH AGREEMENT WITH MICHIGAN REHABILITATION SERVICES

XIII. SPECIAL ORDERS OF THE DAY

XIV. PUBLIC COMMENT

XV. COMMISSIONER ANNOUNCEMENTS

XVI. CONSIDERATION AND ALLOWANCE OF CLAIMS

XVII. ADJOURNMENT

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, 517-676-7200.

PLEASE TURN OFF CELL PHONES AND OTHER ELECTRONIC DEVICES OR SET TO MUTE OR VIBRATE TO AVOID DISRUPTION DURING THE MEETING

FULL BOARD PACKETS ARE AVAILABLE AT: www.ingham.org
CALL TO ORDER

Chairperson Hope called the November 09, 2016 Regular Meeting of the Ingham County Board of Commissioners to order at 6:30 p.m.

Members Present at Roll Call: Anthony, Bahar-Cook, Banas, Case-Naeyaert, Celentino, Crenshaw, Hope, Koenig (arrived at 6:33 p.m.), Maiville, McGrain, Nolan, Schafer, Tennis, and Tsernoglou

Members Absent: None.

A quorum was present.

PLEDGE OF ALLEGIANCE

Chairperson Hope asked Commissioner-Elect Ryan Sebolt to lead the Board in the Pledge of Allegiance.

TIME FOR MEDITATION

Chairperson Hope asked those present to remain standing for a moment of silence or meditation.

APPROVAL OF THE MINUTES

Commissioner Crenshaw moved to approve the minutes of the October 25, 2016 meeting. Commissioner Anthony seconded the motion.

The minutes were amended to include Agenda Item No. 30 – Resolution to Enter into a Settlement Agreement to Resolve Pending Litigation, and to Authorize the Signing of Documents to Settle Pending Litigation.

The motion to approve the minutes, as amended, carried unanimously. Absent: Koenig.

ADDITIONS TO THE AGENDA

None.

PETITIONS AND COMMUNICATIONS

A Letter from the City of East Lansing Regarding a Public Hearing to Consider P.A. 328 Personal Property Tax Abatement – Patriot Solar Garden East Lansing, LLC. Chairperson Hope referred the item to the Finance Committee.

A Letter from the City of Lansing Regarding a Public Hearing for the Establishment of an Obsolete Property Rehabilitation District for Property Located at 221 West Saginaw Street, Lansing, Michigan. Chairperson Hope referred the item to the Finance Committee.
A Letter from the City of Lansing Regarding a Public Hearing for Approval of an Obsolete Property Rehabilitation Certificate for Property Located at 221 West Saginaw Street, Lansing, Michigan. Chairperson Hope referred the item to the Finance Committee.

A Letter from the City of Lansing Regarding a Public Hearing for Approval of an Obsolete Property Rehabilitation District for Properties Located at 1141 & 1149 South Washington Avenue, Lansing, Michigan. Chairperson Hope referred the item to the Finance Committee.

A Letter from J. Nicholas Bostic, Attorney at Law, Appealing the October 19, 2016 Denial of the Freedom of Information Act Request Related to the Courtroom of Judge Jamo on August 2, 2016. Chairperson Hope stated that the letter would be received and placed on file.

A Letter from J. Nicholas Bostic, Attorney at Law, Appealing the October 18, 2016 Denial of Item 4 of the Freedom of Information Act Request Related to the Courtroom of Judge Jamo on August 2, 2016. Chairperson Hope stated that the letter would be received and placed on file.

LIMITED PUBLIC COMMENT

Robert Peña, Ingham County Resident, addressed the Board of Commissioners regarding the Human Services meeting on November 7, 2016 and thanked the Commissioners for their efforts.

Cynthia Wagner, Potter Park Zoo Director, addressed the Board of Commissioners and thanked the Commissioners for their support of the zoo.

CLARIFICATION/INFORMATION PROVIDED BY COMMITTEE CHAIR

None.

CONSIDERATION OF CONSENT AGENDA

Commissioner Maiville moved to adopt a consent agenda consisting of all action items except Agenda Item No. 7 and 18. Commissioner Crenshaw seconded the motion.

The motion carried unanimously. Absent: None.

Those agenda items that were on the consent agenda were adopted by unanimous roll call vote. Absent: None.

Items voted on separately are so noted in the minutes.
Introducing by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING NEIL WEST FOR HIS YEARS OF SERVICE AS SUPERVISOR OF LEROY TOWNSHIP

RESOLUTION # 16 – 460

WHEREAS, Neil R. West served as the Supervisor of Leroy Township from 1966 through 2016; and

WHEREAS, from 1967 through 1969, Neil represented Leroy Township as a member of the Ingham County Board of Supervisors; and

WHEREAS, from 1963 through 1966, Neil served as Treasurer of Leroy Township; and

WHEREAS, in addition to working for the Township, he was actively involved with the Michigan Townships Association for decades, serving as Chairperson for the Ingham County Chapter of the Michigan Townships Association before he was first elected to the Board of Directors in 1983; and

WHEREAS, Neil rose through Michigan Township Association’s leadership positions of Secretary, Treasurer, Second and First Vice Presidents before becoming President in 1998, something he knew was a once-in-a-lifetime experience that not many people experience; and

WHEREAS, he also served as Chairperson of the Ingham County Assessor’s Organization, as well as a member of the Boundary Commission and the Building Committee for the Leroy Township Library; and

WHEREAS, under Neil’s leadership, Leroy Township built two Township Offices, one of which included the Fire Hall; and

WHEREAS, Neil served on the N.I.E.S.A. Board and is currently serving on the Township Park Committee; and

WHEREAS, after serving 50 years as Supervisor of Leroy Township, Neil West is retiring from his position.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Neil R. West for his lifelong dedication to serving the residents of Ingham County as Township Supervisor, particularly those in Leroy Township.

BE IT FURTHER RESOLVED, that the Board extends its sincere appreciation and best wishes to Neil West.

COUNTY SERVICES: Yeas: Nolan, Koenig, Celentino, Bahar-Cook, Hope, Maiville
Nays: None Absent: Tsernoglou Approved 11/01/2016

Commissioner Nolan moved to approve the resolution. Commissioner Maiville supported the motion.
Commissioner Schafer stated that he appreciated the efforts of Neil West and Gerald Alchin toward Leroy Township.

THE MOTION CARRIED UNANIMOUSLY. Absent: None.
Introducing by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING GERALD E. ALCHIN FOR HIS YEARS OF SERVICE
AS LEROY TOWNSHIP TRUSTEE

RESOLUTION # 16 – 461

WHEREAS, Gerald E. Alchin served as a Trustee for Leroy Township from 1988-2016; and

WHEREAS, as a Trustee, Gerald served on the Township Planning Commission, the Board of Appeals and the Leroy Township Library Building Committee; and

WHEREAS, Gerald also represented the Township as a member of the Michigan Townships Association; and

WHEREAS, prior to being elected to serve the residents as a Leroy Township Trustee, Gerald served as a member of the Webberville School Board for many years; and

WHEREAS, after 28 years of dedicated service, Gerald is retiring from his position as Trustee for Leroy Township.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Gerald E. Alchin for his many years of service to the residents of Ingham County as a Township Trustee, particularly those in Leroy Township.

BE IT FURTHER RESOLVED, that the Board extends its sincere appreciation and best wishes to Gerald.

COUNTY SERVICES: Yeas: Nolan, Koenig, Celentino, Bahar-Cook, Hope, Maiville

Nays: None

Absent: Tsernoglou

Approved 11/01/2016

Adopted as part of a consent agenda.
Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE APPROVAL OF THE PRELIMINARY PLAT OF SILVERSTONE ESTATES

RESOLUTION # 16 – 462

WHEREAS, much of the process by which land divisions and plats are developed follows state statute. The platting process essentially starts with development of a Preliminary Plat that shows the overall configuration, how it fits into the lands that surround it, public utilities serving the lots, and the phases of construction planned to complete its development; and

WHEREAS, the proposed Silverstone Estates plat is a 25 unit single-family development located on 25.52 acres, on the east side of Powell Road, about ½ mile north of Grand River Avenue. The development is part of the Northwest and Southwest ¼ of Section 23, Meridian Township, Ingham County, Michigan; and

WHEREAS, Preliminary Plan approvals are only valid for a two year period, per state statute; and

WHEREAS, approval of the Silverstone Estates Preliminary Plat has been requested by the proprietor, Mayberry Homes.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the Silverstone Estates Preliminary Plat for a period of two years, in accordance with state statute.

COUNTY SERVICES:  Yeas: Nolan, Koenig, Celentino, Bahar-Cook, Hope, Maiville
                 Nays: None  Absent: Tsernoglou  Approved 11/01/2016

Adopted as part of a consent agenda.
ADOPTED - NOVEMBER 09, 2016
AGENDA ITEM NO. 10

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE UPS REPLACEMENT BID FROM
HI-TECH SYSTEM SERVICE, INC.

RESOLUTION # 16 – 463

WHEREAS, the Uninterruptable Power Supplies (UPSs) are a critical component to the Ingham County network and are located throughout the Ingham County infrastructure; and

WHEREAS, they provide power to all computers and equipment on the Ingham County infrastructure in the case of a power failure; and

WHEREAS, the devices have been in place for numerous years and are starting to have alarms; and

WHEREAS, ITD utilized the RFP process to obtain bids from multiple vendors and recommend selecting Hi-Tech System Service, Inc. for our UPS replacement needs; and

WHEREAS, the replacement devices with shipping cost will be $46,338.00.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the purchase of the UPS replacement from Hi-Tech System Services, Inc. in the amount not to exceed $46,338.00.

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.

COUNTY SERVICES:  Yeas: Nolan, Koenig, Celentino, Bahar-Cook, Hope, Maiville
                   Nays: None  Absent: Tsernoglou  Approved 11/01/2016

FINANCE:  Yeas: Bahar-Cook, Tennis, McGrain, Crenshaw, Anthony, Schafer, Case Naeyaert
            Nays: None  Absent: None  Approved 11/02/2016

Adopted as part of a consent agenda.
Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE PURCHASE OF TRAINING FROM SECURITY MENTOR

RESOLUTION # 16 – 464

WHEREAS, Ingham County has been using Security Mentor since 2014 to provide online security training to Ingham County staff; and

WHEREAS, ongoing security training is important to ensure our entrusted data is safe and our systems secure; and

WHEREAS, a subscription for a year of training will be $7,067.00 and available to Ingham County staff.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the purchase of training from Security Mentor in the amount not to exceed $7,067.00.

BE IT FURTHER RESOLVED, that the total cost will be paid out of the Innovation and Technology’s Development and Training Fund #63695800-960080.

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.

COUNTY SERVICES: Yeas: Nolan, Koenig, Celentino, Bahar-Cook, Hope, Maiville
   Nays: None   Absent: Tsernoglou   Approved 11/01/2016

FINANCE: Yeas: Bahar-Cook, Tennis, McGrain, Crenshaw, Anthony, Schafer, Case Naeyaert
   Nays: None   Absent: None   Approved 11/02/2016

Adopted as part of a consent agenda.
WHEREAS, the Road Department annually purchases approximately 12,000 gallons of liquid de-icing solution for use in winter maintenance operations; and

WHEREAS, the Road Department’s adopted 2016 and requested 2017 budgets include incontrollable expenditures, funds for this and other maintenance material purchases; and

WHEREAS, bids for liquid de-icing solution were solicited and evaluated by the Ingham County Purchasing Department per Request for Proposals (RFP) #185-16, and it is their recommendation, with the concurrence of Road Department staff, to award this bid and purchase liquid de-icing solution on an as-needed, unit price basis from Northern Michigan Dust Control.

THEREFORE BE IT RESOLVED, the Board of Commissioners accepts the bid, and authorizes the purchase of liquid de-icing solution on an as-needed, unit price basis from Northern Michigan Dust Control for the bid unit price of $0.78/gallon.

BE IT FURTHER RESOLVED, that the Road Department and the Purchasing Department are hereby authorized to execute purchase orders consistent with this resolution.

COUNTY SERVICES: Yeas: Nolan, Koenig, Celentino, Bahar-Cook, Hope, Maiville
Nays: None  Absent: Tsernoglou  Approved 11/01/2016

FINANCE: Yeas: Bahar-Cook, Tennis, McGrain, Crenshaw, Anthony, Schafer, Case Naeyaert
Nays: None  Absent: None  Approved 11/02/2016

Adopted as part of a consent agenda.
ADOPTED - NOVEMBER 09, 2016
AGENDA ITEM NO. 13

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE PURCHASE OF
NEW FIRE ALARM COMMUNICATION PANEL AND MONITORING SERVICE
FOR THE INGHAM COUNTY ROAD DEPARTMENT

RESOLUTION # 16 – 466

WHEREAS, the Road Department’s Mason Complex has a fire alarm system which per fire code must be monitored at all times by an alarm service and which must have two independent means of communication with the monitoring center; and

WHEREAS, the current older fire alarm system had two conventional phone lines, which have been replaced by the county voice over internet system having only one line from the road department to the county server, and thus a separate cell phone line must also be set up which requires a new fire alarm communication panel component; and

WHEREAS, in addition to needing a new fire alarm communication panel, a prior contract for fire alarm monitoring service has expired; and

WHEREAS, the fire alarm communication panels are proprietary to the monitoring service and thus the communication panel and monitoring service must be purchased together from one vendor; and

WHEREAS, bids were therefore requested and received for a new fire alarm communication panel and related monitoring service per bid packet 191-16 summarized on the attached Purchasing Department bid summary; and

WHEREAS, Boynton Fire Safety Service of Lansing, which currently provides other fire system maintenance and inspection services for the road department, provided the most economical overall combination of new panel and monitoring service at $8,194.44 for the communication panel and $540.00 per year for four years for the monitoring service with the first year included in the $8,194.44 cost for the communication panel; and

WHEREAS, the Road and Purchasing Departments thus recommend approval of a purchasing order and/or contract with Boynton Fire Safety Service of Lansing to purchase their fire alarm communication panel and annual fire alarm monitoring service as described above; and

WHEREAS, the 2016 county road fund budget has sufficient funds to cover the recommended Boynton communications panel purchase and remaining 2016 fire alarm monitoring, and alarm monitoring always has been, and will be funded in the 2017 and future budgets.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners accepts the bid for bid packet 191-16 and authorizes the purchase of one new fire alarm communication panel at $8,194.44 and fire alarm monitoring service at $540.00 per year for four years with the first year included in the $8,194.44 cost for
the communication panel from Boynton Fire Safety Service of Lansing, MI for the Road Department’s Mason Complex.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes the Purchasing Department to issue any Purchase Orders and/or the Board Chairperson to sign any necessary agreement approved as to form by the County Attorney that are consistent with this resolution.

COUNTY SERVICES: Yeas: Nolan, Koenig, Celentino, Bahar-Cook, Hope, Maiville
Nays: None  Absent: Tsernoglou  Approved 11/01/2016

FINANCE: Yeas: Bahar-Cook, Tennis, McGrain, Crenshaw, Anthony, Schafer, Case Naeyaert
Nays: None  Absent: None  Approved 11/02/2016

Adopted as part of a consent agenda.
Adopted by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION # 16 – 467

WHEREAS, the Lansing Lions Club installed and has maintained a sensory garden on the South East corner of the zoo attached to the Wings Down Under interactive exhibit for many years; and

WHEREAS, the Lansing Lions Club has planned to include a waterfall in the sensory garden along the main zoo path by the Wings Down Under entrance; and

WHEREAS, the Lansing Lions Club has raised the necessary funds for the specific purpose of building a waterfall in the sensory garden at Potter Park Zoo which will enhance the experience of zoo visitors; and

WHEREAS, the Lansing Lions Club will supply all materials and labor to complete the installation of the waterfall; and

WHEREAS, the Lansing Lions Club will provide for the future maintenance of the waterfall including associated maintenance costs; and

WHEREAS, neither Potter Park Zoo nor Ingham County will bear any costs associated with the construction, maintenance or liability of the waterfall.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners accept the donation of a completed waterfall from the Lansing Lions Club to enhance the sensory garden at Potter Park Zoo.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners wishes to thank the Lansing Lions Club for their generous donation to Potter Park Zoo.

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

COUNTY SERVICES: Yeas: Nolan, Koenig, Celentino, Bahar-Cook, Hope, Maiville
    Nays: None    Absent: Tsernoglou    Approved 11/01/2016

FINANCE: Yeas: Bahar-Cook, Tennis, McGrain, Crenshaw, Anthony, Schafer, Case Naeyaert
    Nays: None    Absent: None    Approved 11/02/2016

Adopted as part of a consent agenda.
Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING THIRD QUARTER ADJUSTMENTS TO THE 2016 INGHAM COUNTY BUDGET

RESOLUTION # 16 – 468

WHEREAS, the Board of Commissioners adopted the 2016 Budget on October 27, 2015 and has authorized certain amendments since that time, and it is now necessary to make some adjustments as a result of updated revenue and expenditure projections, fund transfers, reappropriations, accounting and contractual changes, errors and omissions, and additional appropriation needs; and

WHEREAS, the Liaison Committees and the Finance Committee have reviewed the proposed budget adjustments prepared by the Controller’s staff and have made adjustments where necessary; and

WHEREAS, Public Act 621 of 1978 requires that local units of government maintain a balanced budget and periodically adjust the budget to reflect revised revenue and expenditure levels.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby directs the Controller to make the necessary transfers to adjust revenues and expenditures in the following funds, according to the attached schedules:

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<th>FUND</th>
<th>DESCRIPTION</th>
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<th>PROPOSED CHANGES</th>
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FINANCE: Yeas: Bahar-Cook, Tennis, McGrain, Crenshaw, Anthony, Schafer, Case Naeyaert
Nays: None  Absent: None  Approved 11/02/2016

Adopted as part of a consent agenda.
### GENERAL FUND REVENUES

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<th>Proposed Changes</th>
<th>2016 Proposed Budget</th>
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**GENERAL FUND EXPENDITURES**

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<td><strong>Expenditures</strong></td>
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<td><strong>81,158,308</strong></td>
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**General Fund Revenues**

Elections Increase elections reimbursement revenue from local school districts $38,655 and State of Michigan $142,472. Elections expenses are increased by the same amount.

**General Fund Expenditures**

Elections Increase elections expenses $181,127. Elections reimbursement revenue is increased by the same amount.

Financial Services Transfer $2,500 from Controller Temporary Salaries to Financial Services Temporary Salaries to pay for temporary employee working on financial software issues.

Controller Transfer $2,500 from Controller Temporary Salaries to Financial Services Temporary Salaries to pay for temporary employee working on financial software issues.

Veterans Affairs Transfer $949 from supplies to temporary salaries to pay for extra coverage provided by replacement transportation officer.
Non-General Fund Adjustments

Road Department (F201) Recognize $1.6 million Enbridge settlement funds. Increase use of previous year’s fund balance $1.5 million. Adjust expenses as follows: increase temporary salaries - $85,000, increase overtime - $250,000, decrease diesel fuel - $200,000, decrease unleaded fuel - $40,000, increase salt - $150,000, increase contract services/primary, non-federal aid - $2.05 million, increase asphalt and tack $415,000, increase culverts - $75,000, increase State contract services - $315,000. (Net increase to fund - $3.1 million)

Public Improvements (F245) Increase use of Public Improvements fund balance for emergency replacement of Sheriff’s Office card access system ($8,517).

Mach./Equip. Revolving (F664) Increase CIP upgrade funds for replacement PC ($839) and laptop in Clerk’s Office ($1,484), copier for Road Department ($3,914), PC in Controller’s Office ($908), 6 PCS for Sheriff’s Office ($5,449), and laptop for Parks ($1,330).
Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING MACDONALD BROADCASTING FOR PROVIDING
THE INGHAM ACADEMY THANKSGIVING LUNCHEON

RESOLUTION # 16 – 469

WHEREAS, the Ingham Academy, a day-treatment program, provides educational support to court adjudicated youth who have been unsuccessful in their home school; and

WHEREAS, over 97% of the Ingham Academy student population are on free or reduced lunch; and

WHEREAS, the Ingham Academy hosts a Thanksgiving luncheon each year for students and staff so that all students have at least one traditional Thanksgiving meal; and

WHEREAS, MacDonald Broadcasting and WQHH Power 96.5 have collaborated with the Ingham Academy since 2010 to host a Thanksgiving luncheon, providing cooked turkeys and having their radio personalities and staff serve the meal; and

WHEREAS, the radio personalities and staff at WQHH Power 96.5 provide entertainment for the students at the annual event; and

WHEREAS, the Ingham Academy students and staff look forward to the event each year.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners and the Ingham Academy staff recognizes Ken “Mac” MacDonald, Jr., President and Owner of MacDonald Broadcasting, Cindy Tuck, General Manager of WQHH Power 96.5 and WQHH Power 96.5 radio personalities for their commitment to provide each student at the Ingham Academy with a Thanksgiving meal.

FINANCE: Yeas: Bahar-Cook, Tennis, McGrain, Crenshaw, Anthony, Schafer, Case Naeyaert
Nays: None  Absent: None  Approved 11/02/2016

Adopted as part of a consent agenda.
ADOPTED - NOVEMBER 09, 2016
AGENDA ITEM NO. 17

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPOINT DR. PATRICK HANSMA
AS A DEPUTY MEDICAL EXAMINER FOR INGHAM COUNTY

RESOLUTION # 16 – 470

WHEREAS, Section 52.201a of the Michigan Compiled Laws authorizes the Ingham County Board of Commissioners to appoint Deputy Medical Examiners who meet the required qualifications, who are licensed physicians in the State of Michigan, and who have been approved by the Chief Medical Examiner; and

WHEREAS, Ingham County’s Chief Medical Examiner has formally requested the appointment of Patrick Hansma, M.D. as a Deputy Medical Examiner for Ingham County; and

WHEREAS, Ingham County’s Chief Medical Examiner has verified that Dr. Patrick Hansma meets the required qualifications and is licensed to practice medicine in the State of Michigan.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners confirms the appointment of Dr. Patrick Hansma as a Deputy Medical Examiner for Ingham County, effective immediately.

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

HUMAN SERVICES: The Human Services Committee will meet on 11/07/2016

Adopted as part of a consent agenda.
INTRODUCED BY THE LAW & COURTS, COUNTY SERVICES AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO REORGANIZE AND EXPAND
INGHAM COUNTY ANIMAL CONTROL STAFF

RESOLUTION # 16 – 471

WHEREAS, the citizens of Ingham County approved the millage to construct and operate a new facility and enhance department operations; and

WHEREAS, the Ingham County Animal Control Department will receive funds generated by the Animal Control millage beginning in 2017; and

WHEREAS, ICAC employees and the Capital City Labor Program (CCLP) and United Auto Workers (UAW) agree that the proposed reorganization would benefit ICAC operations.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves a reorganization to create a new Customer Service and Community Outreach Manager Position and to delete one Redemption Clerk/Dispatcher Position.

BE IT FURTHER RESOLVED, the reorganization will change the job title “Office Coordinator” to “Office Lead” and change the job title “Redemption Clerk/Dispatcher” to “Animal Shelter Clerk.”

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Controller/Administrator to make the necessary budget adjustments and change of job titles to the Position Allocation List for the Ingham County Animal Control 2017 budget.

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

LAW & COURTS: Yeas: Crenshaw, Celentino, Tsernoglou, Banas, Maiville
   Nays: Schafer   Absent: Anthony   Approved 10/13/2016

COUNTY SERVICES: Yeas: Nolan, Koenig, Celentino, Bahar-Cook, Hope, Maiville
   Nays: None   Absent: Tsernoglou   Approved 11/01/2016

FINANCE: Yeas: Bahar-Cook, Tennis, McGrain, Crenshaw, Anthony, Case Naeyaert
   Nays: Schafer   Absent: None   Approved 11/02/2016

Commissioner Crenshaw moved to approve the resolution. Commissioner Tennis supported the motion.
Commissioner Schafer stated that he felt it was best to hold off on adding staff until the final costs of the shelter were known. He further stated that the Animal Control was founded as an enforcement agency and this did not add any enforcement.

THE MOTION CARRIED. **Yea**s: Anthony, Bahar-Cook, Banas, Celentino, Crenshaw, Koenig, McGrain, Nolan, Tennis, Tsernoglou, and Hope. **Nay**s: Maiville, Schafer, and Case-Naeyaert. **Absent**: None.
Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ALLOW THE INGHAM COUNTY SHERIFF’S OFFICE TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE CITY OF LANSING AND CITY OF EAST LANSING FOR THE 2016 LOCAL JAG GRANT

RESOLUTION # 16 – 472

WHEREAS, the City of Lansing Police Department, City of East Lansing Police Department, and the Ingham County Sheriff’s Office was allocated $95,990.00 for the 2016 Local JAG grant from the Department of Justice; and

WHEREAS, the City of Lansing is the fiduciary of this grant; and

WHEREAS, the Ingham County Sheriff’s Office portion allocated from this grant is $0.00 for 2016 due to a lack of violent crime data for 2015; and

WHEREAS, part of the application process to receive this funding from the 2016 Local JAG grant, the Ingham County Sheriff’s Office must enter into a Interlocal agreement with the City of Lansing and East Lansing, allowing for disbursement of allocated funds to both government police agencies.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into the Inter-local agreement between Ingham County, the City of Lansing and the City of East Lansing to accept the $95,990.00 allocated portion of the 2016 Local JAG grant for the time period of July 1, 2016 through September 30, 2019.

BE IT FURTHER RESOLVED, that the Lansing Police Department will voluntarily allocate, from their portion of the 2016 Local JAG grant $4,000.00 to the Ingham County Sheriff’s Office to be used for technology upgrades.

BE IT FURTHER RESOLVED, that the Ingham County Controller is authorized to make the necessary adjustments to the 2016-2019 Sheriff’s Office budgets consistent with this resolution.

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

LAW & COURTS: Yeas: Crenshaw, Celentino, Tsernoglou, Anthony, Banas, Schafer, Maiville
Nays: None     Absent: None     Approved 10/27/2016

FINANCE: Yeas: Bahar-Cook, Tennis, McGrain, Crenshaw, Anthony, Schafer, Case Naeyaert
Nays: None     Absent: None     Approved 11/02/2016

Adopted as part of a consent agenda.
Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ENTER INTO A CONTRACT WITH WEST SHORE SERVICES INC. FOR THE PURPOSE OF ADDING AND UPGRADING OUTDOOR WARNING SIRENS IN INGHAM COUNTY

RESOLUTION # 16 – 473

WHEREAS, the Ingham County Office of Homeland Security & Emergency Management has applied for and has been approved to receive pass through grant funds from the FY2015 Homeland Security Grant Program (HSGP); and

WHEREAS, the purpose of these grant funds is to purchase equipment and to provide training in the Homeland Security & Emergency Management field; and

WHEREAS, the Local Planning Team has determined that the need for emergency alert and warning sirens is a funding priority; and

WHEREAS, the grant funding will be used to purchase one siren for Onondaga Township in Ingham County; and

WHEREAS, this project serves to upgrade the emergency alert and warning siren system in Ingham County that has been completed in phases; and

WHEREAS, the siren system in controlled jointly with the City of Lansing and the Ingham County 911 Center serves as the primary activation point with backups at the Ingham County Emergency Operations Center and City of Lansing Emergency Operations Center; and

WHEREAS, the Michigan State Police Emergency Management and Homeland Security Division has approved the funding proposal; and

WHEREAS, the total expenditure for this proposal is $28,000.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes entering into a contract with Westshore Services Inc. and to utilize $28,000 from the FY2015 Homeland Security Grant Funding to upgrade and purchase one outdoor warning siren.

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

LAW & COURTS:  Yeas:  Crenshaw, Celentino, Tsernoglou, Anthony, Banas, Schafer, Maiville  
Nays:  None  
Absent:  None  
Approved  10/27/2016
FINANCE: Yea: Bahar-Cook, Tennis, McGrain, Crenshaw, Anthony, Schafer, Case Naeyaert
   Nays: None   Absent: None   Approved 11/02/2016

Adopted as part of a consent agenda.
Resolutions Authorizing Termination of the Support and Maintenance Agreement with Advanced Public Safety, Inc.

WHEREAS, the Ingham County Board of Commissioners passed a resolution to allow the Ingham County Sheriff’s Office to enter into an agreement with Advanced Public Safety, Inc. for the Sheriff’s Office and 55th District Court’s electronic ticket writing annual maintenance fees for 2016; and

WHEREAS, the Sheriff no longer desires to utilize Advanced Public Safety Inc.’s maintenance program for 2017; and

WHEREAS, the agreement automatically renews on January 1st of each year unless either party provides prior written notice that it desires to terminate the agreement; and

WHEREAS, the Support and Maintenance Agreement entered into between the County and Advanced Public Safety, Inc. under Section 5.2.2 requires no less than thirty (30) days written notice prior to the renewal term on January 1, 2017.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the Controller to send immediate notice to Advanced Public Safety, Inc. pursuant to Section 5.2.2 of the Support and Maintenance Agreement that the County is terminating the agreement effective 11:59 p.m. on December 31, 2016.

Adopted as part of a consent agenda.
ADOPTED - NOVEMBER 09, 2016
AGENDA ITEM NO. 22

Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO PURCHASE FROM LEXISNEXIS E-CITATION PROGRAMMING, MICHIGAN UD-10 CRASH REPORTING AND DIAGRAMMING AND A ONE YEAR E-CITATION ANNUAL MAINTENANCE PROGRAM

RESOLUTION # 16 – 475

WHEREAS, the Ingham County Sheriff’s Office has had for several years used APS (Advanced Public Safety) for our patrol cars and District Court E-Citation programming; and

WHEREAS, the last two years issues occurred with our E-Citation programming that APS has failed to fix; and

WHEREAS, LexisNexis purchased the company Iyetek which several Mid-Michigan Police agencies use for their E-Citation programming; and

WHEREAS, changing to LexisNexis E-Citation programming includes, at no extra cost, Michigan UD-10 Crash Reporting and diagramming free with purchase of their E-Citation program; and

WHEREAS, currently with APS E-Citation programming, there is no Michigan UD-10 Crash reporting or diagramming program, and deputies on crash scenes have to use the current Tri-Tech E-crash reporting program that does not meet the new 2016 Michigan State Police Accident Report requirements; and

WHEREAS, the above free Michigan UD-10 Crash reporting system with LexisNexis does meet those Michigan State Police requirements.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes a contract with LexisNexis to purchase their E –Citation program which includes the Michigan UD-10 Crash reporting and diagramming program, and one year maintenance contract at a cost not to exceed $25,328.70 from the 2017 Sheriff’s Office Capital Improvement funds.

BE IT FURTHER RESOLVED, that the Ingham County Controller is authorized to make the necessary budget adjustments to the 2017 Sheriff’s Office budget.

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

LAW & COURTS: Yeas: Crenshaw, Celentino, Tsernoglou, Anthony, Banas, Schafer, Maiville
Nays: None    Absent: None    Approved 10/27/2016
FINANCE: Yeas: Bahar-Cook, Tennis, McGrain, Crenshaw, Anthony, Schafer, Case Naeyaert
Nays: None Absent: None Approved 11/02/2016

Adopted as part of a consent agenda.
Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING PURCHASE OF EQUIPMENT AND SERVICES FOR AN ADDITIONAL WORKSTATION IN THE INGHAM COUNTY 9-1-1 CENTER

RESOLUTION # 16 – 476

WHEREAS, Ingham County 9-1-1 Central Dispatch Center requested and was approved for a CIP project in its 2016 budget to add an additional workstation to the call center; and

WHEREAS, the addition of this station will relocate work duties for staff and allow for shift supervisors to work more closely with dispatch staff; and

WHEREAS, the quotes for equipment and services have been received from vendors and totals $42,509.08 for this project; and

WHEREAS, the 9-1-1 Department is asking for a $2,490.92 contingency for any unseen circumstances that may arise during installation; and

WHEREAS, the vendors for this project are sole source, GSA, or under contract with Ingham County to provide services on the various systems.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the purchase of a new 9-1-1 workstation and related installation services for a total project cost not to exceed $45,000.00, which includes $42,509.08 for equipment and services and $2,490.92 for contingency from the 9-1-1 Center CIP 2016 budget.

BE IT FURTHER RESOLVED, that the following vendors and amounts are approved for equipment and services for this project:

Russ Bassett, for workstation equipment and installation - $24,157.20
Carousel Industries, for relocation of existing phone equipment- $1,670.00
Harris Radio, for relocation of existing radio equipment- $1,608.00
FD Hayes, for electrical and cabling - $13,800.00
CDW, for workstation computer monitors- $1,273.88

BE IT FURTHER RESOLVED, that the Ingham County Controller is authorized to make the necessary budget adjustments to the 2016 9-1-1 Center budget.
BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary contract or purchase order documents that are consistent with this resolution and approved as to form by the County Attorney.

**LAW & COURTS: Yeas:** Crenshaw, Celentino, Tsernoglou, Anthony, Banas, Schafer, Maiville  
**Nays:** None  
**Absent:** None  
**Approved 10/27/2016**

**FINANCE: Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Anthony, Schafer, Case Naeyaert  
**Nays:** None  
**Absent:** None  
**Approved 11/02/2016**

Adopted as part of a consent agenda.
SPECIAL ORDERS OF THE DAY

Commissioner Crenshaw moved the following appointments:

Derrell Slaughter to the Board of Health,

Lauren Shattuck, Rita Voegel, and Audrey Martini to the Historical Commission,

Jen Flood and Cheryl Bergman to the Potter Park Zoo Board,

and Heather Irvine to the Youth Commission.

Commissioner Banas supported the motion.

THE MOTION CARRIED UNANIMOUSLY. Absent: None.

PUBLIC COMMENT

None.

COMMISSIONER ANNOUNCEMENTS

Commissioner Crenshaw reminded the members of the Law and Courts Committee that meeting scheduled for November 10, 2016 was cancelled and the next meeting would be December 10th.

Commissioner Banas thanked the employees of the Clerk’s Office, volunteers, and seasonal workers, for their efforts related to the November General Election.

CONSIDERATION AND ALLOWANCE OF CLAIMS

Commissioner Tennis moved to pay the claims in the amount of $6,788,630.94. Commissioner McGrain supported the motion.

THE MOTION CARRIED UNANIMOUSLY. Absent: None.

ADJOURNMENT

The meeting was adjourned at 6:43 p.m.
November 2, 2016

Ingham County Board of Commissioners
FOIA Coordinator
P.O. Box 319
Mason, MI 48854

RE: Freedom of Information Act – Appeal

Dear Board of Commissioners,

This is a Freedom of Information Act appeal of the October 19, 2016 denial of my September 27, 2016 request. The video is not a “judicial record” and the definition and scope of a “judicial record” is clearly defined in the court rules. The program that captures this information, Ocularis, is simply a software program that is owned by the county, not the court.

In the response, it is mentioned that the records – if disclosed – would be subject to redaction or appropriate safeguards. As you know, the need for redaction does not justify a denial of the entire record. Your denial makes no effort to explain how the need to redact justifies a complete denial. It also does not explain how any balancing of interests were weighed which is mandatory for the unwarranted invasion of privacy exemption.

Please reverse the October 19, 2016 decision and provide the records at your earliest convenience. I am further preserving the violation of the time requirements of the Freedom of Information Act. The response was mailed in on September 27, 2016 and is stamped as received on September 30, 2016. The response was not generated until after we contacted Ms. Bennett to determine why we had not received a response or an extension. The County clearly violated the time requirements of the Freedom of Information Act.

Sincerely,

J. Nicholas Bostic
Attorney at Law

Cc: Rosemarie Aquiline
Client file
October 19, 2016

Mr. J. Nicholas Bostic  
Bostic & Associates  
909 N. Washington Ave  
Lansing, MI. 48906


Dear Mr. Bostic:

This is in response to your FOIA request, which was received in the Ingham County Board of Commissioner’s Office on September 30, 2016, and for which notice of a ten business day extension was given. A copy of your request is attached and incorporated into this response.

As for your request:

1. The video and any audio footage inclusive of the frames attached and all frames between.

2. Computer logs of all computer or video terminals that accessed and viewed the footage between the incident concluding and Thursday, August 4, 2016 at 6:00 pm.

3. Logs from each computer or video terminal that accessed and viewed the footage showing all activation of functions such as play, rewind, frame-by-frame, fast-forward, or record between the incident concluding and Thursday, August 4, 2016 at 6:00 pm.

4. All logs showing the recording of the video onto any other medium or device between the incident concluding and Thursday, August 4, 2016 at 6:00 pm.

your request is denied. The courtroom security surveillance video system is operated and maintained at the direction of the Circuit Court for the Court’s own security purposes. The security videos and the related documentation as to use of the video security system are judicial records. The judiciary is not a public body subject to FOIA. MCL 15.232(d)(v). The requested records may otherwise be exempt from disclosure (a) under MCL 15.243(1)(a) as constituting a clearly unwarranted invasion of an individual’s privacy, because the video may contain images of minors, jurors and/or crime victims; (b) under MCL 15.243(1)(d), as records exempt under another statute, being MCL 780.758 prohibiting the disclosure of visual representations of crime victims; and (c) under MCL 15.243(1)(u) and (y), as records pertaining to security measures, where disclosure of the video would necessarily disclose the specification, capabilities and deficiencies of the courtroom security camera.
If such records were deemed to be subject to disclosure, such disclosure would be subject to prior redaction and/or appropriate safeguards to protect the identity of individuals who may be present. Such redaction or safeguards are authorized under MCL 15.243(1)(a) that the records, if not safeguarded, would constitute a clearly unwarranted invasion of an individual's privacy in, and to the extent, that the records contain images of minors, jurors and/or crime victims; and/or under MCL 15.243(1)(d), as records exempt under another statute, being MCL 780.758 prohibiting the disclosure of visual representations of crime victims. These statutory bases for pre-disclosure safeguards to assure the privacy/statutory rights of persons depicted in the records are hereby reserved and not waived.

Because this constitutes a denial of your request, pursuant to Section 10 of the Freedom of Information Act, you are entitled to appeal any denial of a request and, if you prevail in such an appeal, attorney’s fees, costs, and disbursements shall be awarded. Enclosed please find a complete copy of Section 10 of the Act for your reference.

Sincerely,

[Signature]

Becky Bennett
FOIA Coordinator
On 10/7/2016 3:39:41 PM, Becky Bennett wrote:
RE: FOIA REQUEST of September 30, 2016, Reference # W002575-093016

Dear Nick:

This letter is in response to your Freedom of Information Act (FOIA) request referenced above. Your request mentioned:

"General/Other - Requesting copies of a video and computer logs of access to the video from the courtroom of Judge Jamo on August 2, 2016. The request includes items 1, 2, 3 and 4. Please see attached."

We are extending the date to respond to your FOIA request for no more than 10 business days, until 10/21/2016. Only one extension may be taken per FOIA request. If you have any questions regarding this extension, contact Becky Bennett at 517-676-7200.

Estimated Time Frame to Provide Records: 10/21/2016
The time frame estimate is nonbinding upon the County, but the County is providing the estimate in good faith. Providing an estimated time frame does not relieve a public body from any of the other requirements of this act.

Reason for Extension:
• The County needs to search for, collect, or appropriately examine or review a voluminous amount of separate and distinct public records pursuant to your request. Specifically, the County must:
  need time to locate record(s) and check on status.

The County's FOIA Procedures and Guidelines, and its Public Summary, can be found at www.ingham.org.

Sincerely,

Becky Bennett
Board Coordinator/FOIA Coordinator
Board of Commissioners
September 27, 2016

County BOC Office
ATTN: Becky Bennett
FOIA Coordinator
P.O. Box 319
Mason, MI 48854

RE: Freedom of Information Act Request

Dear Ms. Bennett,

This is a freedom of information act request. I am requesting copies of a video and computer logs of access to the video from the courtroom of Judge Jamo on August 2, 2016. The incident occurred on or about August 2, 2016. I am not certain of the exact time frame but it was later in the afternoon. I have attached a still shot of the first frame and the last frame to help you narrow the scope of the video and the logs. The request includes:

1. The video and any audio footage inclusive of the frames attached and all frames between.

2. Computer logs of all computer or video terminals that accessed and viewed the footage between the incident concluding and Thursday, August 4, 2016 at 6:00 p.m.

3. Logs from each computer or video terminal that accessed and viewed the footage showing all activation of functions such as play, rewind, frame-by-frame, fast-forward, or record between the incident concluding and Thursday, August 4, 2016 at 6:00 p.m.

4. All logs showing the recording of the video onto any other medium or device between the incident concluding and Thursday, August 4, 2016 at 6:00 p.m.

The listing of certain specific items is intended to help identify the records requested and increase the scope of records within the request. The listing is not intended to exclude any records that pertain to the category sought.

If you need additional information to identify the records requested or have questions concerning our request, please feel free to contact me.

Sincerely,

Nicholas Bostic
Attorney at Law

Admitted to Practice
All Michigan Courts—state and federal
United States Supreme Court • U.S. Court of Appeals—6th and 9th Circuits
November 2, 2016

Gretchen Whitmer
Ingham County Prosecutor
303 W. Kalamazoo St.
Lansing, MI 48933

RE: Freedom of Information Act Request

Dear Ms. Whitmer,

This is an appeal of the October 18, 2016 denial of Item 4 of my September 27, 2016 Freedom of Information Act request. The video is not a "judicial record" and the definition and scope of a "judicial record" is clearly defined in the court rules. The program that captures this information, Ocularis, is simply a software program that is owned by the county, not the court. As to Item 4 and the recorded witness statements, the redaction process – if appropriate – is an obligation on the governmental entity and is not a basis for a denial.

Please reverse the denial as to Item 4 and the recorded witness statements and forward those to me at your earliest convenience.

Sincerely,

J. Nicholas Bostic
Attorney at Law

JNB/dka

Cc: Rosemarie Aquilina
Client file
October 18, 2016

J. Nicholas Bostic
Bostic & Associates
909 N. Washington Ave
Lansing, MI 48906


Dear Mr. Bostic:

This is in response to your FOIA request, which was received in the Ingham County Prosecutor’s office on September 29, 2016. A copy of your request is attached and incorporated into this response.

As to Item numbers 1, 16 (including copies of the request for appointment of special prosecutor paperwork, and 17 of your request: your request is granted and copies of the requested records are here attached.

As to Item numbers 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 18 of your request: your request is denied. The requested records do not exist or are not in the possession of the Ingham County Prosecutor’s Office, and the Ingham County Prosecutor is under no legal obligation to create a public record. MCL 15.235(4); MCL 15.233(4).

As to Item number 4 of your request: your request for courtroom security surveillance video records is denied. The Circuit Court courtroom security surveillance video system is operated and maintained at the direction of, and under the control of, the Circuit Court for the Court’s own security purposes. The security video records and the related documentation as to the use of the video security system are judicial records. The judiciary is not a public body subject to FOIA. MCL 15.232(d)(v). To the extent portions of records of court security video are in the possession of the Prosecutor’s Office, such records are also exempt from disclosure under MCL 15.243(1)(u) and (y) in that they are records pertaining to security measures and disclosure of the records would necessarily disclose the specification, capabilities and deficiencies of the courtroom security camera security measure. Finally, if such records were deemed to be subject to disclosure, such disclosure would be subject to prior redaction and/or appropriate safeguards to protect the identity of
individuals who may be present. Such redaction or safeguards are authorized under MCL 15.243(1)(a) that the records, if not safeguarded, would as constitute a clearly unwarranted invasion of an individual’s privacy in, and to the extent, that the records contain images of minors, jurors and/or crime victims; and/or under MCL 15.243(1)(d), as records exempt under another statute, being MCL 780.758 prohibiting the disclosure of visual representations of crime victims. These statutory bases for pre-disclosure safeguards to assure the privacy/statutory rights of persons depicted in the records are hereby reserved and not waived.

Also, the recorded witness statements of Allison Hayes, Judge Janelle Lawless, Stefan Foucier, and Jean Ann Hamlin are denied because we are not in possession of the technology to redact personal identifying information of the individuals whose statements were recorded and we do not have the ability to split the witness statements off one disc that was provided by the Ingham County Sheriff’s Office. Such redaction or safeguards are authorized under MCL 15.243(1)(a) that the records, if not safeguarded, would as constitute a clearly unwarranted invasion of an individual’s privacy in, and to the extent, that the records contain images of minors, jurors and/or crime victims; and/or under MCL 15.243(1)(d), as records exempt under another statute, being MCL 780.758 prohibiting the disclosure of visual representations of crime victims. These statutory bases for pre-disclosure safeguards to assure the privacy/statutory rights of persons depicted in the records are hereby reserved and not waived.

Because this constitutes a denial of your request, pursuant to Section 10 of the Freedom of Information Act, you are entitled to appeal any denial of a request and, if you prevail in such an appeal, attorney’s fees, costs, and disbursements shall be awarded. Enclosed please find a complete copy of Section 10 of the Act for your reference.

Sincerely,

Lisa McCormick
Chief Assistant Prosecutor

LMC/rrt
10/05/2016

Nick Bostic
909 N. Washington Ave
Lansing MI 48906

RE: FOIA REQUEST of September 29, 2016, Reference # W002543-092916

Dear Mr. Bostic:

This letter is in response to your Freedom of Information Act (FOIA) request referenced above. Your request mentioned:

"Prosecuting Attorney - ICSO & Aquilina See attached letter - there are 18 specified requests"

We are extending the date to respond to your FOIA request for no more than 10 business days, until 10/19/2016. Only one extension may be taken per FOIA request. If you have any questions regarding this extension, contact Lisa McCormick at 517-483-6247.

Estimated Time Frame to Provide Records: 10/19/2016
The time frame estimate is nonbinding upon the County, but the County is providing the estimate in good faith. Providing an estimated time frame does not relieve a public body from any of the other requirements of this act.

Reason for Extension:

The County needs to collect the requested public records from numerous field offices, facilities, or other establishments that are located apart from the County office. Specifically, the County must coordinate documents from these locations:

The County's FOIA Procedures and Guidelines, and its Public Summary, can be found at www.ingham.org.

Sincerely,

Lisa McCormick
Lisa McCormick
Chief Assistant Prosecuting Attorney
Ingham County Prosecutor's Office
September 27, 2016

Gretchen Whitmer
Ingham County Prosecutor
303 W. Kalamazoo St.
Lansing, MI 48933

RE: Freedom of Information Act Request

Dear Ms. Whitmer,

This is a Freedom of Information Act request. I am requesting copies of all warrant requests submitted to your office by the Ingham County Sheriff’s Office concerning a purported investigation into the release of a video/audio recording from the cameras in the courtroom of Judge Jano. The incident occurred on or about August 2, 2016. The person named as the suspect was Rosemarie E. Aquilina. The request includes but is not limited to:

1. All police incident reports to include all supplemental reports.
2. All laboratory reports concerning testing of any persons or property.
3. All polygraph reports including copies of graphs conducted of any suspect, victim, or witness.
4. All photographs, audio recordings, or video recordings generated by law enforcement or seized (digital format is acceptable).
5. All journals, notes, case notes, or other administrative entries generated by any officer, agent, or investigator whether or not included in an incident report.
6. All audio or visual recording of any portion of this incident from any recording device mounted in a vehicle, on an officer’s person, on an informant’s person, or in a detention/jail facility.
7. All evidence logs for all property seized.
8. All search warrants to include affidavits and returns used in the investigation regardless of whether the warrants resulted in the seizure of property.
9. Any court orders used to obtain telecommunications records or contents.

Admitted to Practice
All Michigan Courts—state and federal
United States Supreme Court · U.S. Court of Appeals—6th and 9th Circuits
10 Any written or recorded statements made by any suspect or witness to this incident.

11 Any photographic array or photographs of corporeal line-ups. (Physical descriptions of all participants, the results of the viewing by each witness, and the admonition or warning used with each viewer prior to the viewing).

12 All field notes generated by any officer, agent, or investigator in this case. (Includes handwritten, electronic, dictated, or any other rough draft version of information.)

13 All supporting data for laboratory testing. (This includes, evidence tracking logs, notes, checklists, calibration logs for testing instruments [i.e., GC/MS], contents and all labeling for locally created solutions, photographs, and curriculum vitae for testifying experts.)

14 A roster of all deputies assigned to the Veteran's Memorial Courthouse including their duty posts for August 2, 2016 and August 3, 2016.

15 All records from the use of any “StingRay” device or similar device used to acquire electronic data from a computer, cellular telephone, pager, tablet, or any other electrical device owned by or under the control of Rosemarie E. Aquilina.

16 The warrant request form including any witness list or evidence list submitted with it.

17 All records showing the disposition of the warrant request by your office.

18 All records of any communications other than the warrant request between your office, the Chief Judge of the 30th Circuit Court, the 30th Circuit Court Administrator, or the Ingham County Sheriff including his deputies and administrative staff concerning Judge Aquilina between the dates of August 2, 2016 and present.

The listing of certain specific items is intended to help identify the records requested and increase the scope of records within the request. The listing is not intended to exclude any records that pertain to the category sought.

If you need additional information to identify the records requested or have questions concerning our request, please feel free to contact me.

Sincerely,

[Signature]

J. Nicholas Bosnic
Attorney at Law

Admitted to Practice
All Michigan Courts—state and federal
United States Supreme Court - U.S. Court of Appeals 6th and 9th Circuits
November 4, 2016

INGHAM COUNTY BOARD OF COMMISSIONS
PO BOX 319
MASON, MI 48854

Subject: Realize Cedar Plan Approved

Please be advised that Delhi Township has approved the Realize Cedar Plan consistent with the provisions of the Michigan Planning Enabling Act, Public Act 33 of 2008, as amended. This plan is the revision of the Cedar Street corridor and was approved as an amendment to the existing Master Plan for the Township.

A copy of the Realize Cedar plan can be located on the Township’s website (www.delhitownship.com). If you would prefer to only receive the Amendment in paper form, please return one signed copy of this letter for our files as authorization.

We thank you for your assistance with Delhi Township’s Realize Cedar Plan process.

Sincerely,

Tracy LC Miller, Director
Department of Community Development
Delhi Charter Township

I/WE PREFER INFORMATION IN PAPER FORM ONLY

________________________________________________________________________
Signature ______________________ Date ______________________

________________________________________________________________________
Date ______________________ Name and Title ______________________
November 16, 2016

Ms. Kara Hope, Chairperson
Ingham County Board of Commissioners
P. O. Box 319
Mason, MI 48854

RE: Brownfield Redevelopment Authority Plan #22 - Costco

Dear Ms. Hope:

The Brownfield Redevelopment Authority (BRA) of the City of East Lansing, Michigan, has approved TIF Plan #22 for the Costco Wholesale Warehouse for two parcels at 5800 Park Lake Road (Tax ID 33-20-02-08-276-004) and No Known Address (Tax ID 33-20-02-09-151-003) and has forwarded it to the East Lansing City Council for review and a public hearing. The project includes a Costco warehouse retail building with an attached tire center, and a freestanding gasoline and a diesel refueling facility is also proposed. The applicant proposes to relocate an existing pipeline, raze the existing buildings on the property, bring off-site infrastructure to the property, and construct the commercial project.

Per the requirements of Public Act 381 of 1996, as amended, the City is required to provide notice regarding the Plan and the public hearing. East Lansing City Council has scheduled a public hearing to consider the Plan on Tuesday, December 6, 2016 at 7:00 p.m. Details of the public hearing are included on the enclosed Notice. The Plan can be viewed at www.cityofeastlansing.com/529/projects.

The City Council welcomes your written or verbal comments on any and all aspects of the proposed Plan. If you have any questions regarding the Plan, please contact me directly at (517) 319-6887.

Sincerely,

Lori Mullins
Community & Economic Development Administrator

Encl.
NOTICE OF PUBLIC HEARING

The City of East Lansing in the Counties of Clinton and Ingham

NOTICE OF PUBLIC HEARING ON THE ADOPTION OF BROWNFIELD PLAN #22 FOR THE CITY OF EAST LANSING PURSUANT TO AND IN ACCORDANCE WITH ACT 381, 1996, AS AMENDED, OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN.

Please take notice that a Public Hearing shall be held before the East Lansing City Council on Tuesday, December 6, 2016 at 7:00 p.m. in the Council Chambers, 101 Linden Street, East Lansing, MI 48823 on the adoption of a resolution for Brownfield Plan #22 for the City of East Lansing, within which the Authority shall exercise its powers, all pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended.

The description of the proposed Brownfield is:

Land situated in the City of East Lansing in the county of Ingham, consisting of two (2) parcels located at 5800 Park Lake Road, Tax ID 33-20-02-08-276-004, and No Known Address, Tax ID 33-20-02-09-151-003, consisting of approximately 64.49 acres.

Costco Wholesale Warehouse ("Costco") is a commercial redevelopment project that seeks to construct an approximate 156,170 square foot warehouse retail building that includes an attached tire center. In addition, a freestanding gasoline and diesel fueling facility is also proposed for the Property. The applicant proposes to relocate an existing pipeline, raze the existing buildings on the Property, bring off-site infrastructure to the Property and construct this commercial project.

The description of the property, along with maps and a copy of Brownfield Plan #22, are available for public inspection in the Department of Planning, Building and Development, City of East Lansing, 517-319-6930 and at www.cityofeastlansing.com/539/projects.

Please note that all aspects of the Brownfield Plan are open for discussion at the public hearing, at which all interested persons will be provided an opportunity to be heard and written communication will be received and considered. The City of East Lansing will provide reasonable accommodations, such as interpreters for the hearing impaired and audiotapes of printed materials being considered at this meeting, upon notice to the City of East Lansing prior to the meeting. Individuals with disabilities requiring reasonable accommodations or services should write or call the City Manager’s Office, 410 Abbot Road, East Lansing, MI, 48823, 517-319-6920, TDD 1-800-649-3777.

Marie Wicks
City Clerk

Dated: November 16, 2016
WHEREAS, on October 1, 1981, the HOMTV Internship Program began with the hiring of their first intern Ben Stark; and

WHEREAS, in 1985 the Internship Program was reorganized and expanded with close to 10 interns working a minimum of 15 hours per week on a non-paid basis; and

WHEREAS, the Internship Program, originally comprised of a reporting track and producing track was expanded in 1997 to include a promotions track; and

WHEREAS, in 2001 the Internship Program was restructured to coincide with Michigan State University’s semester calendar along with a signed contract and policy manual which significantly increased the number of applications to over 200 annually; and

WHEREAS, in 2011, additional online requirements were implemented supporting the growing demand of digital media and providing interns with another aspect of training and experience; and

WHEREAS, in 2012 recruitment efforts expanded to major colleges and universities across the state connecting the Internship Program to a broader talent base; and

WHEREAS, each year interns continue to be a valuable asset to the Meridian Township community, volunteering around 14,000 hours serving as production crew and on-air talent for nearly 90 official Township meetings and over 600 HOMTV programs, as well as producing more than 1,000 stories and PSA’s; and

WHEREAS, since the first HOMTV intern, approximately 1,000 interns successfully completed the Internship Program and over 500 have moved on to work in the field of journalism, television production, film production and the communications industry both nationally and internationally, creating a strong HOMTV Alumni Network; and

WHEREAS, 2016 marks the 35th anniversary of the founding of the HOMTV Internship Program.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby commemorates the 35th Anniversary of the HOMTV Internship Program, recognizing it as an established and exemplary hands-on training program bridging the gap between college education and real world experience, while retaining and fostering talent for the professional television and communications industry.

BE IT FURTHER RESOLVED, that the Board recognizes the significance of this milestone and commends the staff and interns of HOMTV Meridian Government Television on this momentous occasion.
COUNTY SERVICES:  Yeas: Nolan, Koenig, Celentino, Tsernoglou, Hope
     Nays: None   Absent: Bahar-Cook, Maiville  Approved 11/15/2016
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

RESOLUTION # 16 -

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
adoptions 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.

COUNTY SERVICES:  Yeas: Nolan, Koenig, Celentino, Tsernoglou, Hope
Nays: None    Absent: Bahar-Cook, Maiville    Approved 11/15/2016
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 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.

COUNTY SERVICES:  Yeas: Nolan, Koenig, Celentino, Tsernoglou, Hope
                 Nays: None   Absent: Bahar-Cook, Maiville   Approved 11/15/2016
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MANAGING DIRECTOR: ______________________________
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.

COUNTY SERVICES:  Yeas:  Nolan, Koenig, Celentino, Tsernoglou, Hope
Nays:  None   Absent:  Bahar-Cook, Maiville   Approved 11/15/2016
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        Mark J. Swanson                  Date
Board of Commissioners                  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 and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE SETTLEMENT TO REDEEM WORKERS’ COMPENSATION LIABILITY

RESOLUTION # 16 –

WHEREAS, in 2015, Ingham County Employee Brian Weston filed an Application for Mediation or Hearing with the Michigan Workers’ Compensation Agency based on an on-the-job injury; and

WHEREAS, the parties negotiated a tentative redemption agreement; and

WHEREAS, the proposed redemption requires the formal approval of Ingham County; and

WHEREAS, the Human Resources Director, Controller/Administrator and Legal Counsel for the County recommend approval of the redemption; and

WHEREAS, the Ingham County Board of Commissioners desires to redeem all pending liability.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the Redemption amount as negotiated and recommended by Legal Counsel.

BE IT FURTHER RESOLVED, that Legal Counsel is authorized to enter into an Agreement to Redeem Liability to finally resolve the pending workers’ compensation litigation.

COUNTY SERVICES: Yeas: Nolan, Koenig, Celentino, Bahar-Cook, Hope, Maiville
Nays: None Absent: Tsernoglou Approved 11/01/2016

FINANCE: Yeas: Bahar-Cook, Tennis, McGrain, Crenshaw, Anthony, Schafer, Case Naeyaert
Nays: None Absent: None Approved 11/02/2016
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.

COUNTY SERVICES: Yeas: Nolan, Koenig, Celentino, Tsernoglou, Hope
Nays: None Absent: Bahar-Cook, Maiville Approved 11/15/2016

FINANCE: Yeas: Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer
Nays: None Absent: Anthony, Case Naeyaert Approved 11/16/2016
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.

COUNTY SERVICES: Yeas: Nolan, Koenig, Celentino, Tsernoglou, Hope
Nays: None Absent: Bahar-Cook, Maiville Approved 11/15/2016

FINANCE: Yeas: Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer
Nays: None Absent: Anthony, Case Naeyaert Approved 11/16/2016
AGENDA ITEM NO. 10

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.

RESOLUTION # 16 –

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.

COUNTY SERVICES: Yeas: Nolan, Koenig, Celentino, Tsernoglou, Hope
Nays: None  Absent: Bahar-Cook, Maiville  Approved 11/15/2016

FINANCE: Yeas: Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer
Nays: None  Absent: Anthony, Case Naeyaert  Approved 11/16/2016
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.
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.

COUNTY SERVICES: **Yeas:** Nolan, Koenig, Celentino, Tsernoglou, Hope  
**Nays:** None  
**Absent:** Bahar-Cook, Maiville  
**Approved 11/15/2016**

FINANCE: **Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer  
**Nays:** None  
**Absent:** Anthony, Case Naeyaert  
**Approved 11/16/2016**
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

RESOLUTION # 16 –

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: ________________________________

COUNTY SERVICES: Yeas: Nolan, Koenig, Celentino, Tsernoglou, Hope
Nays: None   Absent: Bahar-Cook, Maiville   Approved  11/15/2016

FINANCE: Yeas: Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer
Nays: None   Absent: Anthony, Case Naeyaert   Approved  11/16/2016

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
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 HEREAFTER 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 depositary 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 approve 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 hereinafore 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 to 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 "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.
On this ___ day of _________, 2016, in Ingham County, Michigan, before me appeared __________________ and __________________, the Chairperson and the Secretary, respectively, of the Commission of the Ingham County Building Authority, a public corporation in the State of Michigan, and, each being duly sworn, did say that the foregoing Contract of Lease was signed and sealed on behalf of said Authority by authority of its Commission, and the said persons acknowledged said instrument to be the free act and deed of said Authority.

__________________________________________
Notary Public, _______ County, Michigan
Acting in Ingham County, Michigan
My commission expires:
STATE OF MICHIGAN  
COUNTY OF INGHAM  

On this ___ day of ________, 2016, in Ingham County, Michigan, before me appeared 
_______________, the Chairperson of the Ingham County Board of Commissioners of the County of Ingham, 
Michigan, and, each being duly sworn, did say that the foregoing Contract of Lease was signed and sealed on 
behalf of said County by authority of its Board of Commissioners, and the said persons acknowledged said 
instrument to be the free act and deed of said County.

__________________________________________
Notary Public, _______ County, Michigan
Acting in Ingham County, Michigan
My commission expires:

LANSING 9425-7 513115v5
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.


(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.
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.

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.


(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.
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.

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.

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

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

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.

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 CMH 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: ________________________________
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 306.81 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 38 minutes 42 seconds West 325.70 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 434.83 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.
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
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 Revolving Fund.

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

COUNTY SERVICES:  Yeas: Nolan, Koenig, Celentino, Tsernoglou, Hope
   Nays: None  Absent: Bahar-Cook, Maiville  Approved 11/15/2016

FINANCE:  Yeas: Bahar-Cook, Tennis, Crenshaw, Schafer
Introduced by the 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

RESOLUTION # 16 –

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 Revolving Fund.

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

COUNTY SERVICES:  Yeas: Nolan, Koenig, Celentino, Tsernoglou, Hope
Nays:  None Absent: Bahar-Cook, Maiville  Approved 11/15/2016
FINANCE: **Yea:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer
**Nay:** None
**Absent:** Anthony, Case Naeyaert
**Approved 11/16/2016**
WHEREAS, the 2016 Apportionment Report was approved by Resolution #16-420 on October 10, 2016; and

WHEREAS, as a result of the election held on November 8, 2016 it is necessary to amend the Apportionment Report.

THEREFORE BE IT RESOLVED, that Resolution #16-420 is amended by substituting the attached statement of taxable valuations and mills apportioned to the various units in Ingham County for the year 2016.

FINANCE:  Yeas:  Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer
           Nays:  None  Absent:  Anthony, Case Naeyaert  Approved 11/16/2016
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continued on page 2
### INGHAM COUNTY APPORTIONMENT REPORT

**STATEMENT SHOWING TAXABLE VALUATIONS AND MILLS APPORTIONED**

**BY THE BOARD OF COMMISSIONERS FOR THE YEAR 2016**

Amended November 22, 2016

---

**7**

<table>
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<tr>
<th>Taxing Authorities</th>
<th>8 2016 Real &amp; Personal Taxable Value</th>
<th>9 2016 Total Tax Rates</th>
<th>10 DOLLARS OF AD VALOREM TAXES LEVIED</th>
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**CERTIFICATION**

I hereby certify that this report is a true statement of the taxable valuations of each assessing district and of all ad valorem milages apportioned by the County Board of Commissioners of the

<table>
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<tr>
<th>County of Ingham for the year 2016</th>
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</table>

Douglas A. Stover, Ingham County Equalization Director

---

**NOTARIZATION**

Rebecca Bennett, Notary Public

State of Michigan (ss)

Rebecca Bennett, Notary Public - State of Michigan

County of Ingham (ss)

Subscribed before me this 9th day of November 2016

My Commission Expires November 26, 2019

---

Page 2 of 13

continued on page 3

It is important that all city ad valorem taxes be entered on this sheet. County Board of Commissioners do not certify city or village tax rates. These rates are for information purposes only. List all school districts on page 4.
## INGHAM COUNTY APPORTIONMENT REPORT
### STATEMENT SHOWING TAXABLE VALUATIONS AND MILLS APPORTIONED
#### BY THE BOARD OF COMMISSIONERS FOR THE YEAR 2016

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<th>2016 Operating Tax Rates</th>
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<td>All Property</td>
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INTRODUCED BY THE HUMAN SERVICES COMMITTEE OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO RECOGNIZE THE HOLT PUBLIC SCHOOL DISTRICT
FOR ITS INVOLVEMENT IN THE
MASS DISPENSING EXERCISE ON OCTOBER 19, 2016

RESOLUTION # 16 –

WHEREAS, Dr. David Hornak, Superintendent of the Holt Public School District, has agreed to allow the Ingham County Health Department to utilize the Holt High School as a mass dispensing/vaccination site during public health emergencies and exercises; and

WHEREAS, Holt High School functioned as a Mass Dispensing Site during the Mass Dispensing Exercise held on October 19, 2016; and

WHEREAS, Mr. Michael Willard, Holt High School Principal, ensured staff assistance and logistical support at Holt High School during the October 19, 2016 Mass Dispensing Exercise; and

WHEREAS, Mr. Willard and health teachers Allison Ferris and Elizabeth Graf served on the Mass Dispensing Exercise Planning Committee for the October 19, 2016 Mass Dispensing Exercise; and

WHEREAS, Ms. Ferris, Ms. Graf, and health teacher Ms. Jennie Boike allowed their health class students to be patients at the October 19, 2016 Mass Dispensing Exercise; and

WHEREAS, the Holt High School staff assisted in the set-up of Holt High School for the October 19, 2016 Mass Dispensing Exercise.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby recognizes the Holt Public School District for its efforts during the Mass Dispensing Exercise held on October 19, 2016.

BE IT FURTHER RESOLVED, that the Board extends its sincere appreciation to the Holt Public School District for its continued support of Public Health Emergency Preparedness.

HUMAN SERVICES: Yeas: McGrain, Tennis, Koenig, Nolan, Hope
Nays: None  Absent: Banas, Case Naeyaert  Approved 11/14/2016
Introduction 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

RESOLUTION # 16 –

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 and County Clerk are 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.

HUMAN SERVICES:  Yeas: McGrain, Tennis, Koenig, Nolan, Hope
Nays: None  Absent: Banas, Case Naeyaert  Approved 11/14/2016

COUNTY SERVICES:  Yeas: Nolan, Koenig, Celentino, Tsernoglou, Hope
Nays: None  Absent: Bahar-Cook, Maiville  Approved 11/15/2016
FINANCE: Yeas: Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer
Nays: None  Absent: Anthony, Case Naeyaert  Approved 11/16/2016
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 COURT FOR CERTAIN TAX DELINQUENT PROPERTIES IN LANSING

RESOLUTION # 16 –

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, LSSCM 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 Revolving 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 and County Clerk are hereby authorized to sign any necessary documents after approval as to form by the County Attorney.

**HUMAN SERVICES:**  **Yea**: McGrain, Tennis, Hope  
**Nays**: Koenig, Nolan  
**Absent**: Banas, Case Naeyaert  
**Approved 11/14/2016**

**COUNTY SERVICES:**  **Yea**: Nolan, Koenig, Celentino, Tsernoglou, Hope  
**Nays**: None  
**Absent**: Bahar-Cook, Maiville  
**Approved 11/15/2016**

**FINANCE:**  **Yea**: Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer  
**Nays**: None  
**Absent**: Anthony, Case Naeyaert  
**Approved 11/16/2016**
Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING 2017 AGREEMENTS FOR COMMUNITY AGENCIES

RESOLUTION # 16 –

WHEREAS, the 2017 Ingham County Budget has been approved by the Board of Commissioners; and

WHEREAS, under the Community Agency Program a number of agencies have been allocated funds to provide important services that are consistent with the County’s Strategic Planning objective to Ingham County residents; and

WHEREAS, the 2017 budget includes $220,000 allocated for community agencies; and

WHEREAS, the Controller/Administrator has provided recommended funding levels for each agency that were determined using the criteria set forth in Resolution #16-235.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby directs the County Attorney to draft contracts for the period of January 1, 2017 through December 31, 2017, in the amount specified for each community agency listed on the attached, for the services to Ingham County residents previously approved by the Human Services and Finance Committees.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign the necessary documents after review by the County Attorney.

HUMAN SERVICES:  Yeas: McGrain, Banas, Koenig, Nolan, Hope, Case Naeyaert
            Nays: None   Absent: Tennis   Approved 11/07/2016

FINANCE:  Yeas: Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer
            Nays: None   Absent: Anthony, Case Naeyaert   Approved 11/16/2016
<table>
<thead>
<tr>
<th>ORGANIZATION</th>
<th>SCOPE</th>
<th>2016 AMT. RECEIVED</th>
<th>2017 REQUEST</th>
<th>2017 CONTROLLER RECOMMENDED</th>
<th>2017 HUMAN SERVICES RECOMMENDED</th>
<th>2017 FINANCE RECOMMENDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advent House Ministries, Inc.</td>
<td>Weekend Day Shelter</td>
<td>$10,000</td>
<td>$15,000</td>
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<tr>
<td>Boys &amp; Girls Club of Lansing</td>
<td>Food Program for youth</td>
<td>$5,200</td>
<td>$5,200</td>
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<tr>
<td>Capital Area Community Services, Inc.</td>
<td>Low Income Heating Assistance Low Income</td>
<td>$8,500</td>
<td>$10,000</td>
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<tr>
<td>Capital Area Literacy Coalition</td>
<td>Literacy Services for Adults and Children</td>
<td>$1,300</td>
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<tr>
<td>Capital Area United Way Capital College Access Network</td>
<td>College Ambassador and Advising</td>
<td>$9,750</td>
<td>$15,000</td>
<td>$9,750</td>
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<tr>
<td>Cristo Rey Community Center Community Kitchen</td>
<td>Prescription Assistance Program</td>
<td>$4,250</td>
<td>$4,250</td>
<td>$4,250</td>
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<tr>
<td>Cristo Rey Community Center Prescription Assistance</td>
<td>The Community Kitchen provides access to fresh food (warm breakfast and sack lunch) every Monday through Friday for food insecure and vulnerable populations in Ingham County</td>
<td>$6,750</td>
<td>$9,000</td>
<td>$6,750</td>
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<tr>
<td>Cristo Rey Community Center Direct Assistance Food Pantry Program</td>
<td>Direct Assistance Food Pantry Program</td>
<td>$9,000</td>
<td>$9,000</td>
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<tr>
<td>Edgewood Village Non-Profit Housing Corp</td>
<td>2016 - AmeriCorps Stipend</td>
<td>$2,700</td>
<td>$3,700</td>
<td>$2,700</td>
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<td>ORGANIZATION</td>
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<tr>
<td>EVE, Inc.</td>
<td>Shelter and Support Svs. For Victims of Domestic Violence</td>
<td>$15,500</td>
<td>$16,500</td>
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<td>Gateway Community Services - Child &amp; Family Services</td>
<td>Crossroads Transitional Living Program for Youth</td>
<td>$15,300</td>
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<tr>
<td>Greater Lansing Food Bank</td>
<td>Community Gardening and Fresh Food Access</td>
<td>$11,000</td>
<td>$20,000</td>
<td>$11,000</td>
<td>$11,000</td>
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<tr>
<td>Greater Lansing Housing Coalition - Tuesday Toolmen</td>
<td>Supportive Apartment Program for families. Provides permanent supportive housing in an 18 Unit Family Owned by GLHC</td>
<td>$3,800</td>
<td>$10,862</td>
<td>$3,800</td>
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<tr>
<td>Greater Lansing Housing Coalition - Ballentine</td>
<td>Completes small home maintenance and repair jobs for low-income homeowners who are senior citizens or persons with disabilities in Ingham, Eaton, and Clinton counties</td>
<td>$7,500</td>
<td>$10,000</td>
<td>$7,500</td>
<td>$7,500</td>
<td>$7,500</td>
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<tr>
<td>Hosanna House of Michigan - NEW 2016</td>
<td>Emergency Shelter for Families</td>
<td>N/A</td>
<td>$22,000</td>
<td>$4,000</td>
<td>$4,000</td>
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<tr>
<td>Haven House</td>
<td>Provides housing for youths leaving Foster Care</td>
<td>$13,000</td>
<td>$20,000</td>
<td>$13,000</td>
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<tr>
<td>Lansing Area Aids Network</td>
<td>HIV Continuum of Care Basic Needs Assistance</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
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<tr>
<td>Leslie Outreach, Inc.</td>
<td>Food Pantry &amp; Low Income Assistance</td>
<td>$1,300</td>
<td>$1,300</td>
<td>$1,300</td>
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<tr>
<td>Listening Ear</td>
<td>Crisis Intervention for Mental Health issues</td>
<td>$2,000</td>
<td>$3,000</td>
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<tr>
<td>MSU Safe Place</td>
<td>Shelter, Advocacy and Support for Domestic Violence Survivors</td>
<td>$12,900</td>
<td>$12,900</td>
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<td>$12,900</td>
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<tr>
<td>National Council on Alcoholism/Lansing Regional Area, Inc.</td>
<td>Housing with Supportive Svs. For Homeless Ingham County Males</td>
<td>$12,000</td>
<td>$24,000</td>
<td>$12,000</td>
<td>$12,000</td>
<td>$12,000</td>
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<td>2017 REQUEST</td>
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<tr>
<td>Northwest Initiative / dba</td>
<td>ARRO Ex-Officer Assistance Program</td>
<td></td>
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<tr>
<td>Northwest Lansing Healthy Communities</td>
<td>ARRO Ex-Officer Assistance Program</td>
<td>$7,250</td>
<td></td>
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<tr>
<td>Oasis Family Center</td>
<td>Monitoring Monitors - Provides svs. For children &amp; families to experience safe exchanges and supervised parenting times - Most cases are referred by the Courts</td>
<td>$10,000</td>
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<tr>
<td>Refugee Development Center</td>
<td>Bridges: Basic Needs to Self Sufficiency</td>
<td>$8,000</td>
<td>$15,000</td>
<td>$8,000</td>
<td>$8,000</td>
<td>$8,000</td>
</tr>
<tr>
<td>RSVP</td>
<td>Adult Respite Svs. &amp; Capital Area Interfaith Respite working together to address the respite needs of those who take care of individuals that require special attention such as adults with disabilities with chronic illnesses while providing companionship and socialization for individuals</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
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<tr>
<td>Rural Family Services of Ingham County</td>
<td>Coalition of Food Banks - Clothing and Housing Assistance</td>
<td>$14,000</td>
<td>$14,000</td>
<td>$14,000</td>
<td>$14,000</td>
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<tr>
<td>Southside Community Coalition</td>
<td>South Side Community Basic Needs</td>
<td>$6,000</td>
<td>$6,000</td>
<td>$6,000</td>
<td>$6,000</td>
<td>$6,000</td>
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<tr>
<td>ORGANIZATION</td>
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<td>2017 REQUEST</td>
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<tr>
<td>Southside Community Kitchen</td>
<td>Feeding the Hungry</td>
<td>$2,000</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>St. Vincent Catholic Charities - NEW 2016</td>
<td>Provides one month rent to refugee families</td>
<td>N/A</td>
<td>$20,000</td>
<td>$4,000</td>
<td>$4,000</td>
<td>$4,000</td>
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<tr>
<td>Stockbridge Community Outreach</td>
<td>Food Pantry, Transportation, &amp; Prescriptions</td>
<td>N/A</td>
<td>$6,000</td>
<td>$4,550</td>
<td>$4,550</td>
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<tr>
<td>Tri-County Office on Aging - NEW 2016</td>
<td>24-hour emergency response program the provides assistance to seniors experiencing crisis that impacts basic needs including food, eviction, unsafe living conditions, and/or abuse/neglect issues</td>
<td>N/A</td>
<td>$10,000</td>
<td>$4,000</td>
<td>$4,000</td>
<td>$4,000</td>
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<tr>
<td>WAI-IAM - Recovery Community</td>
<td>Provides housing, including utilities and household supplies for those participating in Ingham County based rehabilitation</td>
<td>$10,000</td>
<td>$20,000</td>
<td>$10,000</td>
<td>$10,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>WAI-IAM Care Unit - NEW</td>
<td>Provides housing, including utilities and household supplies for those who have chosen to stop drug/alcohol use or have relapsed and need a safe place before re-entering the program</td>
<td>N/A</td>
<td>$10,000</td>
<td>$4,000</td>
<td>$4,000</td>
<td>$4,000</td>
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<tr>
<td>YMCA Westside Community</td>
<td>&quot;Y&quot; Achievers Program</td>
<td>$1,000</td>
<td>$4,500</td>
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<tr>
<td><strong>Total Amount</strong></td>
<td></td>
<td><strong>$220,000</strong></td>
<td><strong>$342,512</strong></td>
<td><strong>$220,000</strong></td>
<td><strong>$220,000</strong></td>
<td><strong>$220,000</strong></td>
</tr>
</tbody>
</table>
WHEREAS, the responsibility for protecting the health of the public is a shared responsibility between the State and County governments in Michigan; and

WHEREAS, the Michigan Department of Health & Human Services (MDHHS) and local health departments enter into contracts to clarify the role and responsibility of each party in protecting public health; and

WHEREAS, the MDHHS and Ingham County have entered into a 2016-2017 Agreement authorized in Resolution #16-339; and

WHEREAS, the MDHHS has proposed amendment #1 to the current Agreement to adjust grant funding levels and clarify Agreement procedures; and

WHEREAS, the Health Officer has recommended that the Board of Commissioners authorize the Amendment.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes Amendment #1 to the 2016-2017 Comprehensive Agreement with the Michigan Department of Health & Human Services (MDHHS).

BE IT FURTHER RESOLVED, that the total amount of Comprehensive Agreement funding shall increase from $5,202,635 to $5,256,609, an increase of $53,974.

BE IT FURTHER RESOLVED, that the increase consists of the following specific changes to program budgets:

- Michigan Colorectal Cancer Screening Program: $6,375.00 - new funding
- Tobacco Use Reduction in People with HIV/AIDS: $57,386.00 – new funding
- Public Health Emergency Preparedness (PHEP): increase of $10,213 from $118,633 to $128,846
- Nurse Family Partnership Services: decrease of $20,000 from $505,300 to $485,300

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary budget adjustments consistent with this resolution.

BE IT FURTHER RESOLVED, that the Health Officer, Linda S. Vail, MPA, Health Officer is authorized to submit Amendment #1 of the 2016-2017 Comprehensive Agreement electronically through the Mi-E Grants system after approval as to form by the County Attorney.
HUMAN SERVICES:  Yeas: McGrain, Tennis, Koenig, Nolan, Hope
              Nays: None   Absent: Banas, Case Naeyaert   Approved 11/14/2016

FINANCE:  Yeas: Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer
              Nays: None   Absent: Anthony, Case Naeyaert   Approved 11/16/2016
WHEREAS, the Ingham County Health Department (ICHD) is responsible for implementing activities that support the County priority to “Promote Environmental Protection and Smart Growth”; and

WHEREAS, a county allocation in the amount of $35,000 from the Board of Commissioners is intended to expand or enhance opportunities for urban redevelopment through engagement and mobilization of residents; and

WHEREAS, the purpose of the funds are to strengthen urban cores, revitalize Lansing’s neighborhoods, and curb resident movement into less developed areas, thereby preserving open land and reducing long-term negative impacts on our ecosystem; and ICHD, in partnership with the Power of We Consortium (PWC), has determined that greater impact can be made with the 2016 grant funds by allocating the aforementioned amount to this organization to extend its initiatives; and

WHEREAS, after a competitive RFP process in 2016, it is recommended that the Urban Redevelopment grant be awarded to the Northwest Lansing Healthy Communities Initiative (Northwest Initiative) in the amount of $30,000; and

WHEREAS, ICHD will contract with Public Policy Associates (PPA) for the remaining $5,000 of the grant funds, to provide assistance and guidance to Northwest Initiative throughout the duration of the project and provide an evaluation and a project report; and

WHEREAS, the 2016 Urban Redevelopment grant will be utilized to reduce physical inactivity by improving access to opportunities for chronic disease prevention, risk reduction, and disease management.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes a contract with the Northwest Initiative in the amount of $30,000 for the period of November 1, 2016 to September 30, 2017.

BE IT FURTHER RESOLVED, that the Board of Commissioner’s authorizes a contract with PPA for the Urban Redevelopment grant’s project evaluation in the amount of $5,000 for the period of November 1, 2016 to September 30, 2017.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Board Chairperson to sign the agreement after it is approved as to form by the County Attorney.

HUMAN SERVICES: Yeas: McGrain, Tennis, Koenig, Nolan, Hope
Nays: None  Absent: Banas, Case Naeyaert  Approved 11/14/2016

FINANCE: Yea:s  Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer
Nays: None  Absent: Anthony, Case Naeyaert  Approved 11/16/2016
WHEREAS, the American Public Health Association (APHA), the Aetna Foundation, and the National Association of Counties released a request for proposals for a multiyear program, the Healthiest Cities and Counties Challenge, designed to encourage partnerships in support of a positive health change; and

WHEREAS, awards are provided to counties that have identified a challenge in their community and are able to show measurable change by working with partners across different sectors to implement health innovations and data-driven solutions; and

WHEREAS, the Ingham County Health Department (ICHD) submitted a proposal which was accepted and will now receive a $10,000 community seed award; and

WHEREAS, ICHD plans to partner with Housing and Urban Development (HUD) to help prepare HUD housing to be smoke-free by creating an environment that promotes health by identifying Health Action Teams who implement health and wellness programs within HUD communities; and

WHEREAS, ICHD will also create an implementation guide for local housing to accompany the smoke-free housing policy; and

WHEREAS, the Health Officer recommends that the Ingham County Board of Commissioners authorize an agreement with APHA from October 1, 2016 through September 30, 2018 to accept the $10,000 Healthiest Cities and Counties Challenge award.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with APHA from October 1, 2016 through September 30, 2018 to accept the $10,000 Healthiest Cities and Counties Challenge award.

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

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

HUMAN SERVICES:  Yeas: McGrain, Tennis, Koenig, Nolan, Hope
               Nays: None   Absent: Banas, Case Naeyaert  Approved 11/14/2016
FINANCE: Yeas: Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer
Nays: None  Absent: Anthony, Case Naeyaert  Approved 11/16/2016
AGENDA ITEM NO. 23

INTRODUCED BY THE HUMAN SERVICES AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN ADMINISTRATIVE SERVICE AGREEMENT WITH BLUE CROSS BLUE SHIELD OF MICHIGAN AT THE INGHAM COUNTY JAIL

RESOLUTION # 16 –

WHEREAS, in Resolution # 15-448 the Ingham County Board of Commissioners authorized the existing agreement between County Health Department (ICHD) and Blue Cross Blue Shield of Michigan (BCBSM) for the period of December 1, 2015 – November 30, 2016; and

WHEREAS, ICHD and BCBSM entered into an agreement in 1996 wherein BCBSM would pay the claims of health care services provided to inmate of Ingham County jail; and

WHEREAS, that agreement is updated annually by executing a Schedule A Addendum; and

WHEREAS, BCBSM has proposed a 2016-2017 Schedule A Addendum to the Administrative Services Agreement; and

WHEREAS, BCBSM has eliminated the language requiring a $6.00 administrative fee per contract per month if stop-loss coverage is obtained from a third party stop-loss vendor; and

WHEREAS, there are no other changes to the proposed 2016-2017 Schedule A Addendum to the Administrative Services Agreement; and

WHEREAS, the Health Officer recommends that the Board of Commissioners to authorize the 2016-2017 Schedule A Addendum to the BCBSM Administrative Services Agreement for the inmates of Ingham County Jail.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorize the Schedule A Addendum to the Administrative with BCBSM for paying claims for health care services provided to inmates of the Ingham County Jail.

BE IT FURTHER RESOLVED, that the Schedule A Addendum shall be effective December 1, 2016 through November 30, 2017.

BE IT FURTHER RESOLVED, BCBSM has eliminated the language requiring a $6.00 administrative fee per contract per month if stop-loss coverage is obtained from a third party stop-loss vendor.

BE IT FURTHER RESOLVED, that there are no other changes to the proposed 2016-2017 Schedule A Addendum to the Administrative Services Agreement.
BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Board Chairperson to sign the agreement after it is approved as to form by the County Attorney.

**HUMAN SERVICES:** **Yeas:** McGrain, Tennis, Koenig, Nolan, Hope  
**Nays:** None  **Absent:** Banas, Case Naeyaert  **Approved 11/14/2016**

**FINANCE:** **Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer  
**Nays:** None  **Absent:** Anthony, Case Naeyaert  **Approved 11/16/2016**
WHEREAS, the State of Michigan has placed responsibility for environmental regulation and environmental quality in Michigan with the Michigan Department Environmental Quality (MDEQ); and

WHEREAS, the Michigan Public Health Code places responsibility for environmental protection at the community level with county governments through the network of local health departments; and

WHEREAS, each year MDEQ contracts with the Ingham County Health Department (ICHD) to conduct environmental monitoring and inspections of MDEQ Non-Community programs; and

WHEREAS, MDEQ will reimburse ICHD for expenses related to monitor and inspection services in an amount up to $30,855.00; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize a FY 2017 agreement with MDEQ.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with MDEQ for Non-Community Programs for the period of October 1, 2016 through September 30, 2017.

BE IT FURTHER RESOLVED, that MDEQ shall reimburse ICHD up to $30,855.00 for expenses related to testing and inspection services as follows:

Non-Community Public Water Supply Program – up to $24,535
Drinking Water Long-Term Monitoring – up to $700
Public Swimming Pools – up to $5,370
Campground Requirements – up to $250

BE IT FURTHER RESOLVED, that the funding was anticipated in ICHD’s 2017 budget.

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

HUMAN SERVICES: Yeas: McGrain, Tennis, Koenig, Nolan, Hope
Nays: None  Absent: Banas, Case, Naeyaert  Approved 11/14/2016
FINANCE: Yeas: Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer
Nays: None  Absent: Anthony, Case Naeyaert  Approved 11/16/2016
Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING A TWO YEAR CONTRACT EXTENSION
WITH ALLIANCE BIOMEDICAL DBA RS BIOMEDICAL, INC. AS ORIGINALLY
AUTHORIZED IN RESOLUTION #13-353

RESOLUTION # 16 –

WHEREAS, in Resolution 13-353, an agreement was authorized with Alliance Biomedical dba RS Biomedical, Inc (RS Biomedical, Inc.) for the provision of maintenance and repair of biomedical equipment at the Ingham County Health Department (ICHD); and

WHEREAS, through Resolution 13-353, the Ingham County Board of Commissioners authorized an agreement with RS Biomedical, Inc. for the period of three years commencing October 1, 2013, with an option to renew for two additional years; and

WHEREAS, the original three year period of contract expired on September 30, 2016 and the Health Department proposes to exercise the option to extend for two additional years; and

WHEREAS, Alliance Biomedical dba RS Biomedical, Inc. (RS Biomedical, Inc.) is a local vendor and will be responsible for all labor, supervision, equipment, tools, travel, obtaining parts and materials necessary to provide preventive maintenance, corrective maintenance, and emergency repairs on ICHD’s biomedical equipment, in addition to performing an initial inspection of all newly purchased biomedical equipment prior to placing the equipment into service; and

WHEREAS, the Ingham County Community Health Center Board recommends that the Ingham County Board of Commissioners authorize the amended agreement between the Ingham County Health Department and RS Biomedical, Inc. for two additional years; and

WHEREAS, the Health Officer recommends that the Board of Commissioners approve the amended agreement with RS Biomedical, Inc. to extend services for two additional years for the term of October 1, 2016 through September 30, 2018.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes amending Resolution #13-353 with agreement with RS Biomedical, Inc. for two additional years for the term of October 1, 2016 through September 30, 2018.

BE IT FURTHER RESOLVED, that RS Biomedical, Inc. shall continue to provide labor, supervision, equipment, tools, travel, obtaining parts and materials necessary to provide preventive maintenance, corrective maintenance, and emergency repairs on ICHD’s biomedical equipment at the rate of $21.50 per piece plus corrective maintenance at $95 per hour and an emergency repair hourly rate of $150, in addition to performing an initial inspection of all newly purchased biomedical equipment and any existing equipment not included on the original contract inventory sheet at the rate of $21.50 per piece.
BE IT FURTHER RESOLVED, that the Controller/Administrative is authorized to make any necessary budget adjustments consistent with this resolution.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Board Chairperson to sign the agreement after it is approved as to form by the County Attorney.

**HUMAN SERVICES:** **Yeas:** McGrain, Tennis, Koenig, Nolan, Hope
- **Nays:** None
- **Absent:** Banas, Case Naeyaert
- **Approved 11/14/2016**

**FINANCE:** **Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer
- **Nays:** None
- **Absent:** Anthony, Case Naeyaert
- **Approved 11/16/2016**
Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING A CONTRACT WITH THE COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON, EATON AND INGHAM COUNTIES (CMH) FOR HEALTH SERVICES MILLAGE ELIGIBLE SERVICES

RESOLUTION # 16 –

WHEREAS, the State of Michigan dramatically reduced State General Fund payments to CMH in fiscal year 2015; and

WHEREAS, the cut eliminated 67% of the State General Fund dollars to the CMH system; and

WHEREAS, these cuts continue to cause ongoing fiscal and service gaps for CMH; and

WHEREAS, in November 2014 the electorate renewed a countywide health services millage level of 52/100 (.52) of one mill for a period of five years (2015-2019) to be used for the purpose of providing basic health care services to Ingham County residents who are not eligible for Medicaid under the Federal Affordable Care Act, and whose individual income is less than $28,000 and who do not have medical insurance; and

WHEREAS, CMH has submitted a proposal to Ingham County to use Health Services Millage dollars to fund essential services and alleviate the cut in State General Fund dollars.

WHEREAS, funds from the health services millage are allocated in the County’s 2017 budget for this purpose.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes a contract not to exceed $1,254,835 with CMH for services provided to Ingham County residents for the period of October 1, 2016 through September 30, 2017.

BE IT FURTHER RESOLVED, funds for this contract with CMH will come from the Health Services Millage.

BE IT FURTHER RESOLVED, funds will be utilized by CMH for Health Services Millage eligible services as provided in the attached proposal.

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

HUMAN SERVICES:  Yeas:  McGrain, Tennis, Koenig, Nolan, Hope  
Nays:  None  Absent:  Banas, Case Naeyaert  Approved 11/14/2016
FINANCE: Yeas: Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer
Nays: None Absent: Anthony, Case Naeyaert Approved 11/16/2016
Community Mental Health Authority of Clinton, Eaton, and Ingham Counties
Proposal for the continued use of Ingham County Health Services Millage to close gaps in Ingham County’s behavioral health care system
FY2017

**Summary of proposal:** This proposal requests:

Continuation of Ingham County Health Services Millage funding, to the Community Mental Health Authority of Clinton, Eaton, and Ingham Counties (CMH), to support a comprehensive package of behavioral healthcare services designed to address the most pressing behavioral healthcare needs in the Ingham County community.

**Context:** With ongoing experience with the significant State General Fund reduction (2/3 of the funds formerly provided to CMH) and the implementation of the Healthy Michigan Plan, the Community Mental Health Authority of Clinton, Eaton, and Ingham Counties (CMH) has, at this point, much greater clarity as to the fiscal and service gaps resulting from these changes. This clarity underscores the substantial set of services and persons which are not covered by the Healthy Michigan Plan – costs which must be covered by the scarce State General Fund and local dollars within CMH’s budget. Many of these costs are related to the provision of services to persons for whom CMH is the provider and cost underwriter, but who are not eligible for the Healthy Michigan Plan. This group includes those enrolled in Medicare and not eligible for Medicaid, those with “spend down” Medicaid eligibility, and those with severe, chronic and urgent mental health treatment needs (crisis stabilization, day program services, residential care, casemanagement) not covered by their families’ commercial coverage.

The services proposed in this document **address longstanding gaps in services** and **gaps that emerged with the dramatic cut in state General Fund dollars** to this CMH and CMHs across the state.

A. **Closing newly emerging gaps in Ingham County’s essential behavioral health care services system:** These service gaps are the result of the dramatic cut (65%), implemented in April 2014 and expanded in October 2014, in state General Fund dollars to this CMH and CMHs across the state.

The **community’s free-standing (outside of hospital grounds) 24/7 Psychiatric Crisis Services and Inpatient Pre-Screening Unit:** This unit provides around-the-clock access to highly trained behavioral health clinicians who provide: crisis intervention, psychiatric inpatient pre-screening (and funding authorization), short-term stabilization, diversion to appropriate levels of care, housing assistance, and linkages to needed services to adults, children, and adolescents.

The **community’s Assessment and Referral Team:** This unit provides a full bio-psychosocial assessment and a comprehensive behavioral health and ancillary treatment, supports, and referral plan (using person-centered planning methods) for adults who are uninsured.
The community’s urgent care and intensive home-based treatment program for at-risk children, youth, and their families: This program works to improve the ability of children and youth, with serious emotional disturbance, to function better at home, in school, in the community, and with peers by providing - primarily in the home, school, and workplace of the families enrolled in this program (with some services provided at CMH offices) - family and individual psychotherapy, psychiatry, nursing, parenting skills, crisis therapeutic group home, training and coaching, school liaison services, and referral network linkages.

A spectrum of community-based treatment teams for vulnerable populations: These multidisciplinary teams, made up of mental health therapists/casemanagers, psychiatrists, nurses, mental health workers/consumer services specialists, and peer support specialists, provide psychotherapy, psychiatry, nursing, and a range of supports to adults with very high levels of mental health needs, those enrolled in a specialized older adult program, and adults with intellectual/developmental disabilities.

Psychiatric inpatient care for jail inmates: In addition to the jail-based CMH has also paid all psychiatric inpatient claims on individuals admitted directly from the jail to psychiatric inpatient facilities. Given that these claims are paid with State General Fund dollars and given the dramatic cut in this CMH’s State General Fund revenues, CMH is without the funds to continue to pay these psychiatric inpatient costs and others previously funded by State General Fund dollars.

B. Development of low cost safety net services to meet the needs of the unserved:

Psychiatric care and outpatient therapy for children and adults with moderate mental health needs: This community has long experienced a significant and growing gap in the availability of office-based outpatient psychotherapy for children, adolescents and adults. These services (along with CMH’s 24/7 psychiatric crisis services unit) provide the community’s mental health safety net.

<table>
<thead>
<tr>
<th>Cost of proposed services in FY2017:</th>
<th>$1,254,835</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated number of Ingham County residents meeting the millage criteria who will be served:</td>
<td>730</td>
</tr>
</tbody>
</table>

Actual Expenses and numbers meeting millage criteria served in FY2015 (FY2016 numbers not yet available)

| Actual Expense in FY 2015 | $3,044,637 |
| Actual Billed in FY 2015: | $2,061,088 (2015 Millage Amount) |
| FY 15 CMHA-CEI General Fund | $ 983,549 |
| Actual number of Ingham County residents meeting the millage criteria served: | 1,235 |
Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING A CONTRACT WITH THE COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON, EATON, AND INGHAM COUNTIES (CMH) FOR MENTAL HEALTH SCREENING SERVICES IN THE INGHAM COUNTY JAIL TO INCLUDE ON CALL PERSONNEL FOR WEEKENDS AND HOLIDAYS

RESOLUTION # 16 –

WHEREAS, prior to 2016 CMH provided 1.5 FTE employees Monday-Friday; 8:00 a.m. – 4:30 p.m. to provide mental health screening and referral for individuals who were flagged by Ingham County Jail (ICJ) staff at booking or during incarceration as having possible suicide risk or mental health symptoms; and

WHEREAS, there were no CMH staff available at ICJ from 5:00 p.m. Friday through Monday morning or on holidays, leading to some inmates being held in observation up to 3 days before being seen by a Mental Health professional; and

WHEREAS, without CMH staff available, the deputies at the Ingham County Jail were left with the burden to determine severity; and

WHEREAS, the Ingham County Sherriff’s Office and CMH Administration worked to develop a proposal for on call Mental Health services that would be available Friday evening through Monday morning; and holidays. WHEREAS, for the first time in 2016 funding was included in the budget for weekend on-call services, and that funding is continued for 2017.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes a contract not to exceed $30,632 with CMH for mental health screening and referral for individuals at the Ingham County Jail from 5:00 p.m. Friday through Monday morning or on holidays for a time period of January 1, 2017 to December 31, 2017.

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

HUMAN SERVICES: Yeas: McGrain, Tennis, Koenig, Nolan, Hope
Nays: None Absent: Banas, Case Naeyaert Approved 11/14/2016

FINANCE: Yeas: Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer
Nays: None Absent: Anthony, Case Naeyaert Approved 11/16/2016
Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A COOPERATIVE CASH MATCH AGREEMENT WITH MICHIGAN REHABILITATION SERVICES

RESOLUTION # 16 –

WHEREAS, Michigan Rehabilitation Services (MRS) engages in cash match agreements which require contributions from partner organizations; and

WHEREAS, prior to 2008 the Ingham County Department of Human Services (DHS) had a long-standing agreement with MRS to act as a pass through entity for match funding provided by local agencies; and

WHEREAS, the agreement between DHS and MRS came under scrutiny because match dollars may not be federal, and this agreement between two state agencies raises that concern; and

WHEREAS, MRS finds it preferable to establish this agreement with a local government agency to avoid the appearance and confusion of inter-departmental agreements at the state; and

WHEREAS, Ingham County has been identified as an appropriate pass through entity to help maintain this agreement since 2008; and

WHEREAS, MRS wishes to enter into another, similar cash match agreement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a cash match agreement not to exceed $444,444 ($120,000 local match) with Michigan Department of Human Services – Michigan Rehabilitation Services to provide vocational guidance and counseling, employment related training and transportation, and placement supports to individuals with disabilities who are eligible for MRS services.

BE IT FURTHER RESOLVED, that this agreement is contingent upon Ingham County’s local match portion ($120,000) being provided by Peckham, Inc., and no county funds will be used for this purpose.

BE IT FURTHER RESOLVED, the term of this agreement shall be October 1, 2016 through September 30, 2017.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary budget adjustments consistent with this resolution.

BE IT FURTHER RESOLVED, the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract documents consistent with this resolution and approved as to form by the County Attorney.
HUMAN SERVICES:  Yeas:  McGrain, Tennis, Koenig, Nolan, Hope  
   Nays:  None  Absent:  Banas, Case Naeyaert  Approved 11/14/2016

FINANCE:  Yeas:  Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer  
   Nays:  None  Absent:  Anthony, Case Naeyaert  Approved 11/16/2016