# Monday, August 17, 2015 @ 9:00 a.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION
- IV. PLEDGE TO THE FLAG
- V. APPROVAL OF MINUTES July 20, 2015, August 3, 2015 Postponed to Sept.8 Mtg.
- VI. PUBLIC ADDRESS BOARD
- VII. COMMUNICATIONS

Presentation - USA-Michigan Special Olympics Volleyball Team Laudatory

Presentation - Keith Francis/Joy Hawkins, Controllers: Purchasing Update

#### VIII. REPORTS

#### **BOARD OF COMMISSIONERS**

Jamie W. Curtis, Chairperson Bryant Nolden, Vice Chairperson

Report from Chairperson

#### COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

Tony Brown, Chairperson Michael Lynch, Vice Chairperson

Report from Chairperson

# FINANCE COMMITTEE

Mark Young, Chairperson Bryant Nolden, Vice Chairperson

75-311 F01 Resolution ratifying expedited action authorizing 67th District Court posting and interviewing for 2 social worker positions

15-312	F02	Resolution ratifying expedited action authorizing establishing, posting and filling Emergency Management/Homeland Security Assistant Manager position
15-313	F03	Resolution ratifying expedited action approving Office of the Sheriff's request to purchase eCitation System
15-314	F04	Resolution approving GCCARD staffing change request (establishing Senior Finance Clerk position and eliminating Document Control Budget Specialist position)
15-315	F05	Resolution approving GCCARD request to modify 3 Weatherization Program positions
15-316	F06	Resolution approving GCCARD request to establish and fill two Commodity Food Operations positions
15-317	F07	Resolution ratifying expedited action authorizing Office of the Prosecuting Attorney staffing requests for its Family Support Division
15-318	F08	Resolution authorizing Prosecutor's acceptance of Title IV-D Cooperative Reimbursement Contract Amendment (on agenda with consent of Committee and Board Chairpersons)

Report from Chairperson

# GOVERNMENTAL OPERATIONS COMMITTEE

# Bryant Nolden, Chairperson Mark Young, Vice Chairperson

15-319	G01	Resolution approving payment of County bills
15-320	G02	Resolution authorizing Office of the Prosecuting Attorney employee overnight travel
15-321	G03	Resolution approving County overtime for September 2015
15-322	G04	Resolution approving County Veterinarian contract (on agenda with consent of Committee and Board Chairpersons)

# **Burial Claims**

# **Travel Claims**

# Report from Chairperson

# **HUMAN SERVICES COMMITTEE**

# Brenda Clack, Chairperson Pegge Adams, Vice Chairperson

15-323	H01	Resolution ratifying expedited action authorizing GCCARD acceptance of \$335,000 CDBG funding from the City of Flint
15-324	H02	Resolution approving GCCARD contract with Michigan Department of Community Health for the Maternal, Infant and Early Childhood Home Visiting Program
15-325	H03	Resolution authorizing GCCARD acceptance of site agreement with Charles Stewart Mott Community College for the Head Start program
15-326	H04	Resolution ratifying expedited action authorizing GCCARD acceptance of Maximus Letter of Agreement amendment for continuation of services
15-327	H05	Resolution authorizing Genesee Shiawassee Michigan Works! Service Center Operations Plan
15-328	H06	Resolution authorizing Genesee Shiawassee Michigan Works! High Concentrations of WIOA Eligible Youth Plans
15-329	H07	Resolution authorizing Health Department contract with Factory Detroit, Inc.
15-330	H08	Resolution authorizing Health Department Memorandum of Agreement with 6 school districts housing point of dispensing sites
15-331	H09	Resolution authorizing Health Department employees overnight travel (Tamara Brickey; Tessa Clardy; Porsha Black; Tom Harris)
15-332	H10	Resolution supporting expansion of Medical Examiner facility at Hurley Hospital (on agenda with consent of Committee and Board Chairpersons)

Report from Chairperson

# **PUBLIC WORKS COMMITTEE**

Michael Lynch, Chairperson

# Tony Brown, Vice Chairperson

15-333	P01	Resolution of 2015	authorizing G	enesee Coun	ty Water Sup	ply System	Bonds	, Series
15-334	P02	Resolution o	authorizing Un	niversity of Mic	chigan Credit	Union leas	e	
15-335	P03	Resolution Company	authorizing	Healthcare	Consulting	contract	with	Segal

Report from Chairperson

# LAUDATORY RESOLUTIONS/PROCLAMATIONS

15-L40	Argentine Cemetery
15-141	Flint Town Get Down
15-142	Mr. John W. Sims, Jr.
15-643	Vanessa Ferguson and Kris Johns
15-244	Frank J. Manley
15-145	John and David Nickola
15-146	USA-Michigan Special Olympics Volleyball Team

- IX. UNFINISHED BUSINESS
- X. NEW AND MISCELLANEOUS BUSINESS
- XI. OTHER BUSINESS
- XII. ADJOURNMENT

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

# LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, ratifies the expedited action taken August 3, 2015, by the Finance Committee of this Board approving the request by the 67<sup>th</sup> District Court Director of Court Operations to authorize posting and interviewing for two social service worker positions for the Sobriety Court, with selection and hiring contingent upon Sobriety Court Training Grant approval from the Office of Highway Safety and Planning (a copy of the memorandum request dated July 23, 2015, being on file with the official records of the August 3, 2015, meeting of the Finance Committee).

BE IT FURTHER RESOLVED, that this Board further ratifies the finding that extenuating circumstances exist supporting waiver of the hiring freeze, and the directive to the Director of the Human Resources Department to have the necessary personnel position numbers created, as necessary, for said positions and to commence the hiring process so that the positions may be filled as soon as practicable in accordance with County policy and any applicable collective bargaining agreement.

# FINANCE COMMITTEE

F080315VIIA CDB/ag 08-07-15 08-17-F01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

# LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, ratifies the expedited action taken August 3, 2015, by the Finance Committee of this Board approving the request by the Office of the Sheriff to authorize establishing, posting, and filling a full-time, non-union Emergency Management/Homeland Security Assistant Manager position to be funded by the Jail Commissary Fund (a copy of the memorandum request dated July 23, 2015, and supporting documentation being on file with the official records of the August 3, 2015, meeting of the Finance Committee).

BE IT FURTHER RESOLVED, that this Board further ratifies the finding that extenuating circumstances exist supporting waiver of the hiring freeze, and the directive to the Director of the Human Resources Department to have the necessary personnel position number created, as necessary, for said position and to commence the hiring process so that the position may be filled as soon as practicable in accordance with County policy and any applicable collective bargaining agreement.

# FINANCE COMMITTEE

F080315VIIB CDB/ag 08-07-15 08-17-F02

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

# LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, ratifies the expedited action taken August 3, 2015, by the Finance Committee of this Board approving the request by the Office of the Sheriff to authorize the purchase of the hardware and software for the eCitation System, an electronic citation system, at a cost of \$22,515.00, to be funded from the Jail Commissary fund (a copy of the memorandum request dated July 23, 2015, and supporting documentation being on file with the official records of the August 3, 2015, meeting of the Finance Committee).

# FINANCE COMMITTEE

F080315VIIC CDB/ag 08-07-15 08-17-F03

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request of the Executive Director of the Genesee County Community Action Resource Department ("GCCARD") to authorize establishing and filling one GCCARD Level 9 Senior Finance Clerk position within GCCARD, said position to be grant funded, and eliminating one Level 14 Document Control Budget Specialist position, is approved, (a copy of the memorandum request dated August 3, 2015, and supporting documentation being on file with the official records of the August 3, 2015, meeting of the Finance Committee of this Board).

BE IT FURTHER RESOLVED, that this Board finds that extenuating circumstances exist supporting waiver of the hiring freeze, and the Director of the Human Resources Department is directed to have the necessary personnel position number created, as necessary, for said position and to commence the hiring process so that the position may be filled as soon as practicable in accordance with County policy and any applicable collective bargaining agreement.

FINANCE COMMITTEE

F080315VIID CDB/ag 08-07-15 08-17-F04

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

# LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request of the Executive Director of the Genesee County Community Action Resource Department ("GCCARD") to authorize modifying three positions within GCCARD's Weatherization and City Wide Emergency Repairs Programs as described below as to allow program staff to meet new requirements and expectations, all said positions being grant funded, is approved, (a copy of the memorandum request dated August 3, 2015, and supporting documentation being on file with the official records of the August 3, 2015, meeting of the Finance Committee of this Board):

1.	Current: Proposed:	WX/PI WHS Coordinator GCCARD QCI/WX Coordinator	Level 3 Level 7	Position #163094
2.	Current: Proposed:	WX/PI WHS Coordinator GCCARD Warehouse/WX Coor.	Level 3 Level 7	Position #163095
3.	Current: Proposed:	WX/PI WHS Coordinator GCCARD HIP/WX Coordinator	Level 3 Level 7	Position #053015

BE IT FURTHER RESOLVED, the Human Resources Department is directed to implement the above changes.

# FINANCE COMMITTEE

F080315VIIE CDB/ag 08-07-15 08-17-F05

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request of the Executive Director of the Genesee County Community Action Resource Department ("GCCARD") to authorize establishing and filling one part-time Commodity Office Assistant position and one part-time Commodity WHS Assistant position, both positions being fully grant funded, is approved, (a copy of the memorandum request dated August 3, 2015, and supporting documentation being on file with the official records of the August 3, 2015, meeting of the Finance Committee of this Board).

BE IT FURTHER RESOLVED, that this Board finds that extenuating circumstances exist supporting waiver of the hiring freeze, and the Director of the Human Resources Department is directed to have the necessary personnel position numbers created, as necessary, for said positions and to commence the hiring process so that the position may be filled as soon as practicable in accordance with County policy and any applicable collective bargaining agreement.

FINANCE COMMITTEE

F080315VIIF CDB/ag 08-07-15 08-17-F06

15:317

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

# LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, ratifies the expedited action taken August 3, 2015, by the Finance Committee of this Board approving the staffing requests by the Office of the Prosecuting Attorney, all changes to take effect October 1, 2015:

- (1) A new Managing Assistant Prosecuting Attorney position is established to serve the Family Support Division.
- (2) The number of Family Support Division Assistant Prosecuting Attorney positions is reduced from four to three.
- (3) Managing Assistant Prosecuting Attorney Tim Bograkos shall be fully funded by the county general fund in his position as the full-time manager of the District Court Division, and the Controller is authorized to make the necessary budget adjustments to implement this directive.
- (4) The position of Clerical Coordinator within the Family Support Division is eliminated, and a new Secretary position is established.

(a copy of the memorandum request dated July 17, 2015, being on file with the official records of the August 3, 2015, meeting of the Finance Committee)

BE IT FURTHER RESOLVED, that the Director of the Human Resources
Department is directed to have the necessary personnel position numbers created, as
necessary, for said positions and to commence the hiring process so that the positions
may be filled as soon as practicable in accordance with County policy and any
applicable collective bargaining agreement.

#### FINANCE COMMITTEE

F080315VIIG CDB/ag 08-07-15 08-17-F07

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

#### LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Office of the Prosecuting Attorney to authorize acceptance of the Title IV-D Cooperative Reimbursement grant amendment for the fiscal year 2015-2016, providing for a total contract amount of \$2,133,000.00, of which the County share will be 34%, or \$725,220.00, is approved (a copy of the memorandum request dated August 10, 2015, and the Contract Amendment to be placed on file with the official records of the August 17, 2015, meeting of the Finance Committee of this Board), and the Prosecuting Attorney and the Chairperson of this Board are authorized to execute the contract amendment on behalf of Genesee County.

FINANCE COMMITTEE (on agenda with consent of Committee and Board Chairpersons)

F\_\_\_\_ CDB/ag 08-13-15 08-17-F08

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

# LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, allows and authorizes the payments of bills, claims, and obligations for the County of Genesee in the amount of \$2,742,451.00 for the period ending July 24, 2015, including \$283,085.97 from the General Fund; and in the amount of \$1,741,579.63 for the period ending July 31, 2015, including \$67,610.56 from the General Fund.

# **GOVERNMENTAL OPERATIONS COMMITTEE**

G081015VIIA CDB:ag 08-10-15 08-17-G01

G01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

## LADIES AND GENTLEMEN:

BE IT RESOLVED by this Board of Commissioners of Genesee County, Michigan, that the request by the Office of the Prosecuting Attorney to authorize the overnight travel of three Family Division employees (two Assistant Prosecuting Attorneys and one Paralegal) to attend the Michigan Family Support Council Conference in Harbor Springs, Michigan, October 7-9, 2015, at a cost not to exceed \$1,200.00, and funded through the Prosecutor's FY 2014-2015 IV-D Cooperative Reimbursement Contract budget, is approved (a copy of the memorandum request dated August 3, 2015, being on file with the official records of the August 10, 2015, meeting of the Governmental Operations Committee of this Board).

# GOVERNMENTAL OPERATIONS COMMITTEE

G081015VIIA CDB:ag 08-10-15 08-17-G02

G02

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

# LADIES AND GENTLEMEN:

WHEREAS, pursuant to the procedures mandated in this Board's Resolution #08-05, certain departments have submitted funding requests and asserted justifications for overtime for the period of September 1, 2015, through September 30, 2015, such requests and asserted justifications appearing in the official records of the August 10, 2015, meeting of the Governmental Operations Committee of this Board; and

WHEREAS, said Committee, upon review and consideration of said requests and asserted justifications, has recommended certain funding for the overtime activities requested for funding, as above referenced, by the Departments and/or Divisions of Departments as listed on the following schedule.

NOW, THEREFORE, BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby ratifies the expedited action taken by the Governmental Operations Committee on August 10, 2015, approving the District Court's request to authorize a line item budget transfer of \$8,600.00 from Salaries (101.00.00.1360.30015.000) to Overtime (101.00.00.1360.30055.000) to fund anticipated overtime costs through September, and approving the appropriation of the sum of \$21,235.00 from General Fund Contingencies - Reserve for Overtime (Fund No. 101.00.00.9010.70075.000) and allocating those funds as specified to the Overtime Account (No. 30055) of the respective departments as detailed below:

Account	Department	<u>Amount</u>
101.00.00.1311	Circuit Court	0
101.00.00.1320	Jury Board	0

101.00.00.1360	District Court	0
101.00.00.1390	Family Court	0
101.00.00.1485	Probate Court	0
101.00.00.2160	County Clerk	2,771
101.00.00.2292	Prosecutor	21
101.00.00.2310	Court Services	0
101.00.00.2364	Register of Deeds	2,017
101.00.00.2530	Treasurer's Office	0
101.00.00.3020	Sheriff Court Security-Transport	0
101.00.00.3025	Sheriff Court Security-Transport-McCree	841
101.00.00.3028	Sheriff Court Security-Transport-Probate	280
101.00.00.3030	Sheriff Corrections Division	0
101.00.00.3110	Sheriff Investigative Division	1,157
101.00.00.3111	Sheriff Drug Team	0
101.00.00.3145	Sheriff Overtime	3,728
101.00.00.3160	Sheriff Marine Section	2,842
101.00.00.3205	Sheriff Tether	86
205.00.00.4300	Animal Shelter	0
623.00.00.2236	Controller	7,492
628.00.00.2582	IT	0
630.00.00.2332	Purchasing	0
631.00.00.2653	Building and Grounds	0
631.00.00.2656	Building and Grounds – McCree	0
631.00.00.3030	Building and Grounds – Jail	0
645.00.00.2334	Motor Pool	0
670.00.00.2260	Human Resources	0

to cover all anticipated overtime costs during the month of September 2015 in these departments.

**TOTAL** 

# **GOVERNMENTAL OPERATIONS COMMITTEE**

G081015VIIA CDB:ag 08-10-15 08-17-G03

G03

\$ 21,235

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

# LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Animal Control Shelter Director to approve a Professional Services Contract that substantially complies with the contract presented to this Board with Dr. Kathy Anderson, D.V.M. for veterinary services, is approved, and the Chairperson of this Board is authorized to execute the contract on behalf of Genesee County, Michigan (a copy of the memorandum request and draft contract to be placed on file with the official minutes of the August 10, 2015 meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE (on agenda with consent of Board and Committee Chairpersons)

G CDB:ag 08-13-15 08-17-G04

G04

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

#### LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, ratifies the expedited action taken August 3, 2015, by the Human Services Committee of this Board approving the request by the Executive Director of the Genesee County Community Action Resource Department ("GCCARD") to authorize acceptance of Community Development Block Grant funds in the amount of \$335,000 from the City of Flint and the contract pertaining to those funds to be used for providing City Wide Emergency Repairs for the term beginning July 1, 2015 through June 30, 2016 (a copy of the memorandum request dated August 3, 2015, and a copy of the Contract and supporting documentation being on file with the official records of the August 3, 2015, meeting of the Human Services Committee of this Board), and the Executive Director is authorized to execute the Contract on behalf of Genesee County.

#### **HUMAN SERVICES COMMITTEE**

H080315VIIA2 CDB/ag 08-07-15 08-17-H01

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

# LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Executive Director of Genesee County Community Action Resource Department ("GCCARD") to authorize a contract with the Michigan Department of Community Health in the amount of \$183,743 for the Early Head Start Maternal, Infant and Early Childhood Home Visiting Program whereby GCCARD will provide services to pregnant mothers and children up to age three residing within the Flint School District boundaries from October 1, 2015 through September 30, 2016, is approved (a copy of the memorandum request dated August 3, 2015, contract template, and supporting documentation being on file with the official records of the August 3, 2015, meeting of the Human Services Committee of this Board), and the Chairperson of this Board and the Executive Director are authorized to sign the contract on behalf of Genesee County.

# **HUMAN SERVICES COMMITTEE**

H080315VIIA3 CDB/ag 08-07-15 08-17-H02

H<sub>0</sub>2

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

# LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, the request by the Executive Director of the Genesee County Community Action Resource Department ("GCCARD") to authorize acceptance of the site agreement with the Charles Stewart Mott Community College whereby GCCARD is permitted to operate its Head Start Program on premises located at the Mott Community College Southern Lakes Branch Center for the period September 1, 2015 through August 31, 2016, is approved (a copy of the memorandum request dated August 3, 2015, and Use Agreement being on file with the official records of the August 3, 2015, meeting of the Human Services Committee of this Board), and the Executive Director and this Board's Chairperson are authorized to execute the Agreement on behalf of Genesee County.

#### **HUMAN SERVICES COMMITTEE**

H080315VIIA4 CDB/ag 08-07-15 08-17-H03

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

# LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, ratifies the expedited action taken August 3, 2015, by the Human Services Committee of this Board approving the request by the Executive Director of the Genesee County Community Action Resource Department ("GCCARD") to authorize acceptance of the Maximus Health Services, Inc. Amendment 01 Subcontractor Agreement to the Letter of Agreement between GCCARD and Michigan Community Action Agency Association whereby GCCARD affirms its willingness to provide outreach, education, and enrollment services for health care services to qualifying low income people from April 1, 2015 through March 31, 2017 (a copy of the memorandum request dated August 3, 2015, Amendment 01, and supporting documentation being on file with the official records of the August 3, 2015, meeting of the Human Services Committee of this Board), and further ratifies the directive to the Executive Director to execute the amendment on behalf of Genesee County.

#### **HUMAN SERVICES COMMITTEE**

H072015VIIA5 CDB/ag 08-07-15 08-17-H04

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby ratifies the expedited action taken on August 3, 2015, by the Human Services Committee authorizing Genesee-Shiawassee Michigan Works! to submit to the Michigan Department of Energy, Labor and Economic Growth, Office of Workforce Development, the following Service Center Operations training plan for the Program Year 2015/2016:

Service Center Operations Plan For Program Year July 1, 2015 – June 30, 2016 Allocation \$25,067.00

(a copy of the memorandum request dated July 21, 2015, and referenced training plan being on file with the official records of the August 3, 2015, meeting of the Human Services Committee of this Board);

BE IT FURTHER RESOLVED that this Board further ratifies the Committee's authorization for the Chairperson of this Board to sign said training plan on behalf of this Board.

**HUMAN SERVICES COMMITTEE** 

H080315VIIB1 CDB/ag 08-07-15 08-17-H05

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, that this Board of Commissioners of Genesee County, Michigan, hereby ratifies the expedited action taken on August 3, 2015, by the Human Services Committee authorizing Genesee-Shiawassee Michigan Works! to submit to the Michigan Department of Energy, Labor and Economic Growth, Office of Workforce Development, the following training plan for the Program Year 2015/2017:

High Concentrations of WIOA Eligible Youth Plan For Program Year July 1, 2015 – June 30, 2017 Allocations: \$4,563.00

(a copy of the memorandum request dated July 21, 2015, and referenced training plan being on file with the official records of the August 3, 2015, meeting of the Human Services Committee of this Board);

BE IT FURTHER RESOLVED that this Board further ratifies the Committee's authorization for the Chairperson of this Board to sign said training plan on behalf of this Board.

**HUMAN SERVICES COMMITTEE** 

H080315VIIB2 CDB/ag 08-07-15 08-17-H06

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

# LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Health Officer to authorize the Professional Services Contract in the amount of \$7,500.00 with Factory Detroit, Inc, a Michigan Corporation, whose principal place of business is located at 215 S. Center Street, Ste. 200, Royal Oak, Michigan, 48067, for the purpose of developing a refreshed, brand platform for the Health Department, is approved (a copy of the memorandum request dated August 3, 2015, and Contract being on file with the official records of the August 3, 2015, meeting of the Human Services Committee of this Board), and this Board's Chairperson is authorized to execute the Contract on behalf of Genesee County.

# **HUMAN SERVICES COMMITTEE**

H0080315VIIC1 CDB/ag 08-07-15 08-17-H07

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

# LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Health Officer to authorize the Memorandum of Agreement with Davison Community Schools; Flint Community Schools; Flushing Community Schools; Grand Blanc Community Schools; Lake Fenton Community Schools; and Mt. Morris Consolidated Schools, for the purpose of establishing the use of the school districts' facilities in the event of a public health emergency for dispensing and distributing medications to the public, is approved (a copy of the memorandum request dated August 3, 2015, and Memorandum of Agreement being on file with the official records of the August 3, 2015, meeting of the Human Services Committee of this Board), and this Board's Chairperson, the Health Officer, and the Sheriff are authorized to execute the Memorandum of Agreement on behalf of Genesee County.

# **HUMAN SERVICES COMMITTEE**

H0080315VIIC2 CDB/ag 08-07-15 08-17-H08

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

# LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the requests by the Health Officer to authorize the overnight travel of Health Department employees, Dawn Scharer, Genesee Healthy Start Program Director, Porsha Black, Genesee Healthy Start Health Education Coordinator, and Tessa Clardy, Genesee Healthy Start Quality Assurance Coordinator, to attend the 2015 City MatCH Urban MCH Conference in Salt Lake City, UT, for the period September 27-October 1, 2015, to receive training on Maternal and Child Health programs, said travel funded by the Health Resources and Services Administration and the Maternal and Child Health Bureau, funding account no. 221.00.00.6095.46495.000, are approved.

BE IT FURTHER RESOLVED, that the request by the Health Officer to authorize the overnight travel of Health Department employee Tom Harris, Public Health IS Coordinator, to attend the eClinicalWorks National User Conference in Nashville, TN, for the period October 16-19, 2015, to receive training regarding the new EMR eClinicalWorks, said travel funded by funding account no. 221.00.00.6040.46495.000, is approved (a copy of the memorandum requests dated August 3, 2015, and supporting documentation being on file with the official records of the August 3, 2015, meeting of the Human Services Committee of this Board).

#### **HUMAN SERVICES COMMITTEE**

H080315VIIC3-4 CDB/ag 08-07-15 08-17-H09a

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

## LADIES AND GENTLEMEN:

WHEREAS, the Genesee County Medical Examiner currently operates the county morgue facility out of space located at Hurley Hospital in Flint, Michigan; and

WHEREAS, the facility needs to be expanded and updated to improve morgue services; and

WHEREAS, expansion and updating of the facility will bring economic advantages to the entire Genesee County community; and

WHEREAS, this Board of Commissioners supports the concept of a community collaboration to expand and update the facility at its Hurley location.

NOW, THEREFORE, BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Genesee County Medical Examiner to issue a letter of support of collaborative effort to expand and update the Medical Examiner's facility located at Hurley Hospital is approved, and the Chairperson of this Board is authorized to implement the drafting of said letter and to sign the letter on behalf of Genesee County.

HUMAN SERVICES COMMITTEE (on agenda with consent of Committee and Board Chairpersons)

H\_\_\_\_ CDB:ag 08-13-15 08-17-H10

held on Augu	ast 17, 2015.			
PRESENT:			_	
ABSENT:				
The	following resolution was offered by		seconded	by
S	RESOLUTION AUTHORIZING GENESEE COUNTY WATER SU YSTEM BONDS, SERIES 2015 (CHARTER TOWNSHIP OF MT. I DALTON SUBDIVISION WATERMAIN REPLACEMENT	MOR		

At a regular meeting of the Board of Commissioners of the County of Genesee, Michigan,

WHEREAS, pursuant to the provisions of Act No. 342, Public Acts of Michigan, 1939, as amended ("Act 342") the Board of Commissioners of the County of Genesee (the "County") authorized and directed that there be established, maintained and operated a countywide system or systems of water improvements and services and designated the County Drain Commissioner to be the agency of the County (hereinafter referred to as the "County Agency") for the purposes set forth in Act 342; and

WHEREAS, by the terms of Act 342, the County and the Charter Township of Mt. Morris (hereinafter referred to as the "Township") are authorized to enter into a contract for the acquisition, construction and financing of water supply system improvements to serve the Township and for the

payment of the cost thereof by the Township, with interest, and the County is then authorized to issue its bonds to provide the funds necessary therefor; and

WHEREAS, there has been submitted to this Board of Commissioners a proposed contract between the County, by and through its Drain Commissioner, as County Agency, and the Township, which contract provides for the acquisition and construction of water supply system improvements designated as the "Genesee County Water Supply System – Dalton Subdivision Watermain Replacement" (hereinafter referred to as the "Project") to serve the Township and for the payment by the Township of the cost thereof pursuant to Act 342, which contract is hereinafter set forth in full; and

WHEREAS, there has been submitted for approval and adoption by this Board, plans, specifications and estimates of the cost and period of usefulness of the Project, and

WHEREAS, the contract provides for the issuance of bonds by the County to defray the cost of the Project, said bonds to be secured by the contractual obligation of the Township to pay to the County amounts sufficient to pay the principal of and interest on the bonds and to pay such paying agent fees and other expenses as may be incurred on account of the bonds; and

WHEREAS, the County wishes at this time to authorize the issuance of such bonds to defray the cost of acquiring and constructing the Project and to sell the bonds in a private negotiated sale to the Michigan Finance Authority (the "Authority") as authorized by Act 227, Public Acts of Michigan, 1985, as amended ("Act 227"), in order to enable the Authority to provide assistance with respect to the Project from the proceeds of the Drinking Water Revolving Fund Program.

THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Genesee, Michigan, as follows:

1. <u>PLANS AND SPECIFICATIONS - ESTIMATES OF PERIOD OF USEFULNESS</u>

AND COST. The plans and specifications for the Project and the estimates of \$1,320,000 as the

revised cost of the Project following receipt of construction bids and 20 years and upwards as the period of usefulness of the Project, as submitted to this Board of Commissioners, are approved and adopted.

2. <u>APPROVAL OF CONTRACT</u>. The Genesee County Water Supply System Dalton Subdivision Watermain Replacement Contract dated as of July 1, 2015, between the County, by and through its Drain Commissioner, as County Agency, and the Township (the "Contract"), is approved and adopted, and the Drain Commissioner is authorized and directed to execute and deliver the same for and on behalf of the County, in as many counterparts as may be deemed advisable, after the Contract has been executed by the appropriate officials of the Township. The Contract reads as follows:

# GENESEE COUNTY WATER SUPPLY SYSTEM DALTON SUBDIVISION WATERMAIN REPLACEMENT CONTRACT

THIS CONTRACT, made and entered into as of July 1, 2015, by and between the COUNTY OF GENESEE, a Michigan county corporation (hereinafter referred to as the "County") by and through its Drain Commissioner, as County Agency, and the CHARTER TOWNSHIP OF MT. MORRIS, a Michigan charter township corporation located in the County of Genesee, Michigan (hereinafter referred to as the "Municipality").

# WITNESSETH:

WHEREAS, the Board of Commissioners of the County of Genesee has authorized and directed that there be established, pursuant to the provisions of Act 342, Public Acts of Michigan, 1939, as amended (herein sometimes referred to as "Act 342"), a water supply system designated as the Genesee County Water Supply System (hereinafter referred to as the "System") consisting of water supply transmission mains and all other facilities necessary to supply water to the Genesee County Water Supply District which includes all of the area of the Municipality; and

WHEREAS, the County Drain Commissioner (hereinafter sometimes referred to as the "County Agency") has been designated as the agency of the County in connection with the establishment, maintenance and operation of systems of water supply system improvements, facilities and services and as the person to have supervision and control of the operation of the same; and

WHEREAS, Act 342 authorizes a county to acquire and construct water supply systems and to improve, extend, repair, manage and operate such systems; and

WHEREAS, the County, the Townships of Davison, Flint, Flushing, Genesee, Grand Blanc, Mt. Morris, Mundy, and Vienna and the Cities of Burton, Mt. Morris, and Swartz Creek have entered into the Genesee County Water Supply System Southern Loop Section Contract, dated as of June 1, 1986 (the "Southern Loop Section Contract") to provide for the acquisition and construction of the Genesee County Water Supply System Southern Loop Section (the "Southern Loop Section"); and

WHEREAS, it is necessary for the public health that the hereinafter described water supply facilities be acquired and constructed as part of the Southern Loop Section to serve the Municipality; and

WHEREAS, by the terms of Act 342, the County, acting through its County Agency, and the Municipality are authorized to enter into a contract for the acquisition, construction and financing of water supply facilities, for the payment of the cost thereof by the Municipality, with interest, in annual installments for a period not exceeding forty (40) years, and the County is then authorized, pursuant to appropriate action of its Board of Commissioners, to issue its bonds to provide funds therefor, secured primarily by the full faith and credit contractual obligation of the Municipality and secondarily by the full faith and credit of the County if duly authorized by proper resolution of its Board of Commissioners; and

WHEREAS, the Municipality and the County have agreed to utilize the provisions of Act 342 to acquire the hereinafter described water supply facilities necessary for the public health and welfare of the residents of the County within the Municipality; and

WHEREAS, the County Agency, through the Municipality, has obtained maps, plans, designs, specifications and estimates for the hereinafter described water supply facilities and has filed the same with the Board of Commissioners; and

WHEREAS, in order to issue such bonds it is necessary that the County and the Municipality enter into a contract as provided in Act 342; and

WHEREAS, it is also necessary for the County and the Municipality to contract relative to the administration, operation and maintenance of said water supply facilities.

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

The County and the Municipality approve the acquisition and construction of water 1. supply facilities pursuant to the provisions of Act 342 and approve the designation "Genesee County Water Supply System - Dalton Subdivision Watermain Replacement" as the name of said water supply facilities. The Genesee County Water Supply System - Dalton Subdivision Watermain Replacement (hereinafter sometimes referred to as "Project") to be acquired and constructed pursuant to the provisions of this contract shall consist of the water supply facilities shown and described on Exhibit A which is attached hereto and by this reference is made a part hereof. The Project shall be acquired and constructed substantially in accordance with the preliminary plans which have been secured by the County Agency and in accordance with the final plans and specifications to be secured by the County Agency, but variations therefrom which do not materially change the location, capacity or overall design of the Project may be permitted on authority of the County Agency if such variations will not require the issuance of additional bonds. Other variations or changes may be made if approved by the County Agency and by resolution of the governing body of the Municipality. The Municipality agrees and consents to the establishment and location of the Project within its corporate boundaries, and to use by the County of its streets, highways, alleys, lands, rights-of-way or other public places for the purpose and facilities of the Project and any improvements, enlargements or extensions thereof, and agrees that, in order to evidence and effectuate the foregoing agreement and consent, it will execute and deliver to the County such grants of easement, right-of-way, license, permit or consent as may be requested by the County.

- 2. The County and the Municipality hereby approve the estimates of the cost, the period of usefulness, and the distribution of cost of the Project as shown on Exhibit B, which is attached hereto and by this reference is made a part hereof.
- 3. After the final plans and specifications for the Project have been prepared by or on behalf of the County Agency, the County Agency shall proceed to take construction bids for the Project and, upon sale and delivery of the Bonds as described in Section 4, enter into construction contracts with the lowest responsible bidder or bidders, procure from the contractors all necessary and proper bonds, cause the Project to be constructed within a reasonable time, and do all other things required by this contract and the laws of the State of Michigan.
- 4. The County Agency shall take or cause to be taken all actions required or necessary, in accordance with Act 342, to procure the issuance and sale of bonds by the County, in one or more series (the "Bonds"), in whatever aggregate principal amount (presently estimated at \$1,200,000) is necessary to be financed to defray the cost of the Project, after giving credit to the Municipality for any amounts previously paid with respect to the Project for which it is not seeking reimbursement and for any funds available from other sources with respect to the Project. The Bonds shall be issued in anticipation of, and be payable primarily from, the payments to be made by the Municipality to the County as provided in this contract, and shall be secured secondarily, if so voted by the Board of Commissioners of the County, by the pledge of the full faith and credit of the County, and the Bonds shall be payable in annual maturities the last of which shall be not more than forty years from the date thereof. The Bonds shall not be issued until construction bids for the Project have been taken as provided in Section 3. The cost of the Project shall be deemed to include reimbursement of the

Municipality for funds which have been expended by the Municipality in connection with the acquisition and construction of the Project.

In the event that it shall become necessary to increase the estimated cost of the Project 5. for any reason, or if the actual cost of Project shall exceed the estimated cost, whether as the result of variations or changes made in the approved plans or otherwise, then (without execution of any further contract or amendment of this contract) additional Bonds (upon the adoption of an authorizing resolution therefor by the Board of Commissioners) shall be issued to defray the Municipality's share of such increased or excess cost, to the extent that funds therefor are not available from other sources; provided, however, that no such increase or excess shall be approved and no such increased or additional Bonds shall be authorized to be issued, nor shall the County enter into any contract for acquisition or construction of the Project or any part thereof or incur any obligation for or pay any item of cost therefor, where the effect thereof would be to cause the total cost of the Project to exceed by more than 10% the estimated cost as hereinbefore approved, unless the governing body of the Municipality shall have previously adopted a resolution approving such increase or excess and agreeing that the same (or such part thereof as is not available from other sources) shall be defrayed by the issuance of increased or additional Bonds in anticipation of increased or additional payments agreed to be made by the Municipality to the County in the manner hereinafter provided; provided, further, that the adoption of such resolution by the governing body of the Municipality shall not be required prior to or as a condition precedent to the issuance of additional Bonds by the County, if the County has previously issued or contracted to sell Bonds to pay all or part of the cost of the Project and the issuance of the additional Bonds is necessary (as determined by the County after consultation with the Municipality) to pay such increased, additional or excess costs as are essential to completion of the Project according to the plans as last approved prior to the time when the previous Bonds were issued or contracted to be sold.

The Municipality shall pay to the County the cost of acquiring and constructing Project 6. as shown on Exhibit B. The cost of the Project will be defrayed by the issuance of the Bonds as provided in Sections 4 and 5 hereof. The Municipality hereby covenants and agrees to pay the principal of and interest on the Bonds and all paying agent fees and other expenses and charges (including the County Agency's administrative expenses) which are payable on account of the Bonds (such fees, expenses and charges being herein called "bond service charges"). Such payments shall be made to the County in annual installments which shall be due and payable at least thirty (30) days prior to the day of the month specified in the Bonds as the annual principal maturity date thereof. Such annual installments shall be so paid in each year if any principal and/or non-capitalized interest on the Bonds falls due during the twelve-month period beginning on such principal maturity date in said year, and the aggregate amount of the installments so due and payable shall be at least sufficient to pay all principal and/or interest thus falling due and all bond service charges then due and payable. The County Agency, within thirty (30) days after delivery of the Bonds to the purchaser, shall furnish the treasurer of the Municipality with a complete schedule of the principal of and interest on the Bonds, and the County Agency also, at least thirty (30) days before each payment is due to be made by the Municipality, shall advise the treasurer of the amount payable to the County on such date. If the Municipality fails to make any payment to the County when due, the same shall be subject to a penalty of 1% thereof for each month or fraction thereof that such amount remains unpaid after due. Failure of the County Agency to furnish the schedule or give the notice as above required shall not excuse the Municipality from the obligation to make payment when due. Payments shall be made by the Municipality when due whether or not the Project has then been completed or placed in operation. The foregoing obligations shall apply to all Bonds issued by the County to defray the cost of the Project.

- 7. If the Municipality shall pay the cost of the Project or any portion thereof prior to the issuance of the Bonds, then the obligations of the Municipality shall be adjusted accordingly. The Municipality may pay in advance of maturity all or any part of an annual installment due the County on the Bonds by surrendering to the County Bonds issued hereunder of a like principal amount maturing in the same calendar year.
- 8. The proceeds of sale of the Bonds shall be used solely and only to pay the cost of the Project, and after completion thereof and payment of all costs in connection therewith, any surplus remaining from the sale of the Bonds shall be (1) used to purchase the Bonds on the open market or (2) retained by the County Agency as a reserve for payment of the Bond principal and interest maturities next falling due, and in such event the contract obligation of the Municipality shall be reduced by the principal amount of Bonds so purchased or of the reserve, the reduction in case of the purchase of Bonds to be applied as to the year, in accordance with the year of the maturity of the Bonds so purchased. Any Bonds so purchased shall be cancelled. In the alternative, such surplus may be used, on request of the Municipality and approval by the County Agency, to provide additional water supply facilities to serve the Municipality.
- 9. The Municipality, pursuant to the authorization of Section 5a of Act 342, hereby pledges its full faith and credit for the prompt and timely payment of its obligations expressed in this contract and each year shall levy a tax in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay its obligations under this contract becoming due before the time of the following year's tax collections: provided, however, that if at the time of making its annual tax levy, the Municipality shall have on hand in cash other funds which have been

set aside and pledged or are otherwise available for the payment of such contractual obligations falling due prior to the time of the next tax collection, then the annual tax levy may be reduced by such amount. The governing body of the Municipality, each year at least ninety (90) days prior to the final date provided by law or charter for the making of the annual tax levy, shall submit to the County Agency a written statement setting forth the amount of its obligations to the County which become due and payable under this contract prior to the time of the next following year's tax collections, the amount of the funds which the Municipality has or will have on hand or to its credit in the hands of the County which have been set aside and pledged for payment of said obligations to the County, and the amount of the taxes next proposed to be levied for the purpose of raising money to meet such obligations. The County Agency promptly shall review such statement and, if he finds that the proposed tax levy is insufficient, shall so notify the governing body, and the Municipality hereby covenants and agrees that it thereupon will increase its levy to such extent as may be required pursuant to this contract. Unless this contract is approved by the electors of the Municipality or if the electors of the Municipality approve an unlimited tax pledge in support of the obligations of the Municipality incurred pursuant to this contract, taxes levied to pay obligations incurred hereunder shall be subject to applicable constitutional, statutory and charter tax limitations.

Agency, at the times herein specified, the amounts herein required to be paid, the state treasurer or other official charged with the disbursement of unrestricted state funds returnable to the defaulting Municipality pursuant to the Michigan constitution hereby is authorized to withhold sufficient funds to make up any default or deficiency in funds. In the event the County is required to advance any money by reason of its pledge of full faith and credit on the Bonds to be issued to finance the acquisition and construction of the Project on account of the delinquency of the Municipality, the

County Treasurer shall notify the state treasurer to deduct the amount of money so advanced by the County from any unrestricted moneys in the state treasurer's possession belonging to the Municipality, and to pay such amount to the County. In addition to the foregoing, the County shall have all other rights and remedies provided by law to enforce the obligation of the Municipality to make payments in the manner and at the times required by this contract. It is specifically recognized by the Municipality that the payments required to be made by it pursuant to the terms of this contract are to be pledged for the payment of the principal of and interest on bonds to be issued by the County, and the Municipality covenants and agrees that it will make its required payments to the County promptly and at the times herein specified, without regard as to whether the Project is actually completed or placed in operation; provided only that nothing herein contained shall limit the obligation of the County to perform in accordance with the covenants contained herein.

- 11. No change in the jurisdiction over any territory in the Municipality shall impair in any manner the obligations of this contract. In the event all or any part of the territory of the Municipality is incorporated as a new municipality or is annexed to or becomes a part of the territory of another municipality, the municipality into which such territory is incorporated or to which such territory is annexed, shall assume the proper proportionate share of the contractual obligations and right to capacity in the Project of the Municipality from which such territory is taken, based upon a division made in accordance with the laws of the State of Michigan.
- 12. The County shall not be obligated to acquire or construct any facilities other than those described in paragraph 1 hereof. The responsibility for providing such additional water supply facilities as may be needed shall be that of the Municipality which shall have the right to cause to be constructed and maintained, either directly or through the County such necessary additional facilities. If such additional facilities are not to be constructed through the office of the County Agency, then all

plans and specifications for such additional facilities, prior to the commencement of construction, shall be submitted to the County Agency for approval and permit and no such construction shall commence until such plans and specifications shall be endorsed "Approved" and a permit is issued by the County Agency, which permit shall not be unreasonably withheld. The construction of such facilities shall be inspected by the County Agency, and no such facilities shall be connected to Project in violation of the provisions of this contract or the Southern Loop Section Contract.

- 13. The Project shall be operated and maintained as part of the Southern Loop Section in accordance with the Southern Loop Section Contract. The parties agree that the Project will be operated in a manner which will assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes.
- 14. So long as any of the Bonds shall remain outstanding and unpaid, the provisions of this contract shall not be subject to any alteration or revision which would in any manner affect either the security of the Bonds or the prompt payment of principal or interest thereon. The right to make changes in this contract, by amendment, supplemental contract or otherwise, nevertheless is reserved insofar as the same do not have such adverse effect. The Municipality and the County Agency further covenant and agree that they will each comply with their respective duties and obligations under the terms of this contract promptly, at the times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the Bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this contract insofar as they pertain to the security of any Bonds, shall be deemed to be for the benefit of the holders of the Bonds.
- 15. The Municipality and the County Agency agree that costs (i.e., attorney fees, settlement amounts, payment of judgment, etc.) of any court or administrative proceeding, and/or

alternative dispute resolution method, which arise directly or indirectly out of this contract, or the construction or financing of the Project, and which costs are not otherwise covered by insurance and/or bonds of any of the Municipality or the County Agency or required by the County Agency of its respective engineers and contractors, shall be charged to, and paid by each municipality in the same manner as herein provided with respect to other costs of the Project. It is expressly understood and agreed that the Municipality and the County Agency hereby waive any claim each may have against the other for damages or costs arising out of the Project to the extent, if any, that such claim is for a risk that insurance and/or their elected and appointed officers, employees, and agents shall be named insured under any policies of insurance applicable to the Project.

- 16. All powers, duties and functions vested by this contract in the County shall be exercised and performed by the County Agency for and on behalf of the County unless otherwise provided by law or in this contract.
- 17. In the event that any one or more of the provisions of this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, but this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 18. If the Bonds are not sold to finance the acquisition and construction of the Project within three years from the date of this contract or if the Project is abandoned for any reason the Municipality shall pay all engineering, legal and other costs and expenses incurred by the County Agency in connection with the Project and the Municipality shall be entitled to all plans, specifications and other engineering data and materials. The provisions of this Section 18 may be waived or extended, either before or after the expiration of the three year period, by resolution of the governing body of the Municipality and the Board of Commissioners of the County.

19. This contract shall become effective after approval by the governing body of the Municipality and by the Board of Commissioners of the County, execution by the authorized officials of the parties, and the expiration of forty-five (45) days after the date of publication of the notice required by Section 5b of Act 342; provided, however, that if, within the 45-day period, a proper petition is filed with the Clerk of the Municipality in accordance with the provisions of Section 5b of Act 342, the contract shall not become effective until approved by the electors of the Municipality qualified to vote and voting thereon at a general or special election. This contract shall terminate forty (40) years from its date or on such earlier date when the Municipality is not in default hereunder and the principal, interest and bond service charges on the Bonds issued as hereinabove described are fully paid and discharged; may be executed in several counterparts; and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This contract is contingent upon the County issuing the Bonds to defray the cost of acquiring and constructing the Project and nothing herein contained shall require the County to acquire, construct or operate the Project if it is unable to sell the Bonds to finance the same.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed and delivered, by their respective duly authorized officers, all as of the day and year first above written.

# CHARTER TOWNSHIP OF MT. MORRIS

Supervisor

And: Bring Wife Och

COUNTY OF GENESE

Jeffrey Wright, Drain Commissioner,

County Agency

### **EXHIBIT A**

# GENESEE COUNTY WATER SUPPLY SYSTEM

# DALTON SUBDIVISION WATERMAIN REPLACEMENT

# Project Description

The acquisition, construction and installation of approximately 6,800 lineal feet of 8-inch diameter watermain and related facilities and appurtenances in the Dalton Subdivision in Section 31 of the Charter Township of Mt. Morris.

#### **EXHIBIT B**

# GENESEE COUNTY WATER SUPPLY SYSTEM

## DALTON SUBDIVISION WATERMAIN REPLACEMENT

### Estimate of Cost

Construction Contingencies	\$721,610 220,834
	220,03
Engineering	64.045
Engineering fees	64,945
Design	108,242
Project management	57,729
Costs of Issuance	
Bond Counsel	12,500
Registered Municipal Advisor	11,000
Michigan Advisory Council fee	400
Printing and publishing	2,500
Michigan Department of Treasury fee	240
TOTAL	\$1,200,000

### Certification of Period of Usefulness

We hereby certify to the County of Genesee, acting by and through its Drain Commissioner, as County Agency, and to the Charter Township of Mt. Morris that the period of usefulness of the Project to be located in the Charter Township of Mt. Morris as described in the Genesse County Water Supply System Dalton Subdivision Watermain Replacement Contract, dated as of July 1, 2015, to which this certification is attached, is twenty (20) years and upwards.

CHMP, INC.

D	
Ву:	

END OF FORM OF CONTRACT

- 3. <u>AUTHORIZATION OF BONDS PURPOSE</u>. Subsequent to execution of the Contract by the parties thereto, bonds of the County aggregating the principal sum of not to exceed One Million Three Hundred Twenty Thousand Dollars (\$1,320,000) (the "Bonds") shall be issued and sold pursuant to the provisions of Act 342, and other applicable statutory provisions, for the purpose of defraying the cost of the Project.
- 4. <u>BOND DETAILS</u>. The Bonds shall be designated "Genesee County Water Supply System Bonds, Series 2015 (Charter Township of Mt. Morris Dalton Subdivision Watermain Replacement)"; shall be dated as of such date as approved by the Drain Commissioner at the time of sale; shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof (provided, however, that so long as the Bonds are registered in the name of the Authority, the Bonds may be in the form of a single bond in the denomination of \$1,320,000, or such lower amount as shall be approved by the Drain Commissioner at the time of sale, with an exhibit attached thereto which identifies the annual maturities for the Bonds, and the references herein to "Bonds" shall mean that single bond registered in the name of the Authority); shall bear interest at a rate of 2.50% per annum from the date of delivery of the various principal installments as hereinafter described, payable on such dates as shall be determined by the Drain Commissioner at the time of sale; and shall mature on such dates and in such years as shall be determined by the Drain Commissioner at the time of sale.

The Bonds are expected to be delivered to the Authority as the initial purchaser thereof in installments (the "Installments") equal to the amounts advanced from time to time by the Authority to the County pursuant to the Purchase Contract and the Supplemental Agreement (each as hereinafter defined).

- 5. <u>PRIOR REDEMPTION</u>. The Bonds may be subject to redemption prior to maturity only with the prior written consent of the Authority and upon such terms and conditions as may be required by the Authority.
- 6. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the Bonds shall be payable in lawful money of the United States. So long as the Bonds are registered in the name of the Authority, the Bonds are payable as to principal, redemption premium, if any, and interest at The Bank of New York Mellon Trust Company, N.A., Detroit, Michigan, or at such other place as shall be designated in writing to the County by the Authority (the "Authority's Depository"). So long as the Authority is the owner of the Bonds, the County agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on the Bonds in immediately available funds at least five business days prior to the date on which any such payment is due, whether by maturity, redemption or otherwise. If the Bonds are not registered in the name of the Authority, the principal of and premium, if any, on the Bonds are payable upon surrender thereof at the office of the bond registrar and paying agent and the interest is payable by check or draft mailed by the bond registrar and paying agent to the registered owner of the Bonds at the address appearing on the registration books of the County kept by the bond registrar and paying agent as of the 15th day of the month preceding the month in which an interest payment is due.
- 7. <u>BOND REGISTRAR AND PAYING AGENT</u>. Until a successor is appointed by the County Agency, the County Treasurer shall act as bond registrar and paying agent for the Bonds.
- 8. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The Bonds shall be executed in the name of the County by the facsimile signatures of the Chairperson of the Board of Commissioners and the County Clerk and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent, and the seal of the County (or a facsimile thereof) shall be impressed or imprinted on the Bonds. After the Bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the County

Treasurer to the purchaser upon receipt of the purchase price or upon compliance with the terms and conditions of the Purchase Contract. Additional Bonds bearing the facsimile signatures of the Chairperson of the Board of Commissioners and the County Clerk and upon which the seal of the County (or a facsimile thereof) is impressed or imprinted may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of Bonds. The bond registrar and paying agent shall indicate on each Bond the date of its authentication.

9. <u>EXCHANGE AND TRANSFER OF BONDS</u>. Any Bond, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond.

Each Bond shall be transferable only upon the books of the County, which shall be kept for that purpose by the bond registrar and paying agent, upon surrender of such Bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

Upon the exchange or transfer of any Bond, the bond registrar and paying agent on behalf of the County shall cancel the surrendered Bond and shall authenticate and deliver to the transferee a new Bond or Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Bond. If, at the time the bond registrar and paying agent authenticates and delivers a new Bond pursuant to this section, payment of interest on the Bonds is in default, the bond registrar and paying agent shall endorse upon the new Bond the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is \_\_\_\_\_\_, \_\_\_."

The County and the bond registrar and paying agent may deem and treat the person in whose name any Bond shall be registered upon the books of the County as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Bond and for all other purposes, and all payments made to any such registered owner, or upon his order, in accordance with the provisions of Section 6 of this resolution shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor the bond registrar and paying agent shall be affected by any notice to the contrary. The County agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

For every exchange or transfer of Bonds, the County or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The bond registrar and paying agent shall not be required to transfer or exchange Bonds or portions of Bonds which have been selected for redemption.

10. <u>FORM OF BONDS</u>. The Bonds shall be in substantially the following form:

### UNITED STATES OF AMERICA STATE OF MICHIGAN COUNTY OF GENESEE

## GENESEE COUNTY WATER SUPPLY SYSTEM BOND, SERIES 2015 (CHARTER TOWNSHIP OF MT. MORRIS – DALTON SUBDIVISION WATERMAIN REPLACEMENT)

INTE	REST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE
	%	See Exhibit A	, 2015
Registered Owner	:		
Principal Amount	•		

The County of Genesee, State of Michigan (the "County"), acknowledges itself indebted to and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above or so much thereof as shall have been advanced to the County pursuant to a Purchase Contract between the County and the Michigan Finance Authority (the "Authority") and a Supplemental Agreement by and among the County, the Charter Township of Mt. Morris (the "Township"), the Authority and the State of Michigan acting through the Department of Environmental Quality on the maturity dates and in the amounts set forth on Exhibit A attached hereto unless redeemed prior thereto as hereinafter provided, the final payment to be made upon presentation and surrender of this bond at the office of the County Treasurer, County of Genesee, Michigan, the bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolution identified below; and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by check or draft mailed by the bond registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest at the rate per annum specified above on such Principal Amount, to the extent advanced to the County pursuant to the Purchase Contract and the Supplemental Agreement until the County's obligation with respect to the payment of such Principal Amount is discharged. Interest is payable on the first days of April and October in each year, commencing on Principal and interest are payable in lawful money of the United States of America.

In the event of a default in the payment of principal or interest hereon when due, whether at maturity, by redemption or otherwise, the amount of such default shall bear interest (the "additional interest") at a rate equal to the rate of interest which is two percent above the Authority's cost of

providing funds (as determined by the Authority) to make payment on the bonds of the Authority issued to provide funds to purchase this bond but in no event in excess of the maximum rate of interest permitted by law. The additional interest shall continue to accrue until the Authority has been fully reimbursed for all costs incurred by the Authority (as determined by the Authority) as a consequence of the County's default. Such additional interest shall be payable on the interest payment date following demand of the Authority. In the event that (for reasons other than the default in the payment of any municipal obligation purchased by the Authority) the investment of amounts in the reserve account established by the Authority for the bonds of the Authority issued to provide funds to purchase this bond fails to provide sufficient available funds (together with any other funds which may be made available for such purpose) to pay the interest on outstanding bonds of the Authority issued to fund such account, the County shall and hereby agrees to pay on demand only the County's pro rata share (as determined by the Authority) of such deficiency as additional interest on this bond.

During the time funds are being drawn down by the County under this bond, the Authority periodically will provide the County a statement showing the amount of principal that has been advanced and the date of each advance, which statement shall constitute prima facie evidence of the reported information; provided that no failure on the part of the Authority to provide such a statement or to reflect a disbursement or the correct amount of a disbursement shall relieve the County of its obligation to repay the outstanding principal amount actually advanced, all accrued interest thereon, and any other amount payable with respect thereto in accordance with the terms of this bond.

This bond is one of a series of bonds aggregating the principal sum of \_\_\_\_\_) issued by the County under and pursuant to and in Dollars (\$ full conformity with the Constitution and Statutes of Michigan (especially Act No. 342, Public Acts of 1939, as amended) and a bond authorizing resolution adopted by the Board of Commissioners of the County (the "Resolution") for the purpose of defraying the cost of acquiring and constructing water supply system improvements to serve the Township. The bonds of this series are issued in anticipation of payments to be made by the Township in the aggregate principal amount of ) pursuant to a contract between the County Dollars (\$ and the Township. The full faith and credit of the Township have been pledged to the prompt payment of the foregoing amount and the interest thereon as the same become due. As additional security the full faith and credit of the County have been pledged for the prompt payment of the principal of and interest on the bonds of this series. Taxes levied by the Township and the County to pay the principal of and interest on the bonds of this series are subject to constitutional tax limitations.

This bond is transferable, as provided in the Resolution, only upon the books of the County kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if

any, therein provided. Bonds so authenticated and delivered shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds which have been selected for redemption.

This bond may be subject to redemption prior to maturity at the option of the County only with the prior written consent of the Authority and upon such terms as may be required by the Authority. That portion of this bond called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

Notwithstanding any other provision of this bond, so long as the Authority is the owner of this bond, (a) this bond is payable as to principal, premium, if any, and interest at The Bank of New York Mellon Trust Company, N.A., Detroit, Michigan or at such other place as shall be designated in writing to the County by the Authority (the "Authority's Depository"); (b) the County agrees that it will deposit with the Authority's Depository payments of the principal of, premium, if any, and interest on this bond in immediately available funds by 12:00 noon at least five business days prior to the date on which any such payment is due whether by maturity, redemption or otherwise; in the event that the Authority's Depository has not received the County's deposit by 12:00 noon on the scheduled day, the County shall immediately pay to the Authority as invoiced by the Authority an amount to recover the Authority's administrative costs and lost investment earnings attributable to that late payment; and (c) written notice of any redemption of this bond shall be given by the County and received by the Authority's Depository at least 40 days prior to the date on which redemption is to be made.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of the County, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County of Genesee, Michigan, by its Board of Commissioners, has caused this bond to be executed in its name by facsimile signatures of the Chairperson of the Board of Commissioners and the County Clerk and its corporate seal (or a facsimile thereof) to be impressed or imprinted hereon. This bond shall not be valid unless the Certificate of Authentication has been manually executed by an authorized representative of the bond registrar and paying agent.

COUNTY OF GENESEE					
Ву					
	Its: Chairperson, Board of Commissioners				
[SEAL]					
Ar	d:				
	Its: Clerk				
CERTIFICATE C	F AUTHENTICATION				
This bond is one of the bonds described	in the within mentioned Resolution.				
Genesee County Treasurer Bond Registrar and Paying Agent					
AUTHENTICATION DATE:					

## **ASSIGNMENT**

	For	value	received,	the	under	signed	here	by s	sells,	assigns	and	transf	ers u	1 <b>t</b> 0
(please and	e print	or type rights	name, add	ress a	nd taxp	ayer ide hereby	entific ir	ation revoc	numb ably	er of tran	sferee)	) the wi and	thin bo	nd nts
			the within remises.	bond	on the	books	kept	for re	egistra	tion there	eof, w	ith full	power	of
Dated	:			_		, , , , , , , , , , , , , , , , , , , ,						Marian Device		
Signat	ture G	uarantee	ed:			-								

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

#### EXHIBIT A

Based on the schedule provided below unless revised as provided in this paragraph, repayment of principal of the bond to which this Exhibit A is attached (the "Bond") shall be made until the full amount advanced to the County is repaid. In the event the Order of Approval issued by the Department of Environmental Quality (the "Order") approves a principal amount of assistance less than the amount of the Bond delivered to the Authority, the Authority shall only disburse principal up to the amount stated in the Order. In the event (1) that the payment schedule approved by the County and described below provides for payment of a total principal amount greater than the amount of assistance approved by the Order or (2) that less than the principal amount of assistance approved by the Order is disbursed to the County by the Authority, the Authority shall prepare a new payment schedule which shall be effective upon receipt by the County.

The principal amounts and maturity dates applicable to the Bond are as follows:

MATURITY <u>DATE</u> PRINCIPAL MATURITY

END OF BOND FORM

- 11. <u>SECURITY</u>. The Bonds shall be issued in anticipation of payments to be made by the Township pursuant to the Contract. The Bonds shall be secured primarily by the full faith and credit pledge made by the Township in the Contract pursuant to the authorization contained in Act 342. As additional and secondary security the full faith and credit of the County are pledged for the prompt payment of the principal of and interest on the Bonds as the same shall become due. If the Township shall fail to make a payment to the County which is sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same shall become due, then an amount sufficient to pay the deficiency shall be advanced from the general fund of the County. Taxes imposed by the County shall be subject to constitutional limitations.
- DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, or any portion thereof, shall have been deposited in trust, this Bond Resolution shall be defeased with respect to such Bonds, and the owners of the Bonds shall have no further rights under this Bond Resolution except to receive payment of the principal of, premium, if any, and interest on such Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.
- 13. <u>PRINCIPAL AND INTEREST FUND</u>. There shall be established for the Bonds a Principal and Interest Fund which shall be kept in a separate bank account. From the proceeds of the sale of the Bonds there shall be set aside in the Principal and Interest Fund any premium and accrued interest received from the purchaser of the Bonds at the time of delivery of the same. All payments received from the Township pursuant to the Contract are pledged for payment of the principal of and

interest on the Bonds and expenses incidental thereto and as received shall be placed in the Principal and Interest Fund.

- 14. <u>CONSTRUCTION FUND</u>. The remainder of the proceeds of the sale of the Bonds shall be set aside in a construction fund for the Project and used to defray the cost of the Project in accordance with the provisions of the Contract.
- 15. APPROVAL OF MICHIGAN DEPARTMENT OF TREASURY. The issuance and sale of the Bonds shall be subject to permission being granted therefor by the Department of Treasury of the State of Michigan pursuant to Act 34, Public Acts of Michigan, 2001, as amended, and, if necessary, the County Controller is authorized and directed to make application to the Department of Treasury for permission to issue and sell the Bonds as provided by the terms of this Bond Resolution.
- 16. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS. The Bonds shall be sold at a private, negotiated sale to the Authority, as authorized by Act 227. The sale shall be made pursuant to the terms and conditions to be set forth in a Purchase Contract (the "Purchase Contract") and a Supplemental Agreement (the "Supplemental Agreement") and the Drain Commissioner is authorized to execute and deliver the Purchase Contract and the Supplemental Agreement in such form as shall be approved by the Drain Commissioner at the time of sale. In addition, the Drain Commissioner and other appropriate County officials are authorized to execute and deliver to the Authority an Issuer's Certificate and such other certificates or documents as the Authority or bond counsel shall require and to do all other things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the Bonds in accordance with the provisions of this Bond Resolution.
- 17. <u>REPLACEMENT OF BONDS</u>. Upon receipt by the County Agency of proof of ownership of an unmatured Bond, of satisfactory evidence that the Bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the County Agency, the County Agency may authorize the bond registrar and paying

agent to deliver a new executed Bond to replace the Bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured Bond is lost, apparently destroyed or wrongfully taken, the County Agency may authorize the bond registrar and paying agent to pay the Bond without presentation upon the receipt of the same documentation required for the delivery of a replacement Bond. The bond registrar and paying agent, for each new Bond delivered or paid without presentation as provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the County in the premises. Any Bond delivered pursuant the provisions of this Section 17 in lieu of any Bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the Bond in substitution for which such Bond was delivered.

- 18. <u>TAX COVENANT</u>. The County covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended, necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes. The Drain Commissioner and other appropriate County officials are authorized to do all things necessary to assure that the interest on the Bonds will be and will remain excludable from gross income for federal income tax purposes.
- 19. <u>CONFLICTING RESOLUTIONS</u>. All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

YEAS:		- Alexander		
			***************************************	
NAYS:				
ABSENT:				

RESOLUTION DECLARED ADOPTED.
PUBLIC WORKS COMMITTEE

PO81015VIIA JW:cdb 08-07-15 08-17-P01 STATE OF MICHIGAN ) )ss COUNTY OF GENESEE )

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Board of Commissioners of the County of Genesee at a regular meeting held on August 17, 2015, the original of which resolution is on file in my office. I further certify that notice of said meeting was given in accordance with the provisions of the open meetings act.

John Gleason, Clerk County of Genesee

15-334

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

#### LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the Lease Agreement between Genesee County and the University of Michigan Credit Union ("UMCU"), a Michigan corporation whose address is 340 E. Huron St., Ann Arbor, MI 48104, whereby the UMCU shall occupy space within the County Administration Building for a term commencing June 1, 2015 through May 31, 2016, with automatic one year extensions absent termination, is approved (a copy of the memorandum request dated August 6, 2015, and the Lease Agreement being on file with the official records of the August 10, 2015, meeting of the Public Works Committee of this Board), and this Board's Chairperson is authorized to execute the Lease Agreement on behalf of Genesee County.

### PUBLIC WORKS COMMITTEE

P081015VIIB CDB:ag 08-10-15 08-17-P02

P02

15-335

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

#### LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the request by the Director of Human Resources and Labor Relations, through the Purchasing Manager, to award pursuant to RFP #15-054 and approve a contract with Segal Consulting, a Michigan Corporation whose principal place of business is located at 40701 Woodward Ave., Ste. 103, West Bloomfield, MI 48322, for the purpose of providing to the Human Resources Department healthcare benefits consulting services, is approved (a copy of the contract being on file with the official records of the August 10, 2015, meeting of the Public Works Committee of this Board), and this Board's Chairperson is authorized to execute the contract on behalf of Genesee County.

#### PUBLIC WORKS COMMITTEE

P081015VIIC CDB:ag 08-10-15 08-17-P03

P03