

CHAIRPERSON
BRYAN CRENSHAW

VICE-CHAIRPERSON
CAROL KOENIG

VICE-CHAIRPERSON PRO-TEM
ROBIN NAEYAERT

COUNTY SERVICES COMMITTEE
RYAN SEBOLT, CHAIR
VICTOR CELENTINO
MARK GREBNER
CAROL KOENIG
EMILY STIVERS
RANDY MAIVILLE
ROBIN NAEYAERT

INGHAM COUNTY BOARD OF COMMISSIONERS
P.O. Box 319, Mason, Michigan 48854 Telephone (517) 676-7200 Fax (517) 676-7264

THE COUNTY SERVICES COMMITTEE WILL MEET ON TUESDAY, JUNE 2, 2020 AT 6:30 P.M. THE MEETING WILL BE HELD VIRTUALLY <https://ingham.zoom.us/j/95164792282>

Agenda

Call to Order

Approval of the [May 19, 2020 Minutes](#)

Additions to the Agenda

Limited Public Comment

1. Drain Commissioner – Resolution Pledging Full Faith and Credit to [Montgomery Drain Drainage District Bonds](#)
2. Financial Services Department – Resolution to Authorize a Business Associate Agreement with [Plante and Moran, PLLC](#) Relative to the Annual Audit
3. Ingham County Brownfield Redevelopment Authority - Resolution to Expend [Brownfield Fund 240](#) Bond Proceeds for Environmental Remediation & Redevelopment Purposes
4. Road Department
 - a. Resolution of Support for the Local [Bridge Program Funding](#) Applications for Fiscal Year 2023
 - b. Resolution to Approve the Special and Routine [Permits](#) for the Ingham County Road Department
5. Facilities Department
 - a. Resolution to Authorize an Agreement with [Tower Pinkster](#) for the Architectural and Engineering Design Services at the Ingham County Probate Court Office
 - b. Resolution to Authorize an Agreement with [Du-All Cleaning Inc.](#) for Janitorial Services at Several County Facilities
6. Health Department
 - a. Resolution to Convert the [Clinical Data Analyst](#) Position from ICEA 08 to ICEA 07
 - b. Resolution to Authorize the Extended Cooperative Operational Agreement with the Ingham Community [Health Center Board](#) of Directors
7. Controller's Office – 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

Announcements
Public Comment
Adjournment

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

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

COUNTY SERVICES COMMITTEE
May 19, 2020
Draft Minutes

Members Present: Sebolt, Celentino, Grebner, Koenig, Stivers (arrived at 6:30 p.m.), Maiville, and Naeyaert.

Members Absent: None.

Others Present: County Clerk Barb Byrum, Commissioner Crenshaw, Teri Morton, Jared Cypher, Becky Bennett, Sue Graham, Scott Hendrickson, Elizabeth Noel, and Michael Tanis.

The meeting was called to order by Chairperson Sebolt at 6:30 p.m. virtually via Zoom in accordance with the Governor's Executive Order 2020-75 regarding the Open Meetings Act.

Commissioner Stivers arrived at 6:30 p.m.

Approval of the May 5, 2020 Minutes

MOVED BY COMM. GREBNER, SUPPORTED BY COMM. MAIVILLE, TO APPROVE THE MINUTES OF THE MAY 5, 2020 COUNTY SERVICES COMMITTEE MEETING.

Commissioner Grebner stated that the street name was Nemoke, and the drain was spelled Nemoka. He further stated that he did not assert that the street was named after the drain, but that the drain was named after the street.

The minutes were amended as followed:

Commissioner Grebner stated that the street was called Nemoke, but the paperwork provided spelled Nemoka. He further stated that he had no preference between them, but he wanted to make sure that someone had put thought into the correct spelling of the name.

This was considered a friendly amendment.

THE MOTION CARRIED UNANIMOUSLY.

Additions to the Agenda

Late –

6. Controller's Office
 - b. Resolution Adopting the Ingham County Return to Work Action Plan

Removed –

1. Drain Commissioner – Resolution Pledging Full Faith and Credit to Montgomery Drain Drainage District Bonds

2. Clerk's Office
 - b. Resolution to Promote Enrollment in Permanent Absent Voter Lists by Qualified Registered Voters of Ingham County

Limited Public Comment

None.

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

2. Clerk's Office
 - a. Resolution to Provide Support for Vital Election Operations through Purchase of Critical Infrastructure
3. Road Department
 - a. Resolution to Approve a 2020 Local Road Agreement with Meridian Township for the Ingham County Road Department
 - b. Resolution to Approve an Agreement Between Ingham County and Wonsey Tree Service, Inc. for the Replacement of the Lake Drive Culvert and the Rejection of All Other Bids for Bid Packet #37-20
4. Facilities Department
 - a. Resolution to Authorize an Agreement with Guardian Alarm Company for the Building Alarm System at the 9-1-1 Center's Backup Location
 - b. Resolution to Authorize an Agreement with Vidcom Solutions for the Access Control System at the 9-1-1 Center's Backup Location
5. Health Department
 - a. Resolution to Convert the Grant and Finance Specialist Position to Accountant
 - b. Request for Approval to Pay Above Step 2 of the ICEA County Professional Contract
6. Controller's Office
 - a. Resolution Updating Various Fees for County Services

THE MOTION CARRIED UNANIMOUSLY.

THE MOTION TO APPROVE THE ITEMS ON THE CONSENT AGENDA CARRIED UNANIMOUSLY.

6. Controller's Office
 - b. Resolution Adopting the Ingham County Return to Work Action Plan

MOVED BY COMM. MAIVILLE, SUPPORTED BY COMM. CELENTINO, TO APPROVE THE RESOLUTION.

Commissioner Grebner stated that he assumed that the Controller's Office's staff knew that there was the possibility of laying people off at the County, or a partial lay-off of one day a week, which would make people eligible for the federal unemployment benefits. He further stated that if the County had employees do that, the County would save vast amounts of money.

Commissioner Grebner stated that it sounded like a scam, but a scam that was being used lots of other units of government, and so the County should participate too. He further stated that it must become official, he thought, when everyone else did it.

Commissioner Grebner asked if there was a plan for the County to take advantage of that.

Discussion.

Commissioner Crenshaw stated that he had asked the Controller's Office to look into that, and the office had had discussions with bargaining units, and an email went out to Department Heads and Elected Officials earlier today. He further stated that the County was on a fast time frame with this, and so he hoped that the County would have an answer so that they could take advantage of it starting July 1, 2020 and expiring July 31, 2020.

Chairperson Sebolt stated that he believed that Commissioner Crenshaw meant to say that the County could take advantage of the program starting June 1, 2020 through July 31, 2020.

Commissioner Crenshaw stated that he was correct. He further stated that what would happen was the Board of Commissioners might have a late item at Tuesday's meeting to agree to move forward with that.

Discussion.

Commissioner Stivers stated that she confirmed what Commissioner Grebner had said that even the Department of Health and Human Services (DHHS) had moved forward with that. She further stated that some employees were being paid more than they would with their regular salary because of the federal unemployment benefits, and so she thought it would be a really great idea for County employees, who could make more money as a result.

Commissioner Celentino asked if what Commissioner Grebner referred to was the process of being furloughed.

Chairperson Sebolt stated yes.

Commissioner Celentino asked if it was to go into effect when the Governor's Stay Home, Stay Safe Executive Order was lifted.

Teri Morton, Deputy County Controller, stated that she believed so.

Discussion.

Commissioner Celentino stated that on the page when it talked about the Board of Commissioners committee meetings being held at the Human Services Building (HSB) in Conference Room A, and the full Board of Commissioners meetings being held at the Fairground Community Room until further notice. He asked if the Governor had extended the Executive Order that allowed for virtual meetings through June 30, 2020, or if it was an option if they so choose.

Discussion.

Commissioner Crenshaw stated that, in terms of the Board of Commissioners meetings, if the Executive Order was still in effect until June 30, 2020, the Board of Commissioners could still have virtual meetings. He further stated that if the Executive Order was not in effect, they would meet at the Fairgrounds Community Room.

Commissioner Celentino stated that the resolution mentioned employees wearing masks in the hallways and so forth. He asked if the Board of Commissioners went back to face-to-face meetings, if they would be required to wear masks.

Chairperson Sebolt stated that he did not know if the Board of Commissioners could impose those rules on themselves as elected officials. He further stated that, as Chairperson, should the Commissioners return to meet in public, and there was still a concern about spreading COVID-19, he would as Chairperson ask his committee members to wear masks.

Chairperson Sebolt stated that he hoped that members of the public would wear masks while in attendance, but he did not believe that the Commissioners could prevent members of the public from attending their meetings without wearing masks. He further stated that he did not know what enforcement the Board of Commissioners had to do so.

Commissioner Celentino thanked Chairperson Sebolt and Commissioner Crenshaw for answering his questions.

Jared Cypher, interim County Controller, stated that when it became evident that the Governor's Executive Orders would expire, and the County would have to return to work, Chairperson Crenshaw had asked him to put together this plan. He further stated that it quickly became apparent to him that he could not do it alone, so he enlisted the services of the Human Resources Director, Facilities Department Director, Health Officer, and Deputy Controller in a teamwork approach, along with Chairperson Crenshaw.

Mr. Cypher stated that the group of people had a first draft that they took to the Department Heads and Elected Officials meetings that they had had on Mondays at 3:00 p.m., and it quickly became apparent that the one-size-fits-all approach would not work because, for example, the Courts had guidance from the State Court Administrative Office (SCAO) that they needed to follow. He further stated that some of the departments that had dozens or hundreds of employees, and had lots of visitor interactions would need longer to reopen than, for example, the Controller's Office since the office only had three people.

Mr. Cypher stated that the plan was meant to be general guidance, and it was loosely based on the concept called “stacked practices” that was put together by the University of Michigan’s School of Public Health. He further stated that it was general guidance on how to keep County employees and visitors safe as the County moved forward and the Governor’s Executive Orders expired.

Chairperson Sebolt stated that he appreciated the thoughtfulness of this plan.

Chairperson Sebolt stated that he had a couple of changes he wanted to propose. He further stated that the first change came by way of Commissioner Crenshaw and was probably considered a friendly amendment.

The draft Ingham County Return to Work Action Plan was amended as followed:

9. Remote Work: All employees are expected to return to their normal work schedules at the direction of their supervisor. Flexible work hours are permitted by agreement between the supervisor and employee. Telework should be allowed for any employee whose work can be done remotely at the direction of the respective **Elected Official/Department Head**.

This was considered a friendly amendment.

Chairperson Sebolt stated that he had an additional change he wanted to propose. He further stated that the Governor had Executive Orders that allowed for certain circumstances for employees to refuse to return to work.

Chairperson Sebolt stated that he did not believe that it was the intention of Ingham County to allow for unsafe work places to exist, and so he wanted to make sure that the County was protecting employees under those Executive Orders who felt unsafe to return to work.

Commissioner Naeyaert stated that because the Health Officer also had broad authority in these circumstances, she asked if they should be included in the language, unless Chairperson Sebolt thought it would be redundant.

Chairperson Sebolt stated that he did not think it would be redundant.

The draft Ingham County Return to Work Action Plan was amended as followed:

2. Employee Return to Work: All employees are expected to return to their normal work schedules and work hours during the first stage, as directed by their supervisor. *Elected Officials, Department Heads, and the Controller/Administrator should require telework for any employees who are able.* During subsequent stages, the Pandemic Response Team will provide additional guidance to return more employees to on-site work.

Should the employee not be able to return to work for reasons other than as required by law, **Executive Order of the Governor or order of the County Health Director**, or

refuse to work, their employment and pay status will be addressed in accordance with County policies and/or applicable union contracts.
This was considered a friendly amendment.

Discussion.

THE MOTION TO APPROVE THE RESOLUTION, AS AMENDED, CARRIED UNANIMOUSLY.

Announcements

None.

Public Comment

None.

Adjournment

The meeting was adjourned at 6:48 p.m.

**JUNE 2, 2020 COUNTY SERVICES AGENDA
STAFF REVIEW SUMMARY**

RESOLUTION ACTION ITEMS:

The Deputy Controller recommends approval of the following resolutions:

1. *Drain Commissioner* – *Resolution Pledging Full Faith and Credit to Montgomery Drain Drainage District Bonds*

The Drain Commissioner has asked that the Board of Commissioners grant full faith and credit of Ingham County to Montgomery Drain Drainage District bonds. A pledge of full faith and credit helps to obtain a lower interest rate on the debt, resulting in lower costs for the municipalities and property owners of the drainage district who are liable to pay for the project. This drain project is necessary for the protection of the public health, and in order to provide funds to pay the costs of the project, the Drain Commissioner intends to issue the Drainage District's bonds. The Drain Office is still receiving bids for this project and will have a not to exceed amount ready for inclusion in the resolution at the June 2 County Services Committee meeting. Principal and interest payments on the Bonds will be payable from assessments to be made upon public corporations and/or benefited properties in the Special Assessment District.

2. *Financial Services Department* – *Resolution to Authorize a Business Associate Agreement with Plante and Moran, PLLC Relative to the Annual Audit*

This resolution will authorize entering into an agreement with Plante and Moran, PLLC, to comply with all laws and regulations pertaining to the privacy, security and confidentiality of all Protected Health Information encountered as a result of their audit engagement and examination of the County of Ingham. Plante and Moran, the firm who conducts the County's annual audit, has begun obtaining Business Associate Agreements with their clients as they routinely access protected health information in order to meet the auditing standards. The agreement simply affirms that our audit firm will abide by the privacy laws.

3. *Ingham County Brownfield Development Authority* – *Resolution to Expend Brownfield Fund 240 Bond Proceeds for Environmental Remediation & Redevelopment Purposes*

This resolution will authorize expenditure in the amount of up to \$157,953 for eligible environmental activities and authorizes the Chair of the Board of Commissioners to execute a Reimbursement Agreement between the Ingham County Brownfield Development Authority (ICBRA) and the Ingham County Land Bank.

The Ingham County Land Bank is the owner of a parcel commonly known as the Former Deluxe Inn Site. This property is listed as a priority site within the Brownfield Plan for Redevelopment of Ingham County Land Bank Fast Track Authority Parcels in the City of Lansing. To finance the purposes of the plan in 2010, ICBRA approved the issuance of bonds in an amount not to exceed \$2,685,000, in anticipation of the collection of certain tax increment revenues from eligible properties.

However, the Brownfield Plan Fund (240), was and is currently operating in deficit due to a lack of tax increment revenues from eligible properties. In 2010, Ingham County provided a limited tax pledge for the payment of principal and interest on the bonds and is now covering the bond debt service. To reduce the deficit and bond debt payments without subsidy from the County's general fund, an increase in tax increment revenues is required.

REO Town Holding, LLC has engaged the Land Bank with intent to buy and develop the property, either as a hotel or mixed-use apartment development, both holding approximately 100 beds. The property currently requires environmental remediation before any development can occur. The developer and the Land Bank approached ICBRA staff regarding the possibility of assisting with the environmental due diligence.

After discussions with the Land Bank, the developer and the City of Lansing, ICBRA staff recommends expending up to \$157,953 on eligible environmental activities authorized in the Brownfield Plan to enable environmental remediation and development in accordance with City of Lansing planned zoning.

See memo for details.

4a. Road Department – Resolution of Support for the Local Bridge Program Funding Applications for Fiscal Year 2023

This resolution will authorize the Road Department to submit five applications for the following bridges to solicit fiscal year 2023 Local Bridge Program funding:

1. Replacement of the Dennis Road Bridge over West Cedar Drain, Leroy Township (SN 3898)
2. Replacement of the Hagadorn Road Bridge over Mudd Creek, Alaiedon Township (SN 3876)
3. Replacement of the Noble Road Bridge over Deer Creek, Wheatfield Township (SN 3921)
4. Rehabilitation of the Holt Road Bridge over Doan Creek, Leroy Township (SN 3869)
5. Preventative Maintenance on Various Bridges Countywide

The Michigan Department of Transportation (MDOT) is currently soliciting applications for funding through the Local Bridge Program for Fiscal Year 2023. Funding categories include full bridge replacement, bridge rehabilitation, and preventative maintenance work. Each local agency is allowed to submit up to five funding applications for bridges measuring at least 20-ft long measured along the centerline of the roadway. Funding applications are due by June 1, 2020. The Local Bridge Program requires the road agency's governing body to pass a resolution of support for the bridge funding applications, which is normally included as part of the complete application submittal package. However, MDOT is allowing resolutions to be submitted at a later date without impact to the funding selections, due to variable COVID impacts to road agencies throughout the state.

See memo for details.

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

The Board of Commissioners periodically approves special and routine permits submitted by the Road Department as necessary. See attachment for permit list.

5a. Facilities Department – Resolution to Authorize an Agreement with Tower Pinkster for the Architectural and Engineering Design Services at the Ingham County Probate Court Office

This resolution will authorize entering into an agreement with Tower Pinkster for the architectural and engineering design services at the Ingham County Probate Court office for an amount not to exceed \$14,000. The Probate Court office front counter area is in need of health and safety improvements. Tower Pinkster is on the State of Michigan MiDeal contract, so three quotes were not required per the County's Purchasing Policies and Procedures. Funds are available for this project within the Public Improvements Fund.

5b. Facilities Department – Resolution to Authorize an Agreement with Du-All Cleaning Inc. for Janitorial Services at Several County Facilities

This resolution will authorize entering into an agreement with Du-All Cleaning Inc., for janitorial services at several County facilities for three years for an amount not to exceed \$2,431,593.89. The current contract for janitorial services will expire on July 31, 2020. The Purchasing Department solicited proposals from qualified, experienced vendors who are familiar with providing janitorial services for office buildings and medical facilities. Du-All Cleaning Inc. submitted the lowest responsive and responsible proposal of \$2,431,593.89 for a three year contract beginning August 1, 2020 through July 31, 2023 with an optional two year renewal.

See memo for details.

6a. Health Department – Resolution to Convert the Clinical Data Analyst Position from ICEA 08 to ICEA07

This resolution will convert vacant Position #601532 Clinical Data Analyst from an ICEA County Pro Grade 08 to ICEA County Pro Grade 07. The position had initially been budgeted in the FY 2020 budget at an ICEA County Pro 08 range. However, after Human Resources' re-analysis of the final job description, it has been determined that the position is appropriate to grade as an ICEA County Pro 07. This will result in a cost savings of \$5,906 annually.

6b. Health Department – Resolution to Authorize the Extended Cooperative Operational Agreement with the Ingham Community Health Center Board of Directors

This resolution will authorize the extension of the Cooperative Operational Agreement with Ingham Community Health Center Board of Directors for one year, effective July 1, 2020 through June 30, 2021.

7. Controller's Office – 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

Ingham County Board Resolution #18-391 authorized the Building Authority to proceed with plans to construct, equip and finance a new Combined Justice Complex. In order to finance the project, the Building Authority proposes that the County enter into the Lease with the Authority for the renovation and construction of the project. The Lease and the Bonds issued to finance the project will contain the terms and conditions as finally approved by the County and the Authority. The debt cost will be reimbursed by the Justice Millage approved by voters in 2018. The debt is expected to be retired in 2038, the final budget year of the millage.

Agenda Item 1

To: County Services Committee and Finance Committee

From: Patrick E. Lindemann, Ingham County Drain Commissioner

Date: May 5, 2020

Re: Resolution Authorizing County's Full Faith and Credit for Montgomery Drain 2020 Bonds for meeting agendas of May 19th and May 20th

I am requesting that the Board of Commissioners grant full faith and credit of the County for the bonds that will finance the Montgomery Drain Maintenance and Improvement Project ("Project"). Such action is customary because it provides the bond holder an important level of security for the bonds.

The Project results from a June 3, 2014, petition submitted by the City of Lansing and Ingham County to address public health, pollution, and flooding problems. The Montgomery Drain Drainage Board found the Project necessary for public health on July 15, 2014. The Montgomery Drain – originally established in 1906 – serves the largely commercial area near the City of Lansing's eastern edge where US-127 intersects with major thoroughfares of Grand River Avenue, Saginaw Highway, Michigan Avenue, and Kalamazoo Street. The Project's targeted low impact design maximizes the use of existing infrastructure within the system while adding storage capacity where needed. A water quality "treatment train" will also be constructed, consisting of various facilities including media filters, engineered biofiltration, and wetland treatment systems to significantly reduce the estimated 50,000-75,000 pounds of pollutants conveyed through the Montgomery Drain into the Red Cedar River on a yearly basis.

Project bids are being opened for each of 13 divisions of construction through June 2020. The total Project computation of cost will not be completed by the time of Board action. As a result, the attached Full Faith and Credit Resolution contains blanks in which a "not-to-exceed" amount will be inserted prior to the County Board meeting instead of an exact amount.

In connection with this request for full faith and credit, the Drain Office has performed certain due diligence for the Project. Attached is additional material that includes an explanation of Drain Code provisions that provide powers and safeguards with respect to Chapter 20 drain bonds in general and an explanation of the financial due diligence performed for the Project in particular.

Based on the attached analysis, it is my opinion that there is significant property value in the drainage district to support the payment of the assessments leading me to conclude that there is no substantial risk that a significant, long-term payment would be required from the County as a result of its pledge of full faith and credit for these Bonds.

I will be in attendance at your Committee meetings on May 19th and 20th to answer any questions you might have regarding this important Project. Thank you so very much for consideration of my request. It is an honor and a privilege to serve the citizens, municipalities, and businesses of Ingham County.

To: Ingham County Board of Commissioners
From: Patrick E. Lindemann, Ingham County Drain Commissioner
Re: Full Faith and Credit Resolutions in Support of Chapter 20 Drain Projects
Date: May 5, 2020

The Ingham County Drain Office performs certain due diligence for each drain project it undertakes for which the County will be asked to pledge its full faith and credit. The Montgomery Drain Maintenance and Improvement Project is a project that has been petitioned under Chapter 20 of the Drain Code, by the City of Lansing and the County. The purpose of this memo is to summarize the due diligence my office has performed for this Chapter 20 drain project and to provide some background on the general Drain Code provisions that provide safeguards to a county when it pledges its full faith and credit.

Based on the following analysis, it is my opinion that there is significant security to support the payment of the assessments for the Montgomery Drain Project leading me to conclude that there is no substantial risk that a significant, long-term payment would be required from the County as a result of its pledge of full faith and credit for these Bonds.

DRAIN CODE POWERS AND SAFEGUARDS REGARDING PAYMENT OF CHAPTER 20 DRAIN BONDS

In considering the risk that there would be insufficient funds to pay drain bonds (which could lead to an advance by a county on its full faith and credit pledge), the Michigan Drain Code and Michigan law in general build in important safeguards to protect the vital public interest in being able to finance drain projects:

1) The debt service on drain bonds issued under Chapter 20 of the Drain Code is paid from assessments levied against public corporations benefitted by the Project. These are assessments directly to the public corporations, unlike assessments under Chapters 4 and 8 of the Drain Code where a portion of the assessments would be levied by the Drainage District against benefitted properties. These assessments under Chapter 20 are a strong source of revenue since the assessments are a general obligation of the public corporations and the Drain Code provides significant powers to Cities and Charter Townships to raise revenue to pay their assessments.

a) The assessments against public corporations are a general obligation of the public corporations payable from their general fund and any other available funds.

b) In addition, the public corporations have the power to specially assess the amounts assessed against the public corporation to benefitted properties in the public corporation. This power provides the public corporation with an additional source of revenue to pay its assessment by raising funds from benefitted properties with all of the powers that are available to the public corporation pursuant to the laws governing the levying and collecting of special assessments.

- c) In addition, Chapter 20 of the Drain Code gives cities and certain charter townships the ability under the laws of the state of Michigan to levy ad valorem taxes to pay their drain assessments. This taxing power is not limited by the constitutional, statutory and charter limitations on the taxing power of the public corporation. This unlimited taxing power provides a second additional revenue source to pay the drain assessment.
- 2) By adopting a resolution pledging full faith and credit, the County is agreeing to be a backup source of payment for the bonds if there is a shortfall in the primary source of payment and the County would only make payments pursuant to this pledge in the event there is ever a shortfall in the assessment collections from the public corporations.
- 3) For a Chapter 20 drain project, the Drain Code gives the County significant powers to collect any shortfall in payment from the public corporations.
- a) If there is a shortfall in payments from a public corporation that requires the County to advance funds to make payments on the bond, the Drain Code requires the County Treasurer to notify the State Treasurer who is then required to deduct the amount of the shortfall from any moneys of the public corporation in the State's possession not otherwise pledged to the payment of debts, up to an amount equal to 25% of the total owed by the public corporation in any one year.
- b) In addition, the Board of County Commissioners can order the public corporation and its officers to levy on its tax roll in an amount sufficient to reimburse the County by the due date of the public corporation's tax levy, in which event the Drain Code requires the public corporation and its officials to levy the tax.
- c) The Drain Code places a direct requirement on the public corporations to levy whatever taxes are needed to pay their assessment if they have not set aside other funds sufficient for that purpose.
- d) The County has all other remedies available at law to enforce the obligations of the public corporations, which includes the ability to sue for damages and obtain a judgment against the public corporation, which could be spread on the tax roll of the public corporation, and the ability to bring a mandamus action to compel officials of the public corporation to perform their duties mentioned above.
- e) Section 477 of the Drain Code requires the Drainage Board to levy additional special assessments if the original assessments are not sufficient to pay the principal and interest on the bonds.
- 4) The County has never made a payment pursuant to a resolution pledging full faith and credit for drainage district bonds issued by a drainage district during my 27-year tenure as drain commissioner.

DUE DILIGENCE PERFORMED FOR THE MONTGOMERY DRAIN MAINTENANCE AND IMPROVEMENT PROJECT

The Drain Office has performed specific due diligence for the Montgomery Drain Maintenance and Improvement Project which is undertaken under Chapter 20 of the Drain Code. Each public corporation has discretion to decide how to raise the funds necessary to pay for its assessment. The Drain Office been informed in this case that each of the municipalities is developing its own mix of funds that it will use to make its payments. Since this mix is in the discretion of the public corporations, the due diligence for this project has focused on the possible tax revenue and the state aid that is available to the public corporations to pay the assessment in the worst case scenario that a public corporation does not pay an installment of its assessment. It should be clear that this is not a representation of how the public corporations plan to pay their assessments.

This is just an analysis to show availability of revenues in the case there is a shortfall causing the County to make a payment on the bonds.

1) As stated above, the ultimate source of revenue to pay a public corporation's assessment in a worst case scenario is an ad valorem tax levy. In addition to the County and MDOT, the public corporations that will be assessed for the Montgomery Drain Maintenance and Improvement Project are the City of Lansing, the City of East Lansing and the Charter Township of Lansing. In the event that a millage would need to be levied to pay an annual installment of debt service on the bonds for the main drain project, it is estimated that the necessary millage rate to raise those funds would not exceed:

- City of Lansing – 0.593 mill
- City of East Lansing – 0.135 mill
- Lansing Charter Township – 0.90 mill

This analysis shows that even in a worst case scenario, the revenue stream required for payment would be manageable revenue.

2) As stated above, the other available source of revenue in a worst case scenario is the state revenue sharing payments that are available to the public corporations. Current year estimates of the revenue sharing for the public corporations published by the state of Michigan are:

- City of Lansing – \$15,598,269
- City of East Lansing – \$1,573,536
- Lansing Charter Township – \$804,184

3) Based on this analysis, there are significant resources available to support the payment of the assessments for the bonds that will be issued for this project, leading me to conclude that there is no substantial risk that a significant, long-term payment would be required from the County as a result of its pledge of full faith and credit for these Bonds.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS
**RESOLUTION PLEDGING FULL FAITH AND CREDIT TO
MONTGOMERY DRAIN DRAINAGE DISTRICT BONDS**
RESOLUTION # _____

Minutes of a regular meeting of the Board of Commissioners of Ingham County, Michigan, held on _____, 2020, at _____ p.m., local time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

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

WHEREAS pursuant to a petition filed with the Drain Commissioner of the County of Ingham, State of Michigan (the "Drain Commissioner"), proceedings have been taken by the Drainage Board for the Montgomery Drain Maintenance and Improvement Project (the "Drainage Board") under the provisions of Chapter 20 of Act 40, Public Acts of Michigan, 1956, as amended (the "Act"), for the establishment and construction of a drain project referred to as the Montgomery Drain Maintenance and Improvement Project (the "Project"); and

WHEREAS, the Project is necessary for the protection of the public health, and in order to provide funds to pay the costs of the Project, the Drainage Board intends to issue the Montgomery Drain Drainage District's (the "Drainage District") bonds in an amount not to exceed \$_____ (the "Bonds") pursuant to the Act; and

WHEREAS, the principal of and interest on the Bonds will be payable from an equal amount of assessments to be made upon the public corporations identified in the Final Order of Apportionment (the "Special Assessments"); and

WHEREAS, the Drain Commissioner, in consultation with professionals engaged by the Drainage District, has analyzed the Special Assessments and the proposed Bonds; and informed the County that there is no other indebtedness of the Drainage District secured by the Special Assessments, and that the Special Assessments will be levied in an amount equal to or greater than the par amount of the Bonds, assuring the County that there is a sufficient amount of Special Assessments levied, which together with interest thereon is projected to be sufficient to make payments of the principal of and interest on the Bonds as they become due; and

WHEREAS, PFM Financial Advisors LLC has been engaged by the Drainage District to review such projections and to assist the Drainage District as registered municipal advisor for the issuance of the Bonds; and

WHEREAS, the Ingham County Board of Commissioners (the “Board”) may, by resolution adopted by a two-thirds vote of its members elect, pledge the full faith and credit of the County for the prompt payment of the principal of and interest on the Bonds pursuant to Section 474 of the Act; and

WHEREAS, the Drain Commissioner has informed the County that the pledge of the full faith and credit of the County to the Bonds will reduce the interest cost of financing the Project thus reducing the interest cost of the County and the public corporations assessed for the Project; and

WHEREAS, the Drain Commissioner recommends that the Board adopt a resolution to pledge the full faith and credit of the County for the prompt payment of the principal of and interest on the Bonds; and

WHEREAS, based on the recommendation of the Drain Commissioner, the Board agrees to pledge the full faith and credit of the County to the Bonds.

NOW, THEREFORE, IT IS RESOLVED as follows:

1. The County pledges its full faith and credit for the prompt payment of the principal of and interest on the Bonds in a par amount not to exceed \$_____. The County shall immediately advance sufficient moneys from County funds, as a first budget obligation, to pay the principal of and interest on any of the Bonds should the Drainage District fail to pay such amounts when due. The County shall, if necessary, levy a tax on all taxable property in the County, to the extent other available funds are insufficient to pay the principal of and interest on the Bonds when due.

2. Should the County advance County funds pursuant to the pledge made in this Resolution, it shall be the duty of the County Treasurer, for and on behalf of the County, to take all actions and proceedings and pursue all remedies permitted or authorized by law for the reimbursement of such sums so paid.

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

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

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

YEAS: Commissioners _____

NAYS: Commissioners _____

ABSTAIN: Commissioners _____

COUNTY SERVICES:

Yeas: _____

Nays: _____ **Absent:** _____ **Approved:** _____

FINANCE:

Yeas: _____

Nays: _____ **Absent:** _____ **Approved:** _____

RESOLUTION DECLARED ADOPTED.

Barb Byrum, Clerk
County of Ingham

CERTIFICATION

I, Barb Byrum, the duly qualified and acting Clerk of Ingham County, Michigan (the "County") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners at a meeting held on _____, 2020, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended.

Date: _____, 2020

Barb Byrum, Clerk
County of Ingham

Agenda Item 2

TO: Board of Commissioners Human Services and Finance Committees
FROM: Tori Meyer, Director Financial Services
DATE: May 6, 2020
SUBJECT: Business Associate Agreement with Plante Moran

BACKGROUND

The County's annual audit is conducted with Plante Moran. Plante Moran has begun obtaining Business Associate Agreements with their clients as they routinely access protected health information in order to meet the auditing standards.

ALTERNATIVES

None

FINANCIAL IMPACT

No financial impact. The agreement simply affirms that our audit firm will abide by the privacy laws.

STRATEGIC PLANNING IMPACT

Ingham County wishes to have a quality and impactful audit. This agreement furthers that mission.

RECOMMENDATION

I respectfully request that the attached Business Associate Agreement between Ingham County and Plante Moran be approved.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A BUSINESS ASSOCIATE AGREEMENT WITH
PLANTE AND MORAN, PLLC RELATIVE TO THE ANNUAL AUDIT**

WHEREAS, the County of Ingham is required to have an annual audit; and

WHEREAS, the County of Ingham has engaged Plante and Moran, PLLC to conduct said audit; and

WHEREAS, Health Information is sometimes examined as part of the annual audit process and will include Protected Health Information; and

WHEREAS, Protected Health Information is subject to 45 CFR Parts 160 and 164, (the "HIPAA Rules") provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and applicable state laws and regulations relating to the privacy, security, or confidentiality of Protected Health Information; and

WHEREAS, Plante and Moran, PLLC, has a fiduciary responsibility to uphold the laws and regulations pertaining to Protected Health Information as does the County of Ingham; and

WHEREAS, a Business Associate Agreement has become a routine and standard part of the annual audit engagement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes entering into an agreement with Plante and Moran, PLLC, to comply with all laws and regulations pertaining to the privacy, security and confidentiality of all Protected Health Information encountered as a result of their audit engagement and examination of the County of Ingham.

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

Agenda Item 3

TO: INGHAM COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (ICBRA)
FROM: LANSING ECONOMIC AREA PARTNERSHIP (LEAP – CONTRACTED ICBRA STAFF)
DATE: FRIDAY, MAY 8, 2020
RE: FORMER DELUXE INN SITE -- EXPENDITURE OF BROWNFIELD BOND PROCEEDS

BACKGROUND

Ingham County Land Bank (“Owner”) is the owner of parcel number 33-01-01-21-203-003, located at 0 E. Malcolm X Street and commonly known as the Former Deluxe Inn Site (“Property”).

Property is listed as a priority site within the Brownfield Plan for Redevelopment of Ingham County Land Bank Fast Track Authority Parcels in City of Lansing, Only (“Plan”), approved in 2008 and amended twice in 2010. Plan was approved to restore environmental and economic viability of Land Bank-owned parcels in the City of Lansing.

To finance the purposes of the Plan in 2010, Ingham County Brownfield Redevelopment Authority approved the issuance of bonds (“Bonds”) in the aggregate principal amount of not to exceed \$2,685,000, in anticipation of the collection of certain tax increment revenues from eligible properties. Bonds are designated “Brownfield Redevelopment Authority Bonds, Series 2010,” maturing not later than August 1, 2026 and bearing interest at a rate or rates not exceeding 6% per annum. Bonds were activated at eligible properties across City of Lansing, including demolition of the former Deluxe Inn Hotel at 0 E. Malcolm X Street. Currently, bond proceeds remain in the amount of \$157,953.

However, the Plan’s fund, known as Brownfield Fund 240, was and is currently operating in deficit due to a lack of tax increment revenues from eligible properties. In 2010, Ingham County provided a limited tax pledge for the payment of principal and interest on the Bonds and is now covering the bond debt service. To reduce the deficit and bond debt payments without subsidy from the County’s general fund, an increase in tax increment revenues is required.

PROJECT OVERVIEW

REO Town Holding, LLC (Developer) has engaged Owner with intent to buy and develop the Property. Developer intends to construct either a hotel or mixed-use apartment development, both holding approximately 100 beds.

Property currently requires environmental remediation before any development can occur. Developer and Owner approached Ingham County Brownfield Redevelopment Authority staff regarding the possibility of assisting with the environmental due diligence.

Owner and Developer have entered into a Purchase Agreement for the Property, providing the Developer 160 days beginning in mid-March to complete due diligence activities and achieve necessary approvals with the City of Lansing.

RECOMMENDATION

After thorough discussions with Owner, Developer and City of Lansing, ICBRA staff recommends expending up to \$157,953 on eligible environmental activities authorized in the Plan on the Property to enable environmental remediation and development in accordance with City of Lansing planned zoning.

ICBRA staff believes mobilizing the remaining Bonds adheres to the mission of the ICBRA and pairs well with the original intent of the Bonds -- to remediate and redevelop blighted and contaminated properties.

INGHAM COUNTY
Brownfield Redevelopment Authority

The Authority's mission is the maintenance and implementation of a Brownfields redevelopment program throughout Ingham County and to support the cleanup and redevelopment of environmentally contaminated and previously used development sites, that promote the economic development goals of Ingham County.

TO: INGHAM COUNTY BOARD OF COMMISSIONERS

FROM: LANSING ECONOMIC AREA PARTNERSHIP (REPRESENTING INGHAM COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY UNDER ITS CONTRACT WITH THE COUNTY)

DATE: FRIDAY, MAY 8, 2020

RE: MOTION TO RECOMMEND APPROVAL OF BROWNFIELD FUND 240 BOND PROCEEDS FOR ENVIRONMENTAL REMEDIATION & REDEVELOPMENT PURPOSES ON FORMER DELUXE INN SITE NOMINATED OFFICER SLATE

As agenda item 7a, a motion to recommend to the Board of Commissioners to authorize expending Fund 240 bond proceeds with the intent to remediate environmental contamination through redevelopment on the Deluxe Inn Site was made by board member Angelica Kim and seconded by board member Becky Brimley. The motion carried unanimously.

Yays: 8 (eight)
Nays: 0 (zero)
Absent: 0 (zero)

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO EXPEND BROWNFIELD FUND 240 BOND PROCEEDS FOR ENVIRONMENTAL REMEDIATION & REDEVELOPMENT PURPOSES

WHEREAS, on November 13, 2001, pursuant to the Brownfield Redevelopment Financing Act, PA 381 of 1996, as amended (“the Act”), the Ingham County Board of Commissioners adopted Resolution #01-328 creating the Ingham County Brownfield Redevelopment Authority (the “ICBRA”), in order to promote the redevelopment of environmentally distressed, functionally obsolete, and/or blighted areas of the County; and

WHEREAS, the Board of Commissioners approved the Brownfield Plan for Redevelopment of Ingham County Land Bank Fast Track Authority Parcels in Lansing City Only (“the Plan”) on October 28, 2008, (Resolution #08-291), and 2010 Amendment #1 on February 23, 2010 (Resolution #10-046), and 2010 Amendment #2 on October 12, 2010 (Resolution #10-323) in order to restore environmental and economic viability of those properties pursuant to the Act; and

WHEREAS, the ICBRA, to finance the purposes of the Plan, approved the issuance of bonds (the “Bonds”) in the aggregate principal amount of not to exceed \$2,685,000, in anticipation of the collection of certain tax increment revenues from eligible properties; and

WHEREAS, the Bonds are designated “Brownfield Redevelopment Authority Bonds, Series 2010,” maturing not later than August 1, 2026 and bearing interest at a rate or rates not exceeding 6% per annum; and

WHEREAS, the Board of Commissioners adopted Resolution #10-338 on October 26, 2010 making a limited tax pledge for the payment of the principal and interest on the Bonds; and

WHEREAS, because the Plan’s Brownfield Fund 240 was and is currently operating with a fund deficit, the Board of Commissioners adopted Resolution #18-298 on July 24, 2018 amending the 2018 General Fund budget and transferring additional funding to the Plan’s Brownfield Fund 240 to subsidize and reduce the Bonds’ annual debt service of \$185,000; and

WHEREAS, bond proceeds remain in the amount of \$157,953 to be utilized in the redevelopment of the Plan’s eligible properties; and

WHEREAS, redevelopment of the eligible properties within the Plan will increase tax increment revenues to repay the Bonds and improve the County’s environmental and economic viability; and

WHEREAS, the Ingham County Land Bank, City of Lansing, and ICBRA are engaged with developers on a prospective development at the Deluxe Inn site, located at 0 E. Malcolm X Street, parcel number 33-01-01-21-203-003, identified as a priority site in the Plan, and currently owned by the Ingham County Land Bank; and

WHEREAS, the ICBRA recommends expending up to \$157,953 on eligible environmental activities authorized in the Plan on the Deluxe Inn site to enable environmental remediation and development in accordance with City of Lansing planned zoning.

THEREFORE BE IT RESOLVED, that the Board of Commissioners of the County of Ingham authorizes expenditure in the amount of up to \$157,953 for eligible environmental activities and authorizes Chair of the Board of Commissioners to execute a Reimbursement Agreement between ICBRA and the Ingham County Land Bank.

BE IT FURTHER RESOLVED, that should any section, clause or phrase of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid and all resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

TO: Board of Commissioners, County Services Committee and Finance Committee

FROM: Kelly R. Jones, County Highway Engineer & Director of Engineering
Road Department

DATE: May 19, 2020

SUBJECT: Proposed Resolution of Support for the Local Bridge Program Funding Applications for Fiscal Year 2023

For the Meeting Agendas of June 2, 3, 9

BACKGROUND

The Michigan Department of Transportation (MDOT) is currently soliciting applications for funding through the Local Bridge Program for Fiscal Year 2023. Funding categories include full bridge replacement, bridge rehabilitation, and preventative maintenance work. Each local agency is allowed to submit up to five funding applications for bridges measuring at least 20-ft long measured along the centerline of the roadway. Funding applications are due by June 1, 2020.

The Road Department has proposed candidates for the 2020 bridge funding applications for Fiscal Year 2023 as follows:

1. Replacement of the Dennis Road Bridge over West Cedar Drain, Leroy Township (SN 3898)
2. Replacement of the Hagadorn Road Bridge over Mudd Creek, Alaiedon Township (SN 3876)
3. Replacement of the Noble Road Bridge over Deer Creek, Wheatfield Township (SN 3921)
4. Rehabilitation of the Holt Road Bridge over Doan Creek, Leroy Township (SN 3869)
5. Preventative Maintenance on Various Bridges Countywide (TBD)

The Local Bridge Program requires the road agency’s governing body to pass a resolution of support for the bridge funding applications, which is normally included as part of the complete application submittal package. However, MDOT is allowing resolutions to be submitted at a later date without impact to the funding selections, due to variable COVID impacts to road agencies throughout the state.

ALTERNATIVES

N/A

FINANCIAL IMPACT

The Local Bridge Program provides for a maximum 95% participation from federal and/or state funds for eligible construction costs. The Road Department is responsible for the 5% (minimum) construction funding match and 100% of any costs associated with right-of-way, design engineering and construction engineering. These costs will be included in the 2023 Road Department budget if awarded funding.

OTHER CONSIDERATIONS

N/A

RECOMMENDATION

Based on the information provided, I respectfully recommend approval of the attached resolution of support for the Fiscal Year 2023 Local Bridge Program Funding Applications.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION OF SUPPORT FOR THE LOCAL BRIDGE PROGRAM FUNDING
APPLICATIONS FOR FISCAL YEAR 2023**

WHEREAS, the Michigan Department of Transportation (MDOT) is currently soliciting applications for federal and/or state funding through the Local Bridge Program for Fiscal Year 2023; and

WHEREAS, the available funding categories through the Local Bridge Program include full bridge replacement, bridge rehabilitation, and preventative maintenance work for bridges measuring at least 20-ft long when measured along the roadway centerline; and

WHEREAS, the Local Bridge Program allows each road agency to submit a maximum of five bridge funding applications annually; and

WHEREAS, upon reviewing the county bridge needs, the Road Department recommends submitting funding applications to address the replacement, rehabilitation, and preventative maintenance needs for the following bridges:

6. Replacement of the Dennis Road Bridge over West Cedar Drain, Leroy Township (SN 3898)
7. Replacement of the Hagadorn Road Bridge over Mudd Creek, Alaiedon Township (SN 3876)
8. Replacement of the Noble Road Bridge over Deer Creek, Wheatfield Township (SN 3921)
9. Rehabilitation of the Holt Road Bridge over Doan Creek, Leroy Township (SN 3869)
10. Preventative Maintenance on Various Bridges Countywide; and

WHEREAS, the Local Bridge Program requires a current resolution from the road agency's governing Board in support of the proposed funding applications.

THEREFORE, BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the Road Department to submit five applications for the bridges listed above to solicit fiscal year 2023 Local Bridge Program funding.

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the attached list of Special and Routine Permits dated May 19, 2020 as submitted.

INGHAM COUNTY ROAD DEPARTMENT

DATE: MAY 19, 2020

LIST OF CURRENT PERMITS ISSUED

ROW PERMIT#	APPLICANT/ CONTRACTOR	WORK	LOCATION	CITY/ TWP
2020-089	ICDC	TREE REMOVAL	MARSH RD	MERIDIAN
2020-092	ITC HOLDINGS	ANNUAL BLANKET	VARIOUS	VARIOUS
2020-090	PUREGREEN TREE	TREE REMOVAL	SUN RAPIDS DR	MERIDIAN
2020-080	MEADOWVIEW FARMS	AG MOVE	TOLES RD	AURELIUS
2020-094	WOLVERINE PIPELINE	PIPELINE INSPECTION	HAMILTON RD	MERIDIAN
2020-103	WOW	CABLE – UG	EDEN RD	VEVAY
2020-093	ICDC	ANNUAL BLANKET	VARIOUS	VARIOUS
2020-100	PFI INTERNATIONAL	LAND DIVISION	SHOESMITH RD	WILLIAMSTOWN
2020-097	JIM BARNHART	LAND DIVISION	GILBERT RD	DELHI
2020-095	MERIDIAN TWP	WATER MAIN	HASLETT RD	MERIDIAN
2020-096	MERIDIAN TWP	WATER MAIN	NEWMAN RD	MERIDIAN
2020-102	CONSUMERS ENERGY	GAS – BORE	BUTTERNUT DR	MERIDIAN
2020-099	CONSUMERS ENERGY	GAS	ARUNDEL PL	MERIDIAN
2020-104	CONSUMERS ENERGY	GAS	NORWOOD RD	LANSING
2020-042	METRO FIBERNET	CABLE – UG, BORE	BUSINESS CENTRE DR	LANSING
2020-114	COMCAST	CABLE – UG	VARIOUS	MERIDIAN
2020-115	COMCAST	CABLE – UG	MARSH RD	MERIDIAN
2020-041	METRO FIBERNET	CABLE – UG, OH	WAVERLY RD	LANSING
2020-120	COMCAST	CABLE – OH	TIHART RD	MERIDIAN
2020-119	CONSUMERS ENERGY	ELECTIC – OH	CEDAR ST	DELHI

2020-065	METRO FIBERNET	CABLE – UG	KINAWA DR	MERIDIAN
2020-122	GEODETIC DESIGNS	SURVEY WORK	WAVERLY RD	LANSING
2020-111	METRO FIBERNET	CABLE – UG	STONER RD	LANSING
2020-116	CONSUMERS ENERGY	GAS, ROAD CUT	SKYLINE CT	MERIDIAN
2020-112	METRO FIBERNET	CABLE – UG	KALAMAZOO ST	LANSING
2020-110	METRO FIBERNET	CABLE – UG	OKEMOS RD	MERIDIAN
2020-113	METRO FIBERNET	CABLE – UG	CHESTER RD	LANSING
2020-117	WESTSIDE WATER	WATER MAIN	HATHAWAY ST	LANSING
2020-118	WESTSIDE WATER	WATER MAIN	BON AIR RD	LANSING
2020 -141	FRONTIER	CABLE – UG	NOBLE RD	WHEATFIELD
2020 -140	FRONTIER	CABLE – UG	DENNIS RD	WHEATFIELD
2020-139	FRONTIER	CABLE – UG	WILLIAMSTON RD	WHEATFIELD
2020-138	FRONTIER	CABLE – UG	NOBLE RD	WHEATFIELD
2020-137	FRONTIER	CABLE – UG	CRAIN RD	ONONDAGA
2020-135	FRONTIER	CABLE – UG, BORE	ONONDAGA RD	ONONDAGA
2020-152	AT&T	CABLE – UG	CEDAR ST	DELHI
2020-143	CONSUMERS	GAS	GRACE ST	LANSING
2020-144	CONSUMERS	GAS	LAKE DR	MERIDIAN
2020-145	CONSUMERS	GAS	PORTER AVE	MERIDIAN
2020-146	CONSUMERS	GAS	CAHILL DR	MERIDIAN
2020-153	ICDC/CENTRAL EXCAV	SHOULDER CLOSURE	DELL RD	DELHI
2020-155	CITY OF LANS/ HOFFMAN BROS	DETOUR	WAVERLY RD	LANSING
2020-157	COMCAST/B&M	CABLE – UG	AURELIUS RD	DELHI
2020-150	CONSUMERS	EMERG – GAS	AURELIUS RD	DELHI
2020-151	CONSUMERS	EMERG – GAS	HOLBROOK DR	DELHI
2020-148	CONSUMERS	EMERG – GAS	NORTHVIEW DR	DELHI
2020-156	CONSUMERS	ELEC – UG	HULL RD	VEVAY
2020-149	CONSUMERS	GAS	GILBERT RD	LANSING

2020-134	FRONTIER	CABLE – UG, BORE	AURELIUS RD	ONONDAGA
2020-168	CONSUMERS	GAS, ROAD CUT	OKEMOS RD	MERIDIAN
2020-142	FRONTIER	CABLE – UG	FROST RD	WHEATFIELD
2020-049	ZAYO GROUP	CABLE – OH	MT HOPE RD	MERIDIAN
2020-166	CONSUMERS	EMERG – GAS	RISLEY RD	DELHI
2020-167	CONSUMERS	EMERG – GAS	MITCHEL AVE	LANSING
2020-164	CONSUMERS	EMERG – GAS	CORNELIA DR	LANSING
2020-163	CONSUMERS	EMERG – GAS	JEANNE ST	DELHI
2020-161	CONSUMERS	EMERG – GAS	SUGAR BUSH LN	DELHI
2020-160	CONSUMERS	EMERG – GAS	BOND AVE	DELHI
2020-159	CONSUMERS	EMERG – GAS	BUENA PKWY	MERIDIAN
2020-162	CONSUMERS	EMERG – GAS	GROVE ST	DELHI
2020-165	CONSUMERS	EMERG – GAS	MORRIS AVE	LANSING
2020-128	FRONTIER	CABLE – UG	BARNES RD	AURELIUS
2020-105	AT & T	CABLE-UG/RD CORE	AURELIUS RD	DELHI
2020-173	METRO FIBERNET	CABLE – OH/UG	MT HOPE RD	MERIDIAN
2020-200	CONSUMERS	ELEC – OH	HOLT RD	DELHI
2020-201	CONSUMERS	GAS	BIRCHWOOD DR	MERIDIAN
2020-192	CONSUMERS	GAS – BORE	BELLEVUE RD	LESLIE
2020-176	123 NET INC	CABLE – UG	FIVE OAKS DR	DELHI
2020-181	CONSUMERS	ELEC – OH	LAKE LANSING RD	MERIDIAN
2020-199	CONSUMERS	ELEC – OH	JOLLY RD	MERIDIAN
2020-202	CONSUMERS	GAS	CEDAR ST	DELHI
2020-203	CONSUMERS	ELEC-OH	BENNETT RD	MERIDIAN
2020-197	DELTA TWP/SCARLETT	WATER MAIN	WAVERLY RD	LANSING
2020-193	CITY OF E LANS/C&D	TRAFFIC CONTROL	LAKE LANSING RD	LANSING
2020-196	ZAYO GROUP	CABLE OH-UG, BORE	HARPER RD	ALAIEDON
2020-174	ZAYO GROUP	CABLE OH-UG	JOLLY RD	DELHI
2020-194	CONSUMERS	GAS	BRYNFORD AVE	LANSING

2020-195	MERID TWP/SCARLETT	SANITARY-ROAD CUT	1615 PEBBLESTONE	MERIDIAN
2020-132	FRONTIER	CABLE –UG	ROSSMAN RD	ONONDAGA
2020-127	FRONTIER	CABLE – UG	BUNKER RD	AURELIUS
2020-130	FRONTIER	CABLE – UG	ONONDAGA RD	AURELIUS
2020-131	FRONTIER	CABLE – UG	STIMSON RD	ONONDAGA
2020-129	FRONTIER	CABLE – UG	AURELIUS RD	AURELIUS
2020-184	CONSUMERS	EMERGENCY GAS	MAPLE ST	DELHI
2020-183	CONSUMERS	EMERGENCY GAS	COLLEGE RD	ALAIEDON
2020-187	CONSUMERS	ELEC – OH	COLLEGE RD	AURELIUS
2020-182	CONSUMERS	ELEC – UG	JOLLY OAK RD	MERIDIAN
2020-186	CONSUMERS	GAS	EIFERT RD	DELHI
2020-169	MERID TWP/SCARLETT	SANITARY-ROAD CUT	1633 PEBBLESTONE	MERIDIAN
2020-170	CONSUMERS	GAS-ROAD CUT	ALGOMA DR (HIAWATHA PROJECT)	MERIDIAN
2020-205	FRONTIER	CABLE OH, UG	FITCHBURG RD	BUNKER HILL
2020-204	FRONTIER	CABLE - UG	FITCHBURG RD	BUNKER HILL
2020-206	CONSUMERS	GAS	HORSTMAYER RD	DELHI
2020-210	CONSUMERS	GAS	EIFERT RD	DELHI
2020-198	ACD.NET	CABLE UG, BORE	HULL RD	VEVAY
2020-185	CONSUMERS	EMERGENCY GAS	ST JOSEPH ST	LANSING
2020-189	ZAYO	CABLE – OH, BORE	MERIDIAN RD	MERIDIAN
2020-215	CONSUMERS	EMERGENCY GAS	5503 WILLOUGHBY RD	DELHI
2020-208	CONSUMERS	GAS, BORE	2019 PARK LN	DELHI
2020-212	CONSUMERS	GAS, ROAD CUT	4249 KELLER RD	DELHI
2020-136	FRONTIER	CABLE – UG	OLD PLANK RD	ONONDAGA
2020-214	MERID TWP/SCARLETT	SANITARY/ROAD CUT	4360 STONEYCROFT	MERIDIAN
2020-223	COMCAST/KANAANCOM M	CABLE – OH	1445 EDGAR RD	DELHI

2020-224	COMCAST/B & M ASHMAN	CABLE – UG, BORE	5892 SHAW ST	MERIDIAN
2020-219	COMCAST/B & M ASHMAN	CABLE – UG	4025 HOLT RD	DELHI
2020-222	COMCAST/B & M ASHMAN	CABLE – UG	6365 REYNOLDS	MERIDIAN
2020-216	COMCAST/B & M ASHMAN	CABLE – UG, BORE	1493 HASLETT RD	MERIDIAN
2020-217	COMCAST/B & M ASHMAN	CABLE – OH	AURELIUS RD	DELHI
2020-220	COMCAST/B & M ASHMAN	CABLE – OH	JOLLY RD	ALAIEDON
2020-207	CONSUMERS	GAS	4130 GALE RD	ONONDAGA
2020-229	MERID TWP/SCARLETT	SANITARY/ROAD CUT	HAMILTON RD	MERIDIAN
			MANAGING DIRECTOR:	

Agenda Item 5a

TO: Board of Commissioners, Law & Courts, County Services & Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: May 19, 2020

RE: Resolution to Authorize a Contract with Tower Pinkster for Architectural and Engineering Design Services at the Ingham County Probate Court Office

For the meeting agendas of: May 28, June 2 & 3

BACKGROUND

At the request of the Probate Court Administrator, the Probate Court office front counter area is in need of health and safety improvements. Tower Pinkster submitted a proposal not to exceed \$14,000.00 for the Architectural and Engineering design services. Tower Pinkster is on the state of Michigan MiDeals contract so three quotes were not required per the County's Purchasing Policies and Procedures.

ALTERNATIVES

The alternative would be to put out a formal RFP delaying the health and safety improvements for the Probate Court office staff.

FINANCIAL IMPACT

We request the funds to come from the Public Improvement Fund balance.

OTHER CONSIDERATIONS

Other considerations are to go through the 2021 budget process.

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support a contract with Tower Pinkster for architectural and engineering design services at the Ingham County Probate Court Office.

Introduced by the Law & Courts, County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH TOWER PINKSTER FOR THE ARCHITECTURAL AND ENGINEERING DESIGN SERVICES AT THE INGHAM COUNTY PROBATE COURT OFFICE

WHEREAS, the Probate Court office front counter area is in need of health and safety improvements; and

WHEREAS, Tower Pinkster is on the State of Michigan MiDeals contract, so three quotes were not required; and

WHEREAS, it is the recommendation of the Facilities Department to enter into an agreement with Tower Pinkster who submitted the proposal of \$14,000.00 for the architectural and engineering design services at the Ingham County Probate Court office; and

WHEREAS, funds for this project are available within the Public Improvement Fund balance.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Tower Pinkster., 242 East Kalamazoo Ave., Kalamazoo, Michigan 49007 for the architectural and engineering design services at the Ingham County Probate Court office for an amount not to exceed \$14,000.00.

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

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

Agenda Item 5b

TO: Board of Commissioners, Human Services, County Services & Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: May 19, 2020

RE: Resolution Authorizing a Contract with Du-All Cleaning Inc. for Janitorial Services at Several County Facilities

For the meeting agendas of: June 1, 2 & 3

BACKGROUND

The current contract for janitorial services will expire on July 31, 2020. The Purchasing Dept. put out a request for proposals from qualified, experienced vendors who are familiar with providing janitorial services for office buildings and medical facilities. Du-All Cleaning Inc. submitted the lowest responsive and responsible proposal of \$2,431,593.89 for a three (3) year contract beginning August 1, 2020 through July 31, 2023 with an optional two (2) year renewal.

ALTERNATIVES

The alternative would be to continue with the current company and pay more.

FINANCIAL IMPACT

Funds are available in the appropriate 931100 and 818000 contractual line items.

OTHER CONSIDERATIONS

There are no other considerations that we are aware of at this time.

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support a contract with Du-All Cleaning for janitorial services at several county facilities.

TO: Rick Terrill, Director of Facilities

CC: Tom Gamez, Director of Operations, Road Department

FROM: James Hudgins, Director of Purchasing

DATE: April 13, 2020

RE: Memorandum of Performance for RFP No. 38-20 Janitorial Services

Per your request, the Purchasing Department sought proposals from interested and qualified vendors experienced with cleaning commercial office buildings and medical facilities with the purpose of entering into a 3-year agreement to provide janitorial services. The following buildings are included in the request: Human Services Building, Grady Porter Building, Veterans Memorial Courthouse, 9-1-1 Dispatch Center, Ingham County Family Center, Willow Clinic, Well Child Clinic, Forest Community Health Center, IC Animal Shelter, New Hope, and Ingham County Road Department.

The scope of work includes, but is not limited to, maintaining an adequate number of properly-trained and vetted cleaning personnel along with a sufficient and competent number of supervisors in order to provide satisfactory cleaning services at all times. The contractor at their expense will provide the necessary supplies and industrial equipment required to perform the work specified in the request for proposal.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	50	18
Vendors responding	5	1

A summary of the vendors’ costs is located on the next page.

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

This Memorandum is to be included with your memo and resolution submission to the Resolutions Group as acknowledgement of the Purchasing Department’s participation in the purchasing process.

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

SUMMARY OF VENDORS' COSTS

Vendor Name	Local Pref	Year 1 Total Cost	Year 2 Total Cost	Year 3 Total Cost	Grand Total Cost (Years 1, 2 & 3)
Du-All Cleaning Inc.	No. Sterling Heights MI	\$798,494.00	\$810,471.41	\$822,628.48	\$2,431,593.89
RNA Facilities Management	No. Ann Arbor MI	\$917,386.10	\$935,733.80	\$954,448.50	\$2,807,568.40
Custodial Sanitation Management Services	No. Grand Rapids MI	\$1,036,989.00	\$1,056,691.00	\$1,076,769.00	\$3,170,449.00
Romanow Building Services	Yes. Lansing MI	\$1,050,806.55	\$1,071,986.13	\$1,093,801.12	\$3,216,593.80
GRBS Inc. (Grand Rapids Building Services, Inc.)	No. Grand Rapids MI	\$1,317,261.28	\$1,317,261.28	\$1,317,261.28	\$3,951,783.84

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH DU-ALL CLEANING INC. FOR
JANITORIAL SERVICES AT SEVERAL COUNTY FACILITIES**

WHEREAS, the current janitorial contract expires on July 31, 2020; and

WHEREAS, the Purchasing Department put out a request for proposals from qualified, experienced vendors who are familiar with providing janitorial services for office buildings and medical facilities; and

WHEREAS, it is the recommendation of the Facilities Department to enter into an agreement with Du-All Cleaning Inc. who submitted the lowest responsive and responsible proposal of \$2,432,593.89 for a three (3) year contract with an optional two (2) year renewal for janitorial services at the several County facilities; and

WHEREAS, funds are available through the appropriate 931100 and 818000 contractual line items.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize entering into an agreement with Du-All Cleaning Inc., 35474 Mound Road, Sterling Heights, Michigan 48310 for janitorial services at several County facilities for three (3) years for an amount not to exceed \$2,431,593.89.

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

Agenda Item 6a

TO: Board of Commissioners Human Services, County Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: May 11, 2020
SUBJECT: Authorization to Convert the Clinical Data Analyst Position from an ICEA County Pro Grade 8 to an ICEA County Pro Grade 7
For the meeting agenda of June 1, June 2 and June 3, 2020

BACKGROUND

Ingham County Health Department (ICHHD) wishes to convert vacant Position #601532 Clinical Data Analyst from an ICEA County Pro Grade 08 to ICEA County Pro Grade 07. The position had initially been budgeted in the FY 2020 budget at an ICEA County Pro 08 range. However, after Human Resources' re-analysis of the final job description, it has been determined that the position is appropriate to grade as an ICEA County Pro 07. The ICEA County Professionals Union has been notified, and they support the establishment of the position and concur with the conversion to an ICEA County Pro 07 grade. The Clinical Data Analyst position has not yet been posted pending finalization of the job description.

ALTERNATIVES

The alternative would be to leave Position #601532 Clinical Data Analyst at an ICEA County Pro Grade 08 and forfeit a cost savings of \$5,905.63 annually.

FINANCIAL IMPACT

The position was initially budgeted in the FY 2020 budget at an ICEA County Pro 08 range. Therefore the conversion in the budget from an ICEA County Pro 08 (\$59,140.99 - \$70,997.30) to ICEA County Pro 07 (\$54,222.00 - \$65,091.67) shall result in a cost savings of \$5,905.63 annually.

STRATEGIC PLAN

This resolution supports the overarching long-term objective of promoting accessible healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval for Ingham County to authorize the conversion of vacant Position #601532 Clinical Data Analyst (ICEA County Pro Grade 08 to ICEA County Pro Grade 07).

Agenda Item 6a

TO: Anne Scott, Deputy Health Officer & Executive Director of CHC
FROM: Joan Clous, Human Resources Specialist
DATE: May 6, 2020
RE: Memo of Analysis for the creation of new position within the Health Department – Data Analyst

Regarding the creation of new positions, Human Resources can confirm the following information:

1. The newly created position of Data Analyst has been determined to fall within the scope of the ICEA County Professional jobs and was classified at an ICEA County Pro Level 7 (\$54,220.00 to \$65,091.67)

Please use this memo as acknowledgement of Human Resources' participation and analysis of your reorganization proposal. You are now ready to move forward as a discussion item and contact budget for a budget analysis.

If I can be of further assistance, please email or call me (887-4374).

From: [Anne Scott](#)
To: [Lisa Malone](#)
Subject: FW: New position for health dept.
Date: Friday, May 15, 2020 11:34:18 AM
Attachments: [image001.png](#)

Lisa, here is the union support, HR did not include in their intial documents. I think I am done on this one! Sorry.

Anne

From: Joan Clous <JClous@ingham.org>
Sent: Friday, May 15, 2020 9:02 AM
To: Anne Scott <AScott@ingham.org>
Subject: FW: New position for health dept.

Here you go this is for the Data position

From: Jeffrey Donahue [<mailto:jdonahue@whiteschneider.com>]
Sent: Sunday, May 3, 2020 8:15 AM
To: Joan Clous
Cc: Desiree Cook
Subject: New position for health dept.

Joan, the ICEA has no issue with this new position. We do not need a call to discuss. Thanks. Jeff

Jeffrey S. Donahue
White Schneider PC
1223 Turner Street, Suite 200
Lansing, Michigan 48906
www.whiteschneider.com
P: 517/347-7225
F: 517/349-8295



White Schneider PC



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From: Joan Clous <JClous@ingham.org>
Sent: Friday, April 24, 2020 1:05 PM
To: Desiree Cook <DCook@ingham.org>
Subject: RE: New position for health dept.

Thanks, I make the fix. It will be similar, but will not be dealing with financial information.

From: Desiree Cook
Sent: Friday, April 24, 2020 1:03 PM
To: Joan Clous
Subject: RE: New position for health dept.

May want to fix the spelling of HIPAA.

Isn't this what Paul and Jerry do with data for the health centers?

From: Joan Clous <JClous@ingham.org>
Sent: Friday, April 24, 2020 12:19 PM
To: Desiree Cook <DCook@ingham.org>
Subject: New position for health dept.

Desiree,

The health department is creating a new position (see attached) it falls within the ICEA at a level 7. I don't have the scoring at my house, so I am unable to provide it to you.

Thanks,
Joan

Joan Clous SHRM-CP
Human Resources Specialist

Ingham County

5303 S. Cedar Bldg 2 Suite 2102
Lansing MI 48911

517-887-4374 – Office

517-887-4396 – Fax

“Attitude is a choice. Think positive thoughts daily. Believe in yourself. ~ Pat Summit

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**INGHAM COUNTY
JOB DESCRIPTION**

CLINICAL DATA ANALYST, COMMUNITY HEALTH CENTERS (CHCs)

General Summary:

Under the supervision of the Clinical Services Manager, the Clinical Data Analyst oversees and coordinates clinical data, including data management, verification, and analysis and reporting, using Electronic Health Records and other data sources to support quality programs and health center operations. Builds reports and performs analytics using SQL, vendor reporting tools, and other health data information technology. Works closely with EHR staff and Quality Improvement Coordinator and is responsible for data validation to assure accurate, consistent data analysis and reporting.

Essential Functions:

1. Interprets and synthesizes large amounts of electronic health data such as longitudinal clinical performance measures and universal data systems metrics and prepares clear, concise reports for various staff, Board and accountability purposes.
2. Coordinates internal data management efforts for department administration including designing and overseeing data collection and analysis processes. Coordinates department datasets including those sourced from patient management system and electronic medical records. Codes and labels data according to accepted practices and creates a process for displaying and reporting of the data.
3. Prepares statistical, technical and administrative reports. Creates reports on health performance and provider performance from various internal databases for county and federal agencies. Writes clear, concise reports, proposals, and summaries which explain aspects of the performance and productivity findings.
4. Analyzes data using various data management and statistical programs to produce charts, graphs, tables, and maps which summarize findings.
5. Coordinates and conducts staff training related to collecting required data and information needed to prepare Uniform Data System report.
6. Performs and supports various data hygiene processes, including data validation, workflow validation, data integrity monitoring, and data mapping.
7. Maintains report glossary and metric definitions, vets new reporting tools and modules, make changes to reports in response to grant reporting requirements, and work with clinical team to pilot data collection and reports.
8. Ensures reporting modules and data capture aligns with clinical quality metrics, UDS metrics, grant guidelines and other federal, state, local or project specific guidelines or requirements.
9. “Responsible for validating clinical data and producing accurate reports which are critical to the financial, clinical quality and patient care functions of the organization

Other Functions

- Performs other duties as assigned.
- Must adhere to departmental standards in regard to HIPAA and other privacy issues.
- During a public health emergency, the employee may be required to perform duties similar to but not limited to those in his/her job description.

(The above statements are intended to describe the general nature and level of work being performed by the people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.)

Employment Qualifications

Education: Advanced training as acquired through two or three years of college, technical or business school is required. An Associate's Degree in Computer Science, Health Information Systems or a related field is preferred.

Experience: A minimum of three years in a computer or health related field is required. Prefer experience with electronic health records, health care data, and database creation, SQL, HTML, Visual Studios, Microsoft Access and Excel.

Other Requirements: None

(The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.)

Working Conditions:

1. This position works in an indoor environment. There is no planned exposure to prominent lights, noises, odors, temperatures or weather conditions.

Physical Requirements:

- This position requires the ability to sit, stand, walk, traverse, climb, balance, twist, bend, stoop/crouch, squat, kneel, crawl, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands or fingers.
- This position's physical requirements require little to no stamina in kneeling, crawling and pinching.
- This position's physical requirements require periodic stamina in climbing, balancing, twisting, bending, stooping/crouching, squatting, crawling, lifting, pushing, and pulling.
- This position's physical requirements require regular stamina in walking, traversing, carrying, reaching, grasping, and handling.
- This position's physical requirements require continuous stamina in sitting, typing and enduring repetitive movements of the wrists, hands or fingers.
- This position performs sedentary work requiring a negligible amount of effort in the physical requirements above.
- This position primarily requires close visual acuity to perform tasks within arm's reach such as: viewing a computer screen, using measurement devices, inspecting and assembling parts, etc.
- This position requires the ability to communicate and respond to inquiries both in person and over the phone.

- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.

January 6, 2020
ICEA PRO

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO CONVERT THE CLINICAL DATA ANALYST POSITION
FROM ICEA 08 TO ICEA 07**

WHEREAS, Ingham County Health Department (IChD) wishes to convert vacant Position #601532 Clinical Data Analyst from an ICEA County Professional Grade 08 to ICEA County Professional Grade 07; and

WHEREAS, the Clinical Data Analyst position was initially included in the FY 2020 budget as an ICEA County Pro 08; and

WHEREAS, after Human Resources' re-analysis of the position, it was determined that the position description aligns with the ICEA County Pro 07 grade; and

WHEREAS, the ICEA County Professionals Union has been notified, and they support the conversion; and

WHEREAS, the Clinical Data Analyst position is vacant as it has not yet been posted pending finalization of the job description; and

WHEREAS, the conversion of the vacant Clinical Data Analyst position from the ICEA 08 (\$59,140.99 - \$70,997.30) to ICEA 07 (\$54,222.00 - \$65,091.67) shall result in a cost savings of \$5,905.63 annually; and

WHEREAS, the Ingham Community Health Center Board has reviewed and supports the proposal to convert the vacant Position #601532 Clinical Data Analyst to an ICEA County Pro 07; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize the proposed conversion of vacant Position #601532 Clinical Data Analyst to ICEA County Pro 07.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the conversion of vacant Position #601532 Clinical Data Analyst as an ICEA County Professional Grade 07.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary changes to the budget and position allocation list consistent with this resolution.

Agenda Item 6b

TO: Board of Commissioners Human Services, County Services and Finance Committees
FROM: Linda S. Vail, MPA, Health Officer
DATE: May 6, 2020
SUBJECT: Resolution to Authorize Extended Cooperative Operational Agreement with the Ingham Community Health Center Board of Directors

For the meeting agendas of June 1, June 2 and June 3, 2020

BACKGROUND

Ingham County Health Department (ICHHD) wishes to extend the Cooperative Operational Agreement with the Ingham Community Health Center Board of Directors (ICHC BOD) for one year effective July 1, 2020 through June 30, 2021. Through Resolution #19-318, the Cooperative Operational Agreement between the ICHC BOD was extended through June 30, 2020. As a Community Health Center (CHC) Program Grantee of the U.S. Department of Health and Human Services' Health Resources and Services Administration (HRSA), ICHHD is required by section 330 of the Public Health Services Act to maintain a governing board of which the majority are being served by the center, and who as a group demographically represent the population receiving health care from the center. As public entity, ICHHD fulfills this requirement with a co-applicant board, the ICHC BOD. When two boards exist, each board's responsibilities must be specified in writing so that responsibilities for carrying out the governing functions are clearly understood. The ICHC BOD must, at minimum, include the following:

- Hold monthly meetings
- Reach approval of the health center grant application and budget
- Oversee selection/dismissal and performance evaluation of the health center Executive Director
- Select services to be provided and health center hours of operations
- Measures and evaluate the organization's progress in meeting its annual and long-term program and financial goals and develop plans for the long-range viability of the organization by engaging in strategic planning, review the organization's mission and bylaws, evaluate patient satisfaction, and monitor organizational assets and performance
- Establish general policies for the CHCs

In order to maintain compliance as a HRSA grantee, an updated agreement must be established.

ALTERNATIVES

There are no alternatives.

FINANCIAL IMPACT

There is no financial impact.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of promoting accessible healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured.

OTHER CONSIDERATIONS

There are no other considerations

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize the extension of the Cooperative Operational Agreement with ICHC Board of Directors for one year, effective July 1, 2020 through June 30, 2021.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE EXTENDED COOPERATIVE OPERATIONAL AGREEMENT WITH THE INGHAM COMMUNITY HEALTH CENTER BOARD OF DIRECTORS

WHEREAS, Ingham County Health Department (ICHD) wishes to extend the Cooperative Operational Agreement with the Ingham Community Health Center Board of Directors (ICHC BOD) for one year effective July 1, 2020 through June 30, 2021; and

WHEREAS, through Resolution #19-318, the Cooperative Operational Agreement between the Ingham County Board of Commissioners and the Ingham Community Health Center (ICHC) Board of Directors was extended through June 30, 2020; and

WHEREAS, as a Community Health Center (CHC) Program Grantee of the U.S. Department of Health and Human Services' Health Resources and Services Administration (HRSA), ICHD is required by Section 330 of the Public Health Services Act to maintain a governing board of which the majority are being served by the center, and who as a group demographically represent the population receiving health care from the center; and

WHEREAS, as a public entity, ICHD fulfills this requirement with a co-applicant board, the Ingham County CHC Board of Directors; and

WHEREAS, when two boards exist, each board's responsibilities must be specified in writing so that responsibilities for carrying out the governing functions are clearly understood; and

WHEREAS, ICHD fulfills the requirement through a Cooperative Operational Agreement with the CHC Board of Directors; and

WHEREAS, the ICHC Board of Directors functions must, at a minimum, include the following:

- Hold monthly meetings;
- Reach approval of the health center grant application and budget;
- Oversee selection/dismissal and performance evaluation of the health center Executive Director;
- Select services to be provided and health center hours of operations;
- Measure and evaluate the organization's progress in meeting its annual and long-term program and financial goals and develop plans for the long-range viability of the organization by engaging in strategic planning, review the organization's mission and bylaws, evaluate patient satisfaction, and monitor organizational assets and performance; and
- Establish general policies for the health centers; and

WHEREAS, in order to maintain compliance as a HRSA grantee, an updated agreement must be established; and

WHEREAS, the current Cooperative Operational Agreement ends June 30, 2020; and

WHEREAS, the ICHC Board of Directors must have established Bylaws in order to ensure compliance with federal statute and program requirements as stipulated by Section 330 of the Public Health Services Act, which are included as an attachment to the Cooperative Operational Agreement; and

WHEREAS, the Bylaws of the ICHC Board of Directors were recently revised, and these revisions must also be approved and adopted by the Ingham County Board of Commissioners; and

WHEREAS, the ICHC Board of Directors recommends that the terms of the current Cooperative Operational Agreement be extended for the term of one year; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize the extension of the Cooperative Operational Agreement for one year, effective July 1, 2020 through June 30, 2021.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the attached extension of the Cooperative Operational Agreement with ICHC Board of Directors for one year, effective July 1, 2020 through June 30, 2021.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners approve the attached revised bylaws developed by the ICHC Board of Directors.

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

Final Approved for Signature 12/19/2019

(a)INGHAMCOMMUNITYHEALTH
CENTERBOARD BYLAWS

READING RECOMMENDED CHANGES

Ingham Community Health Center Board of Directors

Article I - Name

The name of this Board shall be the Ingham Community Health Center Board of Directors hereinafter "Community Health Center Board."

Article II - Purpose

The Community Health Center Board will assist the Ingham County Board of Commissioners, hereinafter "Board of Commissioners" and the Ingham County Health Department, hereinafter "Health Department," a department of Ingham County pursuant to MCL 333.2413, to implement health services for Ingham County residents throughout a network of Community Health Centers operated by the Health Department. These services represent a significant effort by the County to assure that low-income Ingham County residents have adequate access to primary care, dental care, Women's Health services, including family planning, sexually transmitted infection prevention, diagnosis, and treatment, immunizations, behavioral health, care for the homeless, refugee care and care for persons with HIV. The Community Health Center Board, Board of Commissioners, and the Health Department shall be particularly committed to meeting the health care needs of at-risk populations, including women during the child-bearing years, children, minorities, and other underserved populations.

The Community Health Center Board shall serve as a co-applicant for a grant application to the U.S. Department of Health and Human Services, Health Resources and Services Administration, Bureau of Primary Health Care, Health Center Program under Section 330 of the Public Health Services Act for operation of a Federally Qualified Health Center. The Community Health Center Board shall monitor the Health Department's implementation of the grant.

Article III- Mission and Objectives

A. Mission

Our mission is to attain the highest level of community wellness by empowering people to improve their health and well-being.

B. Objectives

1. To arrange for the provision of comprehensive primary care services to residents of the medically underserved areas of Ingham County, and surrounding areas.
2. To increase the accessibility of primary care services, inclusive of medical and dental (oral) services, to uninsured/underinsured population groups which experience a shortage of primary care.
3. To assure that the Community Health Centers provide high quality primary care services.
4. To develop an integrated primary care program with other community health resources, including ongoing public health services.

5. To support the Ingham County objective of assuring that all County residents have access to an organized system of health care.
6. To support Ingham County in its efforts to make certain public health services (such as family planning, sexually transmitted infection prevention, diagnosis, and treatment, breast and cervical cancer control, and immunizations) available to the general population and especially to at-risk populations, including women in childbearing years, children, minorities, and other underserved populations through a primary medical care model.

Article IV - Authority of Board of Commissioners

The Board of Commissioners is elected and operates under provisions of Article VII of the 1963 Michigan Constitution and Public Act 156 of 1851, MCL 46.1 et. seq. The Board of Commissioners has the responsibility to represent the County and for the care and management of the business of the County. MCL 46.11. The Board of Commissioners has the authority to establish rules and regulations in reference to the management of the interest and business concerns of the County as the Community Health Center Board considers necessary and proper in all matters not especially provided for by law. MCL 46.11(m). Pursuant to the statute, the Board of Commissioners is required to provide for a County Health Department to serve the needs of the community. MCL333.2413.

The Board of Commissioners, acting on behalf of Ingham County, shall serve as the public entity applicant, together with the Community Health Center Board as co applicant, for grants under Section 330 of the Public Health Services Act.

Article V- Size and Composition

A. Size

The Community Health Center Board shall consist of no less than nine (9) and no more than seventeen (17) members to maintain appropriate representation for the complexity of the Community Health Centers.

B. Composition

1. A majority of the Community Health Center Board members shall be individuals who are served by the Community Health Centers and who, as a group, represent the individuals being served in terms of demographic factors, such as race, ethnicity and gender, and geographic factors. Board members that have not utilized Community Health Center services within the past 24 months do not count toward the board composition requirement.
2. No more than one-half of the remaining members of the Community Health Center Board shall be individuals who derive more than ten percent (10%) of their annual income from the health care industry.

3. The remaining Community Health Center Board members shall be representatives of the community, in which the catchment area is located and shall be selected for their expertise in community affairs, local government, finance and banking, legal affairs, trade unions, and other commercial and industrial concerns or social service agencies within the community. Geographic factors also to be considered.
4. No less than one (1), but no more than two (2), Community Health Center Board members shall be Ingham County Board of Commissioners' members.
5. No Community Health Center Board member shall be an employee of the Community Health Center or the spouse, child, parent, brother or sister by blood or marriage of such an employee. Board members shall not have been employees of the Health Center or Ingham County Health Department during the 12 months prior to appointment.
6. Conflicts of interest, as defined by Michigan law, or the appearance of conflicts of interest, shall be prohibited and shall be reviewed annually.
7. The Executive Director and Executive Assistant shall provide logistical and managerial assistance to the Community Health Center Board.

(i) *Article VI - Membership and Terms of Office*

A. Community Health Center Board Appointments

On an as-needed basis, the Community Health Center Board shall recommend nominations for each vacant seat on the Community Health Center board for consideration and appointment. The Community Health Center Board shall solicit nominations from the community serviced by the Community Health Centers, community organizations, and health organizations. The Board of Commissioners shall make appointments from the slate of nominees recommended by the Community Health Center Board. The Community Health Center Board and the Board of Commissioners will use their best efforts to maintain the same ratio of consumer members and members-at-large as set out in Article V above.

B. *Terms of Office*

Members shall be appointed for terms of two (2) years and shall serve until his/her successor is appointed and qualified. Members will serve no more than three (3) consecutive full terms of office unless suitable new members cannot be identified to allow the Board to remain in compliance with composition requirements. Terms of Office shall be established on a staggered basis to prevent the loss of more than 1/3 (one-third) of the serving board members in any given year. The Executive Committee shall establish the staggered terms as agreed upon by a majority vote at the Annual Meeting. After the staggered terms have been established, the Membership Committee and the Executive Committee shall monitor and review the efficacy of the staggered terms.

C. Removal

Any member of the Community Health Center Board may be removed for just cause upon 2/3 vote of the Community Health Center Board after notice and an opportunity to be heard. Just cause includes but is not limited to unexcused absence from three consecutive Community Health Center Board meetings, or the failure to attend 75% of the regular meetings in any calendar year. An unexcused absence is defined as an absence of which designated staff was not notified in advance of the meeting.

D. Vacancies and Resignations

Any vacancies occurring on the Community Health Center Board shall be filled in the same manner as Community Health Center Board appointments are made. In the process of filling vacancies, the Community Health Board shall maintain the Community Health Center Board's composition of consumer members and members-at-large and maintain the minimum number of members requirement. Any Community Health Center Board member appointed to fill a vacancy shall be appointed for the unexpired term of his/her predecessor in office. All resignations must be submitted to the Community Health Center Board Chairperson thirty (30) days prior to the effective date, if possible, in accordance with the established Submission of Resignation policy set forth by the Community Health Center Board.

E. Compensation

Members of the Community Health Center Board shall serve without compensation for membership. Members may be provided with compensation for actual expenses related to transportation, childcare or other assistance as the board sees fit to support attendance at a Community Health Center Committee or Board meetings and other official business requested by the Community Health Center Board. The Health Center Board will maintain a policy outlining the acceptable types of reimbursement and approvals required.

(ii) Article VII - Meetings and Voting

A. Annual Meeting

The annual meeting of the Community Health Center Board shall be held in October at a place to be decided by the Community Health Center Board.

B. Regular and Special Meetings

Regular meetings of the Community Health Center Board shall be held monthly at a time and place to be decided by the Community Health Center Board. All regular meetings of the Community Health Center Board shall be conducted according to the Michigan Open Meetings Act (P.A. 267 of 1976.) The agenda of each meeting will be distributed to the members no later than two (2) business days prior to each meeting. The agenda may be modified by a majority vote of the members present at the meeting.

Special meetings may be called by the Chairperson or by four (4) members of the Community Health Center Board, at such a time and place as may be deemed necessary. All special meetings shall be conducted in accordance with the Michigan Open Meetings Act {P.A. 267 of 1976.}

C. Notice of Special Meetings

Community Health Center Board members shall be notified of the time, place, and purpose of all special meetings of the Community Health Center Board at least two (eighteen (18) hours prior by e-mail, U.S. Mail, text or electronic communication or hand delivery in person, as required by the Michigan Open Meetings Act. Notices of special meetings of the Community Health Center Board shall specify the business to be transacted at the special meeting and no other business except that specified shall be considered at the special meeting.

D. Quorum

A majority (51%) of the Community Health Center Board members appointed and serving shall constitute a quorum for the transaction of business. Committee meetings shall hold different requirements as actions are recommendations to the full Community Health Center Board as set forth in the Guidelines for Ingham County Advisory Boards and Commissions. Community Health Center Board Members may participate by telephone or other technology that allows for immediate two way communication but will not be counted as present for the quorum.

E. Voting

All questions shall be decided by majority vote of the Community Health Center Board members present and voting except as may be provided by statute or these Bylaws.

(iii) Article VIII- Officers and Staff Assistance

A. Officers

The officers of the Community Health Center Board shall be the Chairperson, Vice-Chairperson, and Secretary.

B. Election and Terms of Office

The officers shall be elected by the Community Health Center Board during the annual meeting (October) and shall serve in the position-elect until January 1 of the New Year. Terms of office shall be for one (1) year, from January 1 through December 31 of each calendar year.

C. Removal

Any officer elected by the Community Health center Board may be removed by the Community Health Center Board with two-thirds majority vote after notice and an opportunity to be heard.

D. Vacancy

The unexpired term of an officer not completing his or her term shall be filled by a majority vote of the Community Health Center Board at the next regular meeting after the vacancy or at a special meeting called for that purpose. A majority vote of the total Community Health Center Board membership shall be necessary to elect an officer.

E. Chairperson

The Chairperson shall be elected by a majority of the Community Health Center Board membership and shall preside at all meetings of the Community Health Center Board.

F. Vice-Chairperson

The Vice-Chairperson shall perform the duties of the Chairperson in the absence of the Chairperson, may chair either the Membership, Finance or Quality Committees and shall perform such other duties as from time to time may be assigned by the Community Health Center Board.

G. Secretary

The Secretary shall work with the CHC staff and be responsible for initial review of the draft minutes provided by staff. The Secretary shall perform other duties as assigned by the Community Health Center Board.

H. Executive Director

The Executive Director shall be primarily responsible for the management and operation of the Community Health Centers. The Community Health Center Board shall have the authority to suspend, remove, appoint, and/or reappoint a person to the position of Executive Director with concurrence of the Ingham County Health Officer in accordance with the Ingham County Managerial and Confidential Employee Personnel Manual and other procedures and policies of the Board of Commissioners. The Community Health Center Board, upon committee recommendation, shall participate in the annual performance evaluation of the Executive Director with contribution by the Ingham County Health Officer, to be conducted in accordance with the U.S. Department of Health and Human Services, Bureau of Primary Care, Health Center Program expectations and Ingham County personnel policies.

I. Staff Assistance

The Executive Director shall ensure that secretarial assistance for purposes of recording, distributing, and storing minutes in accordance with the Meeting Minutes Guideline policy is provided. Also, Community Health Center or Ingham County staff assistance, if appropriate, shall be provided to the Community Health Center Board and committee meetings and to the Chairperson in the performance of his/her community Health Center Board authorized duties, as reasonably requested.

Article IX - Committees

A. Ad-Hoc Committees

The Community Health Center Board may establish ad-hoc committees as it deems necessary to carry out the purpose and objectives of the Community Health Center. The Chairperson, with the consent of a majority of Community Health Center Board members, shall assign Community Health Center Board members to these committees. Non-Community Health Center Board members may also serve on ad-hoc committees. Ad-hoc committees shall be advisory in nature. An annual ad-hoc committee may be established for the purpose of the annual Executive Director evaluation.

B. Standing Committees

The Chairperson of the Community Health Center Board shall, from among Community Health Center Board members, assign the following standing committees and appoint chairpersons for each committee (except Executive Committee, where the Board Chairperson shall serve as chair and Homeless Healthcare Committee which will be selected as described below):

Executive Committee:

The Executive Committee shall be comprised of the Community Health Center Chairperson (who shall serve as chair or designate a chair in his/her absence) and the Chairpersons of the Finance, Quality, and Membership Committees (totaling four (4) members). The Executive Committee shall, through the Board's intent, provide strategic direction for the Community Health Center board and align communication among board committees. It shall also act for the Board between regularly scheduled meetings. Any and all actions conducted on behalf of the Board by the Executive Committee must have approval from a majority of present Executive Committee members assuming quorum [greater than 50% of committee members present]. It shall be responsible for monitoring policy matters affecting the Community Health Center Network and its patients at the local, state, and federal levels. It shall also delegate tasks to other committees when appropriate. Finally, it shall oversee the annual evaluation of the Community Health Center Executive Director and lead the search process and seek input from board members when a Community Health Center Executive Director vacancy arises (this may be tasked to an ad-hoc committee).

Items approved by the Executive Committee not formally delegated to the committee by the Health Center Board must be submitted to the full Board at their next regularly scheduled meeting for approval. Items approved by the Executive Committee and not approved by the Board of Directors will be reversed to the extent legally and physically possible.

Finance Committee:

The Finance Committee must be comprised of no less than three (3) and no more than 49% of all Community Health Center Board members. It shall develop the recommended Community Health Center budget. The Community Health Center Board and the Board of Commissioners must jointly approve the budget. This committee shall also develop the strategic plan to align financial/operational goals with the County to the greatest extent possible, monitor financial/operational outcomes, and present new or revised financial/operational policies needed to ensure financial solvency of the Community Health Center.

Quality Committee:

The Quality Committee must be comprised of no less than three (3) and no more than 49% of all Community Health Center Board members. It shall be responsible for establishing all Community Health Center policies and procedures, except for personnel and fiscal policies and procedures (which are retained by the Board of Commissioners). This committee recommends the approval of the annual quality assurance/quality Improvement plan to the full Community Health Center Board, and monitors the plan's Implementation and results. This committee shall also provide and evaluate patient satisfaction and ensure that Community Health Center operations promotes patient centered care and meets patient needs.

Membership Committee:

The Membership Committee must be comprised of no less than three (3) and no more than 49% of all Community Health Center Board members. It shall be responsible for the recruitment of new Community Health Center Board members in accordance with established Community Health Center Board policies and maintaining size and composition requirements per the Community Health Center Board Bylaws. This committee shall also be responsible for the training and orientation of new Community Health Center Board members, including the development of annual board member training schedule. This committee shall also be assigned with preparing a slate of nominees for election of officers at the annual meeting. Finally, this committee shall develop and maintain the board member manual, which shall at a minimum, contain detail Bylaws and board member responsibilities.

Homeless Health Care Committee:

The Homeless Healthcare Committee [formerly the Sparrow-VOA Clinic Committee] must be comprised of no less than three (3) and no more than 49% of all Community Health Center Board members. It shall make recommendations on New Hope Community Health Center operations and may also recommend additional opportunities for homeless health care. The chair of the Homeless HealthCare Committee shall be appointed by EDWARD W. SPARROW HOSPITAL ASSOCIATION ("Sparrow")

for the duration that the Transfer Agreement for the VOA Clinic, entered Into by Sparrow and the County of Ingham, is in effect.

The Committee of Community Excellence:

This is an ex-officio committee which shall be appointed by the Board of Directors. Members of the Committee of Community Excellence shall participate in all meetings of the Board of Directors including closed sessions as a matter of course in order to allow the committee members to provide informed opinions to the Board. The Committee members shall have no vote, but will otherwise have full participation opportunities as any other Board Member, including debate and discussion. The Committee shall not exceed seven (7) members. Terms of appointment shall be no more than three (3) years and limited to three (3) successive appointments. Committee members may serve in an ex-officio manner on up to two standing committees, and may be appointed as full members of Ad-Hoc Committees.

The functions of the standing committees are advisory in nature, with the exception of the Executive Committee, who may act on behalf of the Board between regularly scheduled Board meetings In circumstances requiring board action. Except for the aforementioned situation necessitating action by the Executive Committee, the Community Health Center Board must approve any action or decision. The Executive Director, or designee, shall be a non-voting member of all committees. In accordance with program requirements, committees shall meet as needed to accomplish monthly objectives as presented in the annual work plan. Committees are encouraged to meet in person, but can meet virtually when functioning in an advisory capacity only (e.g., telephone conference, video conference, etc.) at the discretion of the committee chair.

C. General Committee Procedures

1. *Term:* Each standing committee shall be appointed at the annual meeting of the Community Health Center Board and shall serve for one year. Committee chairpersons shall also serve for one year. Committee reassignments may be completed as necessary throughout the term.
2. *Meeting Procedure:* Every meeting of a standing committee of the Community Health Center Board shall be called by its Chairperson or by a majority (51% or more) of committee members. At the first meeting of a standing committee, a regular meeting schedule shall be established. In the event that a special meeting is necessary, committee members shall be notified of the time, place, and purpose of the special committee meeting at least two (2) business days prior by acknowledged e-mail, US Mail, text or electronic communication or hand delivery in person. A quorum for the conduct of committee business shall require the presence of a majority of committee members. All committee meetings of the Community Health Center Board shall be conducted in accordance with the Michigan Open Meetings Act (P.A. 267 of 1976.)

3. *Membership:* Only Community Health Center Board members may be assigned to standing committees of the Community Health Center Board with the exception of the Homeless Health Care Committee as set forth above. The Community Health Center Board may request that non-Community Health Center Board members attend Community Health Center Board meetings to provide assistance or information.
4. *Voting:* When a committee meets and votes on an issue, only members of that committee may vote. Community Health Center Board members who are present and who are not members of the committee may not vote. Community health Center Board committees are advisory in nature and all actions shall be forwarded for review and action to the full Community Health Center Board

Article X- Responsibilities of the Community Health Center Board

A. Personnel Policies and Procedures

The Community Health Center Board, through its Cooperative Operational Agreement, shall be bound by the Ingham County personnel policies and procedures, including all collective bargaining agreements negotiated between Ingham County and the legal representatives of employees. These agreements and policies include selection and dismissal procedures, performance appraisal procedures, salary and benefit scales, employee grievance procedures,

and equal opportunity and non-discrimination practices as established by the Board of Commissioners.

B. Executive Director

The Community Health Center Board shall have the authority to suspend, remove, appoint, and/or reappoint a person to the position of Executive Director with concurrence of the Ingham County Health Officer in accordance with the Ingham County Managerial and Confidential Employee Personnel Manual and other procedures and policies of the Board of Commissioners. The Executive Director shall be an employee of Ingham County.

The Community Health Center Board, upon committee recommendation, shall participate in the annual performance evaluation of the Executive Director with contribution by the Ingham County Health Officer, to be conducted in accordance with the U.S. Department of Health and Human Services, Bureau of Primary Care, Health Center Program expectations and Ingham County personnel policies.

C. Financial Management

The Community Health Center Board shall annually review the budget prepared by the Health Department for the operation of the Community Health Centers, after review and recommendation by the Community Health Center Board Finance Committee. The Community Health Center Board shall advise the Board of

Commissioner's regarding this budget. The Community Health Center Board shall review and approve the Section 330 grant application and the annual Section 330 grant budget and recommend this budget to the Board of Commissioners after review and recommendation by the Community Health Center Finance Committee, at the time set forth in Article IX B.1. The Community Health Center Board and the Board of Commissioners shall jointly approve the annual Section 330 grant budget submitted to the U.S. Department of Health and Human Services, Health Resources and Services Administration, Bureau of Primary Health Care, Health Center Program.

The Community Health Center Board shall review management reports to support the Health Department and the Board of Commissioners in the operation of the Community Health Centers. The Community Health Center Board shall provide assurance to the U.S. Department of Health and Human Services, Health Resources and Services Administration, Bureau of Primary Health Care, Health Center Program shall operate within the adopted budget. As set forth in Michigan law, the Community Health Center Board shall recommend to the Board of Commissioners a fee schedule for the services provided through the Community Health Centers and shall recommend to the Board of Commissioners policies for discounting fees (i.e. sliding fee scale) based on patient/family Income. Audits, as required by law for the 330 grant agreement shall be performed by an Independent auditor. The audits may be performed in conjunction with other Ingham County audits.

D. Evaluate Community Health Center Activities

The Community Health Center Board shall evaluate utilization patterns, productivity, patient satisfaction, achievement of project objectives of the Community Health Centers, and shall review patient complaint trends or concerns unresolved at a staff level.

E. Compliance with Laws

The Community Health Center Board shall assure that the Community Health Centers are operated in compliance with applicable Federal, State, and local laws and regulations.

F. HealthCare Policy

The Community Health Center Board shall work with the Board of Commissioners to establish policies for health care delivery, including those dealing with the scope, availability and types of services, location and hours of services, and quality of care audit procedures. The recommended policies will assist the Health Department and the Board of Commissioners to implement the objectives set out in Article III of these Bylaws.

G. Grants

The Community Health Center Board shall work with the Health Department and the Board of Commissioners to identify and make application for grant opportunities.

H. Conflict of Interest

No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds, if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee officer or agent or any member of his or her immediate family, his or her partner of an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents or the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to sub-agreements. However, recipients may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employers or agents of the recipients.

Article XI - Fiscal Year

The fiscal year of the Community Health Center Board shall be from October 1 through September 30.

(iv) *Article XII Order of Business*

The order of business of the Community Health Center Board shall be set by Board Chair and comply with *Mason's Manual of Legislative Procedure*.

Article XIII- Amendments

These Bylaws may be amended at a regular meeting of the Community Health Center Board by a two-thirds (2/3) vote of the entire membership of the Community Health Center Board, only after the proposed change has been presented and discussed at a previous regular meeting. Amendments to the Bylaws do not become effective until ratified by the Board of Commissioners, and signed and dated by the Community Health Center Board Chairperson, Executive Director for the Ingham Community Health Centers, and the Board of Commissioners' Chairperson.

Article XIV - Proxy

An absent Community Health Center Board member shall not be allowed to vote by proxy.

(v) *Article XV - Parliamentary Authority*

The Parliamentary Authority of the Community Health Center Board shall be the *Mason's Manual of Legislative Procedure*.

(vi) *Conclusion*

To the extent that any of the Community Health Center Board Bylaws are contrary to the statutory requirements or Board of Commissioner's authorization, they shall be of no force or effect.

Community Health Center Board Chairperson

Date

Ingham County Board of Commissioner Chairperson

Date

Executive Director of Ingham Community Health Centers

Date

Agenda Item 7

TO: County Services and Finance Committees

FROM: Teri Morton, Deputy Controller

DATE: May 19, 2020

SUBJECT: 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

For the meeting agendas of June 2 and 3

BACKGROUND

The Ingham County Board of Commissioners has authorized the Building Authority to proceed with plans to construct, equip and finance a new Combined Justice Complex (R18-391). In order to finance the project, the Building Authority proposes that the County enter into the Lease with the Authority for the renovation and construction of the project. The Lease and the Bonds issued to finance the project will contain the terms and conditions as finally approved by the County and the Authority.

FINANCIAL IMPACT

The debt cost will be reimbursed by the Justice Millage approved by voters in 2018. The debt is expected to be retired in 2038, the final budget year of the millage.

RECOMMENDATION

I respectfully recommend approval of the resolution.

DW Draft Date: 5/19/2020
(Ingham County Justice Complex)

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

At a regular meeting of the Ingham County Board of Commissioners (the "Board") held on the 23rd day of June, 2020, at 6:30 p.m., Michigan time, [conducted electronically by telephonic conference due to COVID-19 health concerns and in accordance with Executive Order No. 2020-75] in the Community Room at the Ingham County Fairgrounds, 700 East Ash Street, 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 County deems it necessary and advisable to construct, furnish and equip a new 165,000 square foot County Justice Complex to be located at or adjacent to 700 Buhl Street, Mason, Michigan 48854, together with associated facilities, equipment, and site improvements (collectively, the "Project"), to be used by the County as County Sheriff's offices, the District Court and the County Jail; and

WHEREAS, the Authority is authorized by its Articles of Incorporation and Act 31 to 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 may advance a portion of the costs of the Project prior to the issuance of the Bonds, such advance or advances to 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 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 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 construction, furnishing and equipping of a new 165,000 square foot County Justice Complex to be located at or adjacent to 700 Buhl Street, Mason, Michigan 48854, together with associated, facilities, equipment and site improvements, to be used by the County as County Sheriff's offices, the District Court and the County Jail; and

7. The maximum principal amount of obligations expected to be issued for the Project is \$75,000,000.

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 all resolutions and parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

IN FAVOR: _____

AGAINST: _____

ABSTENTIONS: _____

RESOLUTION ADOPTED.

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

Dated: _____, 2020

Barb Byrum, Ingham County Clerk

EXHIBIT A

CONTRACT OF LEASE

CONTRACT OF LEASE

THIS FULL FAITH AND CREDIT (LIMITED TAX) GENERAL OBLIGATION CONTRACT OF LEASE made as of the 1st day of _____, 2020, 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 County desires to construct, furnish and equip a new 165,000 square foot County Justice Complex to be located at or adjacent to 700 Buhl Street, Mason, Michigan 48854, together with associated facilities, equipment, and site improvements (collectively, the "Project"), to be used by the County as County Sheriff's offices, the District Court and the County Jail; 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 [\$75,000,000] as the cost of the Project (to be paid from proceeds of the bonds of the Authority) have been prepared and have been filed with the County Clerk and the Secretary of the Authority; and

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

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

2. 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 [\$75,000,000] or such lesser amount as shall be determined by the Commission of the Authority to be necessary to defray all or part of the cost of the Project, pursuant to and in accordance with the provisions of Act 31, and shall pledge for the payment of the principal of and interest on said bonds the receipts from the cash rental payments hereinafter agreed to be paid by the County. The bonds shall be serial bonds, term bonds or a combination thereof dated as of such date as shall be determined by the Authority, shall bear interest at a rate or rates not to exceed [7]% per annum and shall mature (subject to such prior redemption, if any, as may be provided in the bond authorizing resolution) on such dates and in such years as shall be determined in the resolution authorizing the issuance of the bonds. Upon receipt of the proceeds of the sale of the building authority bonds the Authority immediately shall deposit such proceeds (other than any premium, capitalized interest and accrued interest received from the

purchaser of the bonds, which shall be transferred to the bond and interest redemption fund) into a construction fund, which shall be maintained as a separate depository account and from which shall be paid the cost of the Project.

3. After the building authority bonds have been sold, the Authority shall undertake the construction, furnishing, equipping and improving of the Project.

(a)The Authority shall contract with the architect selected by the County 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 the County 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 the County before commencement of construction. The final plans and specifications and the total project budget shall also require approval of the Authority, which approval shall not be unreasonably withheld.

(b)The Authority shall select a construction manager for the Project. After the plans and specifications have been approved by the Authority and the County, no changes shall be made except as approved by the Authority and the County in writing. The Authority and the County 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 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.

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

5. 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.

6. 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.

7. 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 _____ 1, 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.

8. The County hereby agrees to pay to the Authority as cash rental for the Project herein leased to it by the Authority such periodic amounts as shall be sufficient to enable the Authority to pay the principal of and interest on the building authority bonds to be issued by the

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

9. 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.

10. 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.

11. 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.

12. 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.

13. The County shall provide adequate liability insurance protecting the County, the Authority and the members 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 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.

14. The County shall hold the Authority and the members of the Authority 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 the Authority harmless and free from all cost or damage in respect thereto.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. In the event the building authority bonds to finance the Project cannot be or are not issued by the Authority prior to [December 31, 2021], 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.

21. 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.

22. 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.

23. 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 _____ 1, 20__, unless terminated prior to such date in accordance with the provisions hereof.

[Signature Page Follows]

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:

Mattis D. Nordfjord, Chairperson

Witnessed:

By:

_____, Secretary

Witnessed:

COUNTY OF INGHAM

By:

Bryan Crenshaw, Chairperson
County Board of Commissioners

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

By:

Robert D. Townsend

EXHIBIT A

The Project includes the construction, furnishing and equipping of a new 165,000 square foot County Justice Complex to be located at or adjacent to 700 Buhl Street, Mason, Michigan 48854, together with associated facilities, equipment, and site improvements to be used by the County as County Sheriff's offices, the District Court and the County Jail.

The Site for the Project is described as follows:

BEG AT A PT ON N LN CURTIS ST S 89-32-24 W 151.65 FT & N 32.3 FT
FR CEN SEC 5, W PLL E-W 1/4 LN 488.8 FT, S 41-40-00 W 258 FT, N 47-
08-00 W 646.23 FT TO NWLY R/W LN BUHL DR, S 42-24-00 W ALG R/W
TO N-S 1/8 LN OF NW 1/4 SEC 5, N 01-19-09 E ALG 1/8 LN 1238.3 FT TO
A PT 1117.27 FT S OF N SEC LN, S 89-55-18 E 1145.51 FT TO WLY R/W
LN LANSING-JACKSON RR, S 19-00-00 ALG R/W TO A PT 1187 FT N
OF E-W 1/4 LN SEC5, S 88-41-26 W 413.7 FT, S 01-55-56 W 112 FT, N 85-
05-42 E 40 FT S 19-24-33 E 1101.12 FT TOPOB EXC BUHL ST R/W SEC 5
R/W T2N R1W, CITY OF MASON. 32 AC M/L. SPLIT FROM 33-19-10-05-
176-002 FOR 2000

STATE OF MICHIGAN)
)ss
COUNTY OF INGHAM)

On this ____ day of _____, 2020, in Ingham County, Michigan, before me appeared
Mattis D. Nordfjord, the Chairperson of the Commission of the Ingham County Building
Authority, a public corporation in the State of Michigan, and, 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 person 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)
)ss
COUNTY OF INGHAM)

On this ____ day of _____, 2020, in Ingham County, Michigan, before me appeared _____, the Secretary of the Commission of the Ingham County Building Authority, a public corporation in the State of Michigan, and, 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 person 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)
)ss
COUNTY OF INGHAM)

On this ____ day of _____, 2020, in Ingham County, Michigan, before me appeared Bryan Crenshaw, the Chairperson of the Ingham County Board of Commissioners of the County of Ingham, Michigan, and, 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 person 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:

EXHIBIT B

COUNTY OF INGHAM
STATE OF MICHIGAN

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

TO ALL ELECTORS AND TAXPAYERS OF THE COUNTY OF INGHAM:

NOTICE IS GIVEN, that the Board of Commissioners of the County of Ingham, State of Michigan, intends to authorize the execution of a full faith and credit (limited tax) general obligation contract of lease with the Ingham County Building Authority. The contract of lease will provide, among other things, for the construction, furnishing and equipping of a new 165,000 square foot County Justice Complex to be located at or adjacent to 700 Buhl Street, Mason, Michigan 48854, together with associated facilities, equipment and site improvements (collectively, the "Project"), to be used by the County for County Sheriff's offices, the District Court and the County Jail, which Project will be leased 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 \$75,000,000.

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: _____, 2020

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