GENESEE COUNTY BOARD OF COMMISSIONERS

2014-06

ITEMS FOR BOARD ACTION Wednesday, March 5, 2014 @ 9:00 a.m.

- I. CALL TO ORDER
- II. ROLL CALL
- III. INVOCATION
- IV. PLEDGE TO THE FLAG
- V. APPROVAL OF MINUTES February 19, 2014
- VI. PUBLIC ADDRESS BOARD
- VII. COMMUNICATIONS

Presentation by Brennan Senior Center

Presentation by Montrose Senior Center

Affordable Health Care Act Update on Employer Mandates – Human Resources

APPOINTMENTS

GENESEE/SHIAWASSEE MICHIGAN WORKS WORKFORCE DEVELOPMENT BOARD (WDB)

Choose One (1) for partial term, expiring 12/31/17:

- Don Dees, Michigan Rehabilitation Services, Rehabilitation Sector
 Choose One (1) for partial term, expiring 12/31/17:
- Patrick Hurst, Michigan Rehabilitation Services, Rehabilitation Sector (Alternate for Don Dees)

GENESEE COUNTY BUILDING AUTHORITY COMMISSION

Choose Three (3) for three-year term, expiring 12/31/16:

- Robert Bradley (Incumbent)
- Bruce A. Trevithick (Incumbent)
- Chris Poulos (Incumbent)

VIII. REPORTS

BOARD OF COMMISSIONERS

Jamie W. Curtis, Chairperson Ted Henry, Vice Chairperson

Report from Chairperson

COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE

Ted Henry, Chairperson Pegge Adams, Vice Chairperson

Report from Chairperson

FINANCE COMMITTEE

Mark Young, Chairperson Tony Brown, Vice Chairperson

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14-70	F01	Resolution authorizing re-establishing and filling Clerk's Office, Legal Division Supervisor position
14-71	F02	Resolution authorizing Treasurer's 2014 Borrowing for 2013 Delinquent Taxes
14-72	F03	Resolution authorizing transfer of responsibility of Retirement Office from the Human Resources Department to the Controller's Office
14-73	F04	Resolution authorizing modification of GCCARD Senior Services Program Assistant pay scale, and re-establishing and filling the position
14-74	F05	Resolution ratifying expedited action of Finance Committee authorizing converting Health Department Public Health Nutritionist II LOA position into permanent position
14-75	F06	Resolution ratifying expedited action of Finance Committee authorizing re- establishing and filling Health Department secretary position
14-76	F07	Resolution ratifying expedited action authorizing re-establishing and filling Health Department Public Health Information Systems Coordinator position
14-77	F08	Resolution ratifying expedited action authorizing re-establishing and filling Health Department Public Health Division Director position

BOARD OF COMMISSIONERS March 5, 2014 Page 3

14-78	F09	Resolution ratifying expedited action authorizing re-establishing and filling Health Department Environmental Health Supervisor position
14-79	F10	Resolution ratifying expedited action authorizing re-establishing and filling Health Department Public Health Supervisor position
14-80	F11	Resolution ratifying expedited action authorizing re-establishing and filling IT Technician I position
14-81	F12	Resolution authorizing addition of overtime to Purchasing Department budget
14-82	F13	Resolution authorizing Genesee County Veterans Treatment Court acceptance of SCRAM Systems Alcohol Monitoring Grant and equipment (On agenda with permission of Committee and Board Chairpersons)
14-83	F14	Resolution authorizing transfer of responsibility of Payroll from the IT Department to the Controller's Office (On agenda with permission of Committee and Board Chairpersons)
14-84	F15	Resolution authorizing IT Installment Purchase Agreement (On agenda with permission of Committee and Board Chairpersons)

GOVERNMENTAL OPERATIONS COMMITTEE

Omar Sims, Chairperson John Northrup, Vice Chairperson

14-85	G01	Resolution paying County bills
14-86	G02	Resolution ratifying collective bargaining agreement with AFSCME Local 916, Chapters 01, 02, 03, 04, 08, 09, and 10, expiring 6/30/15.
14-87	G03	Resolution ratifying expedited action to authorize the Chief Animal Control Officer to apply for a Pedigree Shelter Renovation Grant from Mars Petcare US, Inc.
14-88	G04	Resolution setting compensation package for Chief Animal Control Officer (On agenda with consent of Board and Committee Chairpersons)

Report from Chairperson

HUMAN SERVICES COMMITTEE

Brenda	Clack,	Cha	irperso	on
Archie	Bailey,	Vice	Chair	person

	Archie Balley, vice Chairperson			
14-89	H01	Resolution authorizing Health Department employee travel (Gary Johnson and April Swartout)		
14-90	H02	Resolution authorizing Health Department-Mann Technologies contract amendment for Health Information Systems support		
14-91	H03	Resolution authorizing Senior Services 2014 Senior Project FRESH payment and contract template		
	Repo	rt from Chairperson		
	PUBLI	C WORKS COMMITTEE		
	Tony Brown, Chairperson Mark Young, Vice Chairperson			
14-92	P01	Resolution authorizing Purchasing Manager to implement changes to cell phone service plan		
14-93	P02	Resolution appointing Kim Carlson, County Surveyor, as the Grant Administrator for the 2014 Remonumentation Grant		
	Report from Chairperson			
	LAUDATORY RESOLUTIONS			
14-619 14-620 14-621 14-622 14-623	Great Letition Steph	eorge Washington Carver VFW Post 3791 Commander Warren Jackson ter Flint Afro-American Hall of Fame a Hughley nan Wilson ce Greene		

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, by this Board of Commissioners of Genesee County, Michigan, that the request by the County Clerk/Register to authorize re-establishing and filling the Clerk's Office Legal Division Supervisor position, said position being vacant as of January 13, 2014, due to the individual holding that position having accepted another position, is granted (a copy of the memorandum request dated February 5, 2014, and supporting documentation being on file with the official records of the February 19, 2014, meeting of the Finance Committee of this Board).

BE IT FURTHER RESOLVED, that this Board of Commissioners finds that extenuating circumstances exist meriting waiver of the hiring freeze.

BE IT FURTHER RESOLVED, that 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

F021914VIIA CDB/ms 02-27-14 03-05-F01

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

LADIES AND GENTLEMEN:

RESOLUTION TO BORROW AGAINST ANTICIPATED DELINQUENT 2013 TAXES

WHEREAS, the Board of Commissioners of Genesee County, Michigan (the "County") has adopted a resolution establishing a Genesee County delinquent tax revolving fund (the "100% Tax Payment Fund" or "Fund") pursuant to Section 87b of Act No. 206 of the Public Acts of 1893, as amended ("Act 206"), and it appears desirable to borrow to fund a portion of the 100% Tax Payment Fund for the 2013 Delinquent Taxes; and

WHEREAS, the purpose of the 100% Tax Payment Fund is to allow the County Treasurer to pay from the Fund any or all delinquent taxes which are due and payable to the County, and any school district, intermediate school district, community college district, city, township, special assessment or drain district, or any other political unit or county agency (the "Taxing Units") for which delinquent tax payments are due on settlement day with the County, city or township treasurer; and

WHEREAS, it is necessary that the County borrow an amount not to exceed \$50,000,000 and issue its notes (the "Notes"), in part in anticipation of the collection of all or a portion of the 2013 Delinquent Taxes for deposit into the 100% Tax Payment Fund, and in part to establish a debt service reserve, if deemed appropriate by the County Treasurer.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. Authority to Issue Notes. The County, pursuant to Sections 87c and 87d of Act 206, shall borrow \$50,000,000 or any part thereof not exceeding (i) the total of the reasonably estimated amount of the 2013 Delinquent Taxes outstanding on March 1, 2014, exclusive of interest, fees and penalties, plus (ii) an amount not exceeding the sum of \$1,000,000 as a debt service reserve, if the County Treasurer deems the establishment of a reserve to be in the best interests of the County, and issue its "GENERAL OBLIGATION LIMITED TAX NOTES, SERIES 2014," payable from the collection of the 2013 Delinquent Taxes outstanding and unpaid on March 1, 2014 or such later date as determined by order of the County Treasurer (the "Funded Taxes") and such reserve, if established. The proceeds of the Notes representing the Funded Taxes shall be deposited in the 100% Tax Payment Fund and used as the whole or part of the Fund as provided below, and the establishment of the Fund is ratified and confirmed. The County Treasurer shall have discretion to determine that the Notes shall be issued in an aggregate amount of less than \$50,000,000, or a reserve be established.
- 2. <u>Note Details</u>. The Notes may be issued in one or more series, shall be dated as of such date or dates as shall be established by the County Treasurer as agent for the County, shall be registered as to principal and interest or shall be bearer notes at the discretion of the County Treasurer, shall be in denominations of \$5,000 or integral multiples of \$5,000, or as otherwise designated by order of the County Treasurer, numbered as determined by the County Treasurer or the transfer agent, and shall be payable as to principal at such times and in the principal amounts as the County Treasurer shall designate by order. The Notes shall be designated as

provided in Section 1. If issued in more than one series, the Treasurer may vary the series designation as she deems appropriate.

The County Treasurer is authorized on behalf of the County to determine whether each or any maturity of the Notes shall be subject to prior redemption at premiums not in excess of 1% of the face amount of redeemed Notes and on such dates and on such other basis as the County Treasurer shall designate by order. The County Treasurer is authorized on behalf of the County to determine the number of days' notice of prepayment that shall be given, and whether the notice shall be written or published, or both. Unless waived by any registered owner of Notes to be redeemed, official notice of redemption shall be given by the transfer agent on behalf of the County. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the Notes called for redemption are to be surrendered for payment; and that interest on the Notes or portions of Notes called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the transfer agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice is given as prescribed in this resolution.

The Notes shall bear interest at a fixed or variable rate or rates determined upon sale, not exceeding the maximum rate permitted by law, payable on such dates as the County Treasurer shall designate by order, by check drawn on the transfer agent mailed to the registered owner at the registered address, as shown on the registration books of the County maintained by the transfer agent, or by such other payment method as may be provided by order of the County Treasurer. Interest shall be payable to the registered owner of record as of the fifteenth day or last day of the month prior to the payment date for each interest payment, as designated by order of the County Treasurer. The date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the County to conform to market practice in the future or with respect to the particular structure of the Notes as finally issued. The principal of the Notes shall be payable at one or more banks or trust companies to be designated by order of the County Treasurer as transfer agent for this issue.

If any Notes of any series are to bear interest at a variable rate or rates, the County Treasurer is further authorized to establish by order, and in accordance with law, a means by which interest on such Notes may be set, reset or calculated prior to maturity, provided that such rate or rates shall be at no time in excess of the maximum interest rate permitted by applicable law. Such rates may be established by a formula that is determined with respect to an index or indices of municipal obligations, reported prices or yields on obligations of the United States, the prime rate or rates of a bank or banks selected by the County Treasurer or by any other method recommended by an investment banking firm or financial advisor selected by the County Treasurer that specializes in the setting of interest rates for variable rate obligations.

3. <u>Establishment of 2014 Collection Account; Defeasance</u>. There is established in the 100% Tax Payment Fund a 2014 General Obligation Limited Tax Note Collection Account (the "Account") into which Account the County Treasurer shall allocate on the County

Treasurer's books and records all payments received on account of the Funded Taxes as returned by any Taxing Unit to be used solely for payment of principal and interest on the Notes.

In the event cash or direct obligations of the United States or obligations the principal of an 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 redemption, the principal of and interest and premium, if any, on the Notes, shall be deposited in trust, this Resolution shall be defeased and the owners of the Notes shall have no further rights under this Resolution except to receive payment of the principal of and interest and premium, if any, on the Notes from the cash or securities deposited in trust and the interest and gains on the same and to transfer and exchange Notes as provided in this resolution.

- 4. <u>Pledged Funds</u>. All collections of the Funded Taxes, including all interest and penalties on the Funded Taxes, as well as all county property tax administration fees and any amounts received by the County from the Taxing Units as chargebacks or otherwise by reason of uncollectibility of delinquent taxes (the "Pledged Funds") and investment earnings on the foregoing, are pledged for the prompt payment of the principal of and interest and premium, if any, on the Notes and shall be used for no other purpose until such amounts are paid in full, except to pay the expenses of the borrowing to the extent not paid from the proceeds of the Notes as provided below.
- 5. <u>Limited Tax General Obligation Pledge</u>. The Notes, in addition, shall be a general obligation of the County of Genesee, secured by its full faith and credit, which shall include the County's limited tax obligation, within applicable constitutional and statutory limits, and its general funds. The County budget shall provide that if the pledged delinquent taxes and any other pledged amounts are not collected in sufficient amounts to meet the payments of principal, interest and premium, if any, due on these Notes, the County, before paying any other budgeted amounts, will promptly advance from its general funds sufficient money to pay that principal, interest and premium, if any, as a first budget obligation. The County may, after any such advance, reimburse itself from surplus Pledged Funds not currently needed to pay principal of and interest and premium, if any, on the Notes.
- 6. <u>County Treasurer as Agent.</u> The County Treasurer, pursuant to Section 87b, subsection 2, of Act 206 is designated as Agent for the County. The County Treasurer, as Agent for the County with respect to the Notes, is authorized to take any and all actions necessary or appropriate to accomplish the issuance of the Notes as provided in this resolution and as authorized by law.
- 7. <u>Use of Note Proceeds</u>. The County Treasurer shall use the proceeds of the Notes, together with any other available moneys, to continue payment of the 2013 Delinquent Taxes from the 100% Tax Payment Fund to the Taxing Units, as provided by law, and to pay the expenses of the borrowing, unless the same are paid from administration fees or other available moneys before application to debt service, as provided by Act 206.
- 8. <u>Authority to Establish and Use Note Reserve Fund</u>. If the County Treasurer directs that a reserve is to be established, there shall be created as a separate account on the books of the County Treasurer as part of the 100% Tax Payment Fund, a special fund designated as the 2014 General Obligation Limited Tax Note Reserve Fund (the "Note Reserve Fund"). The Note Reserve Fund, if created, shall be funded in an amount not to exceed \$1,000,000 as the

County Treasurer shall designate by order, which funds may be advanced from other County funds or from the 100% Tax Payment Fund or from the proceeds from the Notes, which proceeds are so appropriated. All moneys in the Note Reserve Fund are pledged to and shall be held solely for the repayment of the principal of and interest and premium, if any, on the Notes. The moneys on deposit in the Note Reserve Fund, if created, will be used to pay the principal of and interest and premium, if any, on the Notes, if the Pledged Funds are not collected in sufficient amounts to meet the debt service requirements promptly when due. Moneys in the Note Reserve Fund, if created, shall first be withdrawn for such payment before other County general funds are used to make such payment. The Note Reserve Fund may be invested pursuant to law. All income or interest earned by, or increment to, the Note Reserve Fund due to its investment or reinvestment shall be retained in the Account and used to pay currently due debt service requirements on the Notes, unless the County Treasurer shall determine that such investment income shall be otherwise employed. When the Note Reserve Fund is sufficient to retire the Notes and accrued interest thereon it may be so used.

9. Execution and Delivery of Notes; Transfer and Exchange. The County Treasurer shall execute the Notes on behalf of the County with her actual or facsimile signature and shall cause to be imprinted or impressed thereon the seal of the County or a facsimile of the seal. If a Note of any series is signed by facsimile signature then such Note shall not be valid until authenticated by an authorized officer of the transfer agent. The Notes shall be delivered to the transfer agent for authentication, if provided for, and shall then be delivered to the purchaser in accordance with instruction from the County Treasurer upon payment of the purchase price for the Notes in accordance with the bid or proposal for purchase when accepted. Executed blank Notes for registration and issuance to transferees shall simultaneously, and from time to time as necessary, be delivered to the transfer agent for safekeeping.

Any Note may be transferred upon the books required to be kept pursuant to this section by the person in whose name it is registered, in person or by his or her duly authorized attorney, upon surrender of the Note for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the transfer agent. Whenever any Note or Notes shall be surrendered for transfer, the transfer agent shall authenticate and deliver a new Note or Notes, for like aggregate principal amount. The transfer agent shall require the payment by the noteholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

10. <u>Note Form</u>. The Notes shall be in substantially the following form with such changes as the County Treasurer shall designate in accordance with this resolution:

NO	
110	

United States of America State of Michigan

COUNTY OF GENESEE GENERAL OBLIGATION LIMITED TAX NOTE SERIES 2014

		Date of	
Interest Rate	Date of Maturity	Original Issue	<u>CUSIP</u>
%		, 2014	
	(\$) Dollars	
promises to pay to the Amount specified about thereon (computed on Date of Original Issue paid, at the Interest Ra [semiannually/quarter] corporate trust office such other transfer a registered owner hereo Agent"). Interest on the month preceding maintained by the Truegistered address.	f Genesee, State of Michigan e Registered Owner specified ove, in lawful money of the ove, unless redeemed prior of the basis of a 360-day year of e specified above or such late the per annum specified above by/monthly] thereafter. Prince of	d above, or registered asset United States of Americal thereto as hereinafter proven sonsisting of twelve 30 dayer date to which interest here first payable on cipal of this note is payable on to any interest payment of the interest payment of th	rigns, the Principal ca on the Date of rided, with interest y months) from the las been paid, until, 20 and le at the principal, Michigan, or tice mailed to the date (the "Transfer of the day of loks of the County tered owner at the
property taxes for the "Funded Taxes"), together subdivisions therein, we resolution authorizing interest and penalties appayment of expenses amounts received by delinquent taxes and interest and premium County, by resolution	this issue are payable primare year 2013 outstanding and either with interest and penaltic which taxes are payable to the the notes, has pledged the of thereon, as well as all proper of the borrowing and certain the County as chargebacks investment earnings on the formation, if any, thereon. As additionally a payable was pledged its full faith and one pledged its full faith and of the part pledged its full faith and one pledged it	es thereon, levied by the Ce Treasurer of the County. Treasurer of the Funded Te ty tax administration fees the cain other administrative for otherwise by reason of the payment of the pa	1, 2014 (the County and political The County, in the Caxes, including all remaining after any expenses, and any funcollectibility of the notes and the tof the notes, the ebt service reserve

of and interest and premium, if any, thereon, and in case of insufficiency of the funds primarily pledged [and the reserve funds,] the County is obligated to pay this note from its general funds, including collections of any taxes which it may levy within applicable statutory or constitutional limitations.

Notes of this serie	s [maturing	1,	20] :	shall not	be subje	ect to
redemption prior to maturit	y. [Notes of this series	maturing on			_ 1, 20	_ and
1, 20	shall be subject to op					
on or after	1, 20, in who	le or part at t				
% of the principal an	nount being redeemed	in and	d%	of the pri	ncipal ar	noun
thereof in 20, plus accru	aed interest to the reder	nption date.]				

[Notice of the call for any such redemption, which shall identify the notes to be redeemed, shall be given by the Transfer Agent by mailing by the Transfer Agent a copy of the redemption notice by first-class mail not less than __ nor more than __ days prior to the redemption date to the registered owner of each note to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceedings for the redemption of notes. Upon the happening of the above conditions, the notes or portions thereof thus called shall not bear interest after the date fixed for redemption whether presented for redemption or not, provided funds are on hand with the Transfer Agent to redeem the same.

In case less than the full amount of an outstanding note is called for redemption, the Transfer Agent upon presentation of the note called in part for redemption shall register, authenticate and deliver to the registered owner a new note in the principal amount of the portion of the original note not called for redemption.]

This note is transferable only upon the books of the County kept for that purpose at the principal corporate trust office of the Transfer Agent by the registered owner hereof in person, or by his or her attorney duly authorized in writing, upon the surrender of this note together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or his or her attorney duly authorized in writing, and thereupon a new registered note or notes in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing the notes, and upon the payment of the charges, if any, therein prescribed.

It is hereby certified and recited that all acts, conditions and things required by law precedent to and in the issuance of this note, and the series of notes of which this is one, have been done and performed in regular and due time and form as required by law and that the total

indebtedness of the County, including this note and the series of notes of which this is one, does not exceed any constitutional or statutory debt limitation.

[This note is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this note has been executed by the Transfer Agent.]

IN WITNESS WHEREOF, the County of Genesee, State of Michigan, by its Board of Commissioners, has caused this note to be signed in the name of the County by [the facsimile signature of] the County Treasurer and a facsimile of the corporate seal of the County to be printed hereon, all as of the Date of Original Issue.

COUNTY OF GENESEE

	By: Its:	County Treasurer
(SEAL)		
CERTIFICA	ATE OF	AUTHENTICATION
This note is one of the notes describ	ed in th	e within-mentioned resolution.
		, Transfer Agent
ByAuthorized Signatory		
Date of Authentication:		
[Form of A	.ssignme	ent to be inserted here]

11. <u>Sale of Notes</u>. The County Treasurer is authorized to sell the Notes at public or private sale and to approve circulation of Preliminary and Final Official Statements or Offering Circulars describing the Notes.

If the Notes are sold at public sale, the County Treasurer is authorized to fix a date for sale of the Notes and to prepare and publish an Official Notice of Sale therefor as required by law in either *The Bond Buyer* of New York, New York, or such other publication printed in the English language and circulated in this State, which carries as a part of their regular service notices of sale of municipal bonds. Prior to such sale, the County Treasurer shall also by order make the determinations concerning the Notes delegated to the County Treasurer by this resolution.

If the Notes are sold at private sale, the County Treasurer is hereby authorized to obtain proposals from one or more financial institutions in consultation with the Financial Advisor, to evaluate the proposals received, and to negotiate sale of the Notes to the financial institution which the County Treasurer believes to be in the best interest of the County. The County Treasurer may, at her discretion, appoint a Placement Agent to assist the County in selecting a purchaser for the Notes.

In the alternative, if the County Treasurer determines that the most cost effective way to sell the Notes is by negotiated sale to an underwriter, then she is authorized, at her discretion, to select a managing underwriter for the Notes. The County assumes no obligations or liability to such financial institution or underwriter for any loss or damage that may result to the financial institution or underwriter from the adoption of this resolution, and all costs and expenses incurred by the financial institution or underwriter in preparing for sale of the Notes shall be paid from the proceeds thereof, if delivered, except as may be otherwise provided in the purchase agreement to be signed by the County at the time of sale of the Notes.

The County Treasurer shall further be authorized to arrange for additional security for the Notes, including the purchase of insurance or procurement of a letter of credit, to receive bids, award sale of the Notes, execute a purchase contract, and take all other steps necessary and desirable for issuance and delivery of the Notes.

- 12. <u>Commercial Paper Option</u>. As an alternative method of financing amounts necessary for implementation of the 100% Tax Payment Fund, the County Treasurer is authorized to issue commercial paper to evidence the necessary borrowing, upon the taking of all necessary precedent steps. In connection with the issuance of the Notes as commercial paper, the County Treasurer is authorized to specify by order details relating to the issuance and reissuance of the Notes as commercial paper, including without limitation, maximum maturities and interest rates.
- 13. <u>Sale to Michigan Finance Authority Authorized</u>. In addition to the other provisions of this resolution, and as an alternative method of sale, the Notes are authorized to be sold to the Michigan Finance Authority pursuant to Act No. 227 of the Public Acts of 1985 and other applicable statutory provisions, and to bear an original issue date, be payable in the amounts and on the dates, bear interest at the rates and otherwise be so structured as shall be determined by the County Treasurer in the order awarding the Notes, and the County Treasurer is authorized to take all necessary or desirable action and to execute such agreements or other documents as are necessary to effect such sale.

- 14. <u>Chargebacks</u>. The County Treasurer shall employ the chargeback provisions set out in Act 206, in the manner determined by the County Treasurer to best provide for the payment and security of the Notes.
- 15. <u>Issuance as Taxable or Tax-Exempt Notes</u>. Unless the County Treasurer determines, upon advice of note counsel, that the Notes may be issued on a tax-exempt basis, i.e., such that the interest on the Notes is excluded from the gross income of the holders of the Notes for federal income tax purposes, the Notes shall be issued on a taxable basis. If the Notes may be and are issued on a tax-exempt basis, i.e., such that the interest on the Notes is excludable from gross income of the holders of the Notes for federal income tax purposes, the County or the County Treasurer will take or abstain from taking all actions required by the Federal Internal Revenue Code and regulations under the Code as may be necessary to retain for the interest on the Notes the exclusion of interest from adjusted gross income for federal income tax purposes, including specifically all actions and abstention from actions as required by the Non-Arbitrage and Tax Compliance Certificate and related documents furnished in connection with the Notes.
- 16. Records. The County shall keep full and complete records of all deposits to and withdrawals from each of the funds and accounts in the 100% Tax Payment Fund and of all other transactions relating to the funds and accounts and of all investments of moneys in such accounts and the interest and gain derived from them.
- Book Entry Registration System. The County Treasurer is authorized to enter into an agreement with a custodian or trustee for the purpose of establishing a "book entry" system for registration of Notes to be fully registered. Pursuant to the provisions of such agreement, the Notes may be registered in the name of the custodian or trustee for the benefit of other persons or entities. Such agreement shall provide for the keeping of accurate records and prompt transfer of funds by the custodian or trustee on behalf of such persons or entities. The agreement may provide for the issuance by the custodian or trustee of certificates evidencing beneficial ownership of the Notes of such persons or entities, subject to the initial approval of the form of such certificate by the County Treasurer. For the purpose of payment of the principal of and interest on the Notes, the County may deem payment of such principal and interest, whether overdue or not, to the custodian or trustee, as payment to the absolute owner of such Notes. Pursuant to the provisions of such agreement, the book entry system for the Notes may be used for registration of all or a portion of the Notes and such system may be discontinued at any time by the County. The registrar and paying agent for the Notes may act as custodian or trustee for such purposes.
- 18. <u>Note Counsel.</u> Miller, Canfield, Paddock and Stone, P.L.C., is retained to serve as note counsel for the Notes. The County recognizes that Miller, Canfield, Paddock and Stone, P.L.C., has represented from time to time, and currently represents financial institutions and other potential participants in the financing process for unrelated projects, any of which might offer to purchase the County's Notes or to act as transfer agent for the Notes. The County appoints Miller, Canfield, Paddock and Stone, P.L.C. as note counsel notwithstanding the potential concurrent representation of any such bidder regarding any unrelated matter.
- 19. <u>Financial Advisor</u>. Stauder, Barch & Associates, Inc. is retained to serve as financial advisor to the County with respect to the issuance of the Notes.
- 20. <u>Continuing Disclosure</u>. The County Treasurer is authorized to execute and deliver a Continuing Disclosure Undertaking on behalf of the County in order to enable the

purchasers of the Notes to comply with of Rule 15c2-12 of the Securities and Exchange Commission SEC Rule 15c2-12 promulgated by the United States Securities and Exchange Commission. The Continuing Disclosure Undertaking shall be in substantially the form as the County Treasurer shall, in consultation with note counsel, determine to be appropriate.

- 21. Other Actions. In the event that the County Treasurer is not available to undertake responsibilities delegated to her under this resolution, then a person designated by the County Treasurer is authorized to take such actions. The officers, administrators, agents and attorneys of the County are authorized and directed to take all other actions necessary and convenient to facilitate issuance and sale of the Notes, and to execute and deliver all other agreements, documents and certificates and to take all other actions necessary or convenient to complete the issuance, sale and delivery of the Notes in accordance with this resolution, and to pay costs of issuance including but not limited to rating agency fees, costs of printing the preliminary and final official statements or offering circulars, publication of notices, transfer agent fees, note counsel fees, and any other costs necessary to accomplish sale and delivery of the Notes.
- 22. <u>Conflicts</u>. All resolutions and parts of resolutions conflicting with this resolution are repealed to the extent of any such conflict.

I certify that the foregoing is a true and complete copy of a resolution adopted Board of Commissioners of the County of Genesee, Michigan, at a Regular meeting I					
was conducted and public notice of the meeting was given pursuant to and in full co with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the of the meeting were kept and will be or have been made available as required by said Act.					
I further certify that the following	Members were present at the meeting:				
and that the following Me	embers were absent:				
I further certify that Memberresolution and that Member	moved for adoption of the supported the motion.				
	ng Members voted for adoption of the resolution:				
	and that				
the following Members voted against adop	otion of the resolution:				
	County Clerk/Register				

FINANCE COMMITTEE

F021914VIIB CDB/ms 02-27-14 03-05-F02

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 joint request by the County Controller and the Human Resources Director to authorize the transfer of responsibility for the Retirement Office from Human Resources, its current supervisory department, to the Controller's Office, is granted (a copy of the memorandum request dated February 7, 2014, being on file with the official records of the February 19, 2014, meeting of the Finance Committee of this Board).

BE IT FURTHER RESOLVED, that the Human Resources Director, the Controller and Corporation Counsel are authorized to perform the necessary acts to implement this transfer.

FINANCE COMMITTEE

F021914VIIC CDB/ms 02-27-14 03-05-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 by the Executive Director of Genesee County Community Action Resource Department ("GCCARD") to authorize modifying the existing pay scale for the Senior Services Program Assistant by adding three additional steps is approved.

BE IT FURTHER RESOLVED, that the request by the Executive Director to authorize re-establishing and filling the Senior Services Program Assistant position is also granted (a copy of the memorandum request dated January 30, 2014, and supporting documentation being on file with the official records of the February 19, 2014, meeting of the Finance Committee of this Board).

BE IT FURTHER RESOLVED, that this Board of Commissioners finds that extenuating circumstances exist meriting waiver of the hiring freeze.

BE IT FURTHER RESOLVED, that 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

F021914VIID CDB/ms 02-27-14 03-05-F04

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 February 19, 2014, by the Finance Committee of this Board authorizing the request by the Health Officer to convert position no. 60618 within the Community Health Division of the Health Department, previously established by Resolution no. 13-511 as a leave of absence position, into a permanent full-time Public Health Nutritionist II position (a copy of the memorandum request dated January 30, 2014, and supporting documentation being on file with the official records of the February 19, 2014, meeting of the Finance Committee of this Board).

BE IT FURTHER RESOLVED, that this Board further ratifies the finding of extenuating circumstances 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

F021914VIIE CDB/ms 03-23-14 03-05-F05

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 February 19, 2014, by the Finance Committee of this Board authorizing the request by the Health Officer to re-establish and fill a full-time secretary position within the Community Health Division of the Health Department, said position to be vacated March 28, 2014, due to the resignation of the individual holding the position (a copy of the memorandum request dated February 4, 2014, and supporting documentation being on file with the official records of the February 19, 2014, meeting of the Finance Committee of this Board).

BE IT FURTHER RESOLVED, that this Board further ratifies the finding of extenuating circumstances 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

F021914VIIF CDB/ms 02-27-14 03-05-F06

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 action taken February 19, 2014, by the Finance Committee of this Board authorizing re-establishing and filling the Public Health Information Systems Coordinator position within the Health Department, said position being vacant since September 2010 (a copy of the memorandum request dated February 14, 2014, and supporting documentation being on file with the official records of the February 19, 2014, meeting of the Finance Committee of this Board).

BE IT FURTHER RESOLVED, that this Board further ratifies the finding of extenuating circumstances 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

F021914VIIG CDB/ms 02-28-14 03-05-F07

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 action taken February 19, 2014, by the Finance Committee of this Board authorizing re-establishing and filling the Public Health Division Director position within the Health Department, said position having been vacated February 19, 2014 (a copy of the memorandum request dated February 11, 2014, and supporting documentation being on file with the official records of the February 19, 2014, meeting of the Finance Committee of this Board).

BE IT FURTHER RESOLVED, that this Board further ratifies the finding of extenuating circumstances 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

F021914VIIH CDB/ms 02-28-14 03-05-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, hereby ratifies the action taken February 19, 2014, by the Finance Committee of this Board authorizing re-establishing and filling the Environmental Health Division Environmental Health Supervisor position within the Health Department, said position having been vacated February 19, 2014 (a copy of the memorandum request dated February 11, 2014, and supporting documentation being on file with the official records of the February 19, 2014, meeting of the Finance Committee of this Board).

BE IT FURTHER RESOLVED, that this Board further ratifies the finding of extenuating circumstances 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

F021914VIII CDB/ms 02-28-14 03-05-F09

14-79 E GENESEI

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 action taken February 19, 2014, by the Finance Committee of this Board authorizing re-establishing and filling the Public Health Supervisor position within the Health Department, said position to be vacated as of March 6, 2014 (a copy of the memorandum request dated February 11, 2014, and supporting documentation being on file with the official records of the February 19, 2014, meeting of the Finance Committee of this Board).

BE IT FURTHER RESOLVED, that this Board further ratifies the finding of extenuating circumstances 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

F021914VIIJ CDB/ms 02-28-14 03-05-F10

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 action taken February 19, 2014, by the Finance Committee of this Board authorizing re-establishing and filling an IT Technician I position within the IT Department, said position having been vacated February 3, 2014 (a copy of the memorandum request dated February 4, 2014, and supporting documentation being on file with the official records of the February 19, 2014, meeting of the Finance Committee of this Board).

BE IT FURTHER RESOLVED, that this Board further ratifies the finding of extenuating circumstances 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

F021914VIIK CDB/ms 02-28-14 03-05-F11

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 Purchasing Manager to authorize the transfer of \$4,400.00 from the Salary Supervisor line item, 630.00.00.2332.30005.000, to the overtime account, 630.00.00.2332.30055.000 (a copy of the memorandum request dated February 5, 2014, being on file with the official records of the February 19, 2014, meeting of the Finance Committee of this Board).

BE IT FURTHER RESOLVED, that the Controller is authorized to perform the necessary acts to implement this transfer.

FINANCE COMMITTEE

F021914VIIL CDB/ms 02-28-14 03-05-F12

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 Veterans Treatment Court Administrator to authorize acceptance of the SCRAM Systems grant in the form of SCRAM Continuous Alcohol Monitoring equipment, daily monitoring and servicing activities, having a value up to \$14,500, to be utilized solely by the Veterans Treatment Court for registered veteran program participants for the period March 3, 2014 through December 31, 2014, is approved (a copy of the notification letter to be placed on file with the official records of the February 19, 2014, meeting of the Finance Committee of this Board).

FINANCE COMMITTEE
(On agenda with permission of Committee and Board Chairpersons)

F____ CDB/ms 02-27-14 03-05-F13

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 joint request by the County Controller and the IT Director to authorize the transfer of responsibility for county payroll processing and the employees performing the duties of payroll from the IT department, its current supervisory department, to the Controller's Office, is granted.

BE IT FURTHER RESOLVED, that the IT Director, Human Resources Director and the Controller are authorized to perform the necessary acts to implement this transfer.

FINANCE COMMITTEE (On agenda with permission of Committee and Board Chairpersons)

F____ CDB/ms 02-28-14 03-05-F14

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

LADIES AND GENTLEMEN:

WHEREAS, the County of Genesee, State of Michigan (the "County") desires to acquire and install computer hardware and software improvements (the "Equipment") in an amount not to exceed \$500,000; and

WHEREAS, under the provisions of Act No. 156, Public Acts of Michigan, 1851, as amended ("Act 156"), the County is authorized to enter into any contracts or agreements for the purchase of the personal property to be paid for in installments over a period of not to exceed the useful life of the property acquired as determined by resolution of the Board of Commissioners; and

WHEREAS, the outstanding balance of all purchases by the Municipality under Act 156, exclusive of interest, shall not exceed one and one-half percent (1.5%) of the equalized assessed value of the real and personal property in the County at the date of such contract or agreement; and

WHEREAS, purchase of the Equipment pursuant to an installment purchase agreement will not result in the outstanding balance of all such purchases in excess of the limitation contained within Act 156 as set forth above; and

WHEREAS, the County has solicited bids from financial institutions for the financing of the of the purchase of the Equipment; and

WHEREAS, the County desires to enter into an Installment Purchase Agreement (the "Agreement") between the County, Dell Computer Corporation (the "Vendor') and

JPMorgan Chase Bank, N.A. (the "Bank") relating to the purchase and financing of the Equipment in substantially the form attached to this Resolution;

WHEREAS, the Agreement shall provide for payment of the financed cost of the Equipment in an amount not to exceed \$500,000 (the "Financed Price"), which is payable in three (3) annual principal installments at an interest rate of not to exceed 2% per annum or less with a final term of not to exceed three (3) years;

WHEREAS, the Agreement is to be assigned to the Bank; and

WHEREAS, it is necessary to approve the Agreement and authorize the County Controller and Chairman of the County Board to finalize the terms of the Agreement, approve the form of the Agreement and other related documentation.

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. The County Board hereby determines that the purchase of the Equipment constitutes a public purpose of the County.
- 2. The Agreement is hereby approved substantially in the form attached hereto. The County shall incur the debt described in the Agreement through execution of one or more Agreements by the officers authorized below which debt shall consist of the Financed Price which shall be payable in annual installments with interest thereon at a rate of not to exceed 1.45% per annum. The installments of interest and installments of principal shall be payable as specified in the Agreement, provided that the final maturity shall not be greater than three (3) years from the date of issue. The County may enter into one or more Agreements with the Bank and Vendor provided that the total amount of debt to be incurred shall not exceed the Financed Price.

- 3. The County Controller and Chairman of the County Board are each hereby authorized and directed to negotiate and complete the final terms of the Agreement subject to the parameters in this Resolution, execute the Agreement and deliver it to the Vendor, substantially in the form on file attached hereto with such additions, changes and modifications as shall be approved by the County's Bond Counsel.
- 4. The useful life of the Equipment is hereby determined to be not less than three (3) years.
- 5. The County Controller and Chairman of the County Board are each hereby directed and authorized to execute such additional documentation as shall be necessary to effectuate the closing of the Agreement and the assignment thereof.
- 6. The assignment of the Agreement by the Vendor to the Bank is hereby approved.
- 7. The County hereby agrees to include in its budget for each year commencing with this fiscal year, a sum which will be sufficient to pay the principal of and interest on the Agreement coming due before the next fiscal year. In addition, the County hereby pledges to levy ad valorem taxes on all taxable property in the County each year in an amount necessary to make its debt service payments under the Agreement, subject to applicable constitutional and statutory tax rate limitations.
- 8. The County hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exemption of the interest on the obligations under the Agreement from general federal income taxation (as opposed to alternative minimum or other indirect taxation) under the Internal Revenue Code of

1986, as amended, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of proceeds of the Agreement and moneys deemed to be proceeds.

- 9. The representation of the County by Miller, Canfield, Paddock and Stone, P.L.C. as bond counsel is hereby approved, notwithstanding Miller, Canfield's periodic representation of the potential parties to the transaction, including JPMorgan Chase Bank, N.A., in unrelated matters.
- 10. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES:	Members	
NAYS:	Members	
RESOLUT	ION DECLARED ADOPTED.	
		County Clerk/Register

FINANCE COMMITTEE (On agenda with permission of Committee and Board Chairpersons)

F____ CDB/ms 02-28-14 03-05-F15

CERTIFICATE

I hereby certify that the foregoing is a true and complete copy of a resolution
adopted by the County Board of the County of Genesee, State of Michigan, at a regular
meeting held on, 2014 and that the meeting was conducted and
public notice of the meeting was given pursuant to and in full compliance with the Open
Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of the
neeting were kept and will be or have been made available as required by the Act.
County Clerk/Register

EXHIBIT A

INSTALLMENT PURCHASE AGREEMENT

(Agreement No)	
	Dated as of
THIS AGREEMENT, which is by and among the Purchaser identified below (the "Purchaser"), the Vendor identified below (the "Vendor"), and JPMorgan Chase Bank, N.A., as assignee of the Vendor (the "Assignee"), is as follows:	
Purchas	ser: County of Genesee
Vendor	: Dell Computer Corporation
1. Purchase Price, Title and Useful Life. The Purchaser agrees to purchase and Vendor agrees to sell, provide and deliver the personal property described on Schedule A-1 attached hereto and made a part hereof (collectively, the "Property") as set forth in the Purchaser's purchase order identified below (the "Specifications") for the purchase price identified below (the "Purchase Price"). The Purchase Price will be payable to the Assignee (as the assignee of this Agreement in accordance with Paragraph 2 hereof) in the principal installments and on the dates specified below and as set forth on the attached Exhibit A. The Purchaser shall pay interest on the unpaid balance of the Purchase Price to the Assignee (as the assignee of this Agreement in accordance with Paragraph 2 hereof) at the rate of interest specified below from the date funds are delivered by the Assignee as set forth in Paragraph 3 hereof, computed on the basis of a 360 day year which interest shall be payable as set forth below commencing on the date set forth below through the final date of payment of this Agreement, as set forth on Exhibit A.	
	Purchase Order Number and/or Date
	Purchase Price: \$
	Installment Term: months
	Frequency of Principal Payments: in arrears
	First Principal Payment Due:
	Interest Rate:% per annum
	Frequency of Interest Payments: in arrears
	First Interest Payment Due:
	Purchaser may not prepay its obligations under this Agreement in whole or in part.

Upon delivery and acceptance of the Property by the Purchaser, title to the Property shall vest in the Purchaser. The Purchaser agrees that the useful life of the Property is at least equal to or longer than the Installment Term set forth above.

2. <u>Assignment to Assignee</u>. In consideration for Assignee's agreement to pay the amount of the Purchase Price in accordance with Paragraph 3 below, the Vendor hereby immediately and irrevocably assigns and sells to Assignee (and Assignee's successors and assigns) all of Vendor's present and future right, title and interest in and to this Agreement and the principal and interest payments due and payable by the Purchaser under this Agreement, to have and to hold for its and their own use and benefit forever. Vendor's present and future right, title and interest in and to this Agreement and the principal and interest payments due and payable by the Purchaser under this Agreement shall be referred to, collectively, as the "Assigned Property".

The above sale and assignment is intended to be an absolute and unconditional sale and is not intended as a loan by the Assignee to the Vendor. Accordingly, in the event of bankruptcy of the Vendor, the Assigned Property shall not be part of the Vendor's estate. However, if the above sale and assignment is deemed to be a loan by the Assignee to the Vendor, then the Vendor shall be deemed to have granted to the Assignee, and hereby grants to the Assignee, a continuing first priority security interest in the Assigned Property and all proceeds thereof as collateral security for all obligations of the Vendor and the Purchaser under this Agreement, and this Agreement shall be deemed a security agreement with respect to such loan.

The Purchaser shall cause the Assignee to pay the Vendor upon delivery and acceptance of the Property. The Purchaser hereby consents to said assignment, except with respect to the warranties and other obligations of the Vendor set forth in Paragraphs 3 through 6, inclusive, of this Agreement, all of which shall remain the sole responsibility of the Vendor and shall not be assignable. With respect to the Assignee, the Purchaser hereby waives any defenses based upon warranty, failure or inability of the Vendor to perform its non-assignable obligations or the failure of the Property to perform their intended function. The Purchaser's obligation to the Assignee is absolute and unconditional and shall remain in full force and effect until the full amount of the Purchase Price together with interest thereon shall have been paid by the Purchaser to the Assignee, and such obligation shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation any of the following:

- (a) Any failure of title with respect to the Vendor's or the Purchaser's interest in the Property specified herein or the invalidity, unenforceability or termination of this Agreement;
- (b) The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in this Agreement;
- (c) The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all of the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of other similar proceedings affecting the Vendor or any of its assets or any allocation or contest of the validity of this Agreement, or the disaffirmance of this Agreement in any such proceeding;
- (d) To the extent permitted by law, any event or action which would, in the absence of this clause, result in the release or discharge by operation of law of the Vendor from the performance or observation of any obligation, covenant or agreement contained in this Agreement; or

(e) The default or failure of the Vendor fully to perform any of its obligations set forth in this Agreement.

It is expressly agreed among the Vendor, the Purchaser and the Assignee, by acceptance of the assignment of this Agreement, that the Purchaser shall make all payments of principal and/or interest directly to the Assignee.

- 3. <u>Date of Acceptance</u>. The date of acceptance for the Vendor shall be the date when all of the Property has been delivered to the Purchaser in accordance with the Specifications and the Purchaser has accepted the delivery of the Property in writing. The Purchaser agrees that it will confirm its acceptance of the delivered Property by its execution and delivery of a Certificate of Acceptance in the form attached hereto as <u>Exhibit B</u>. Upon such acceptance, the Purchaser shall notify the Assignee, in writing, that the Assignee shall immediately disburse the sums owing to the Vendor.
- 4. Warranties and Representations. Vendor warrants its Property as set forth in the Specifications and pursuant to the manufacturer's warranties and warrants its assembly of the Property. Any warranties with respect to the Property shall not be assigned to the Assignee, but shall remain enforceable by the Purchaser against, and shall be performed solely by, the Vendor. ASSIGNEE MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE PROPERTY OR AS TO THE VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY OF ANY OF THE PROPERTY. The Purchaser agrees that (a) the Assignee has no liability for the delivery or installation of any Property, (b) the Assignee assumes no obligation with respect to any manufacturer's or Vendor's product warranties or guaranties, (c) neither the Vendor nor any manufacturer or any representative of said parties is an agent of the Assignee, and (d) any warranty, representation, guaranty or agreement made by any manufacturer or by the Vendor or any representative of said parties shall not be binding upon the Assignee.

In connection with the Vendor's sale and assignment of the Assigned Property to the Assignee, the Vendor hereby represents to the Assignee that: (i) the Vendor has the power, authority and legal right to execute, deliver and perform this Agreement, which does not breach the provisions of the Vendor's certificate or articles of incorporation or by-laws or any material agreement by which the Vendor or its property is bound; (ii) there is no legal action or proceeding before any court or governmental body pending against the Vendor which involves in any way this Agreement or the Assigned Property; (iii) to the best of the Vendor's knowledge, the provisions of this Agreement do not violate any state or federal law applicable to the Vendor; (iv) good and marketable title to the Assigned Property has been duly vested in the Assignee free and clear of any liens, security interests or other encumbrances other than the rights of the Purchaser under this Agreement; (v) the Vendor has not sold, assigned or transferred any of the Assigned Property or any interest therein to any party other than the Assignee; (vi) the Vendor has delivered to the Assignee all of the signed originals of this Agreement; and (vii) this Agreement, together with all signatures appearing thereon, is genuine, is in full force and effect, and is a valid and legally binding agreement of the Vendor.

In order to induce the Vendor and the Assignee to enter into this Agreement, the Purchaser hereby represents to the Vendor and the Assignee that: (1) the Purchaser has the power, authority and legal right to execute, deliver and perform this Agreement, which does not breach the provisions of any material agreement by which the Purchaser is bound; (2) there is no legal action or proceeding before any court or governmental body pending against the Purchaser which involves in any way this Agreement or the Property; (3) this Agreement is authorized under, and the authorization, execution and delivery of this Agreement complies with, all federal, state and local laws and regulations applicable to the Purchaser (including, but not limited to, all open meeting, public bidding and property acquisition laws); and (4) this Agreement, together with all signatures appearing thereon, is genuine, is in full force and effect, and is a valid and legally binding agreement of the Purchaser.

- 5. <u>Entire Agreement</u>. This Agreement and the documents expressly incorporated by reference herein constitute the <u>entire</u> agreement of the parties regarding the sale of the Property and its financing. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are hereby terminated.
- 6. <u>Amendments</u>. Any attempt to modify the terms of this Agreement or of any supporting document shall be ineffectual unless in writing, signed by all parties and the Purchaser agrees to secure the consent of Assignee to any such modifications, provided that the consent of the Vendor to the modification of any of the terms of payment of the Purchase Price or interest thereon by the Purchaser to the Assignee shall not be required.
- 7. <u>Security and Tax Covenant</u>. The obligation of the Purchaser to pay principal and interest under this Agreement is a general obligation of the Purchaser. The Purchaser shall include in its budget and pay each year, until this Agreement is paid in full, such sum as may be necessary each year to make all payments hereunder when due.

The Purchaser is a political subdivision, as such term is used in Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") of the State of Michigan (the "State"), and Purchaser's obligation under this Agreement constitutes an enforceable obligation issued on behalf of a political subdivision of the State. The Purchaser covenants that it shall comply with all requirements of the Code, that must be satisfied subsequent to delivery of this Agreement in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes, including, but not limited to, complying with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, keeping a complete and accurate record of any assignments of this Agreement and executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by the Assignee.

- 8. Further Assignments. The Assignee may further assign its rights, title and interest in and to the Assigned Property, and/or may grant or assign a security interest in the Assigned Property, in whole or in part, to any party at any time. Any such assignee or lienholder (a "Transferee") shall have all of the rights of the Assignee under this Agreement. An assignment or reassignment of any of Assignee's right, title or interest in the Assigned Property shall be enforceable against the Purchaser only after the Purchaser receives a written notice of assignment which discloses the name and address of each such Transferee; provided, that such notice of any further assignment shall not be so required if the Assignee assigns the Assigned Property to JPMORGAN CHASE & CO. or any of its direct or indirect subsidiaries. The Purchaser shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. The Purchaser agrees to acknowledge in writing any such assignments if so requested.
- 9. <u>Financial Information</u>. Within 30 days of their completion in each fiscal year of the Purchaser during the term of this Agreement, the Purchaser will deliver to the Assignee upon its written request the publicly available annual financial information of the Purchaser.
- 10. <u>Legislative Authorization</u>. The Purchaser represents that this Agreement is made in accordance with and pursuant to Section 11b of Act 156, Public Acts of Michigan, 1851, as amended (hereinafter, the "Installment Purchase Law"). Buyer represents, warrants and covenants that this Agreement currently complies with the Installment Purchase Law, and shall comply at all times with the Installment Purchase Law. The Purchaser represents that the outstanding balance of this Agreement plus all installment purchase agreements of Buyer that are subject to the Installment Purchase Law do not exceed 1-1/2% of the equalized assessed value of

the real and personal property within the boundaries of the Purchaser, as such terms are used in the Installment Purchase Law.

11. Notices. Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, (d) only if to Purchaser or Vendor, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid, and (e) upon receipt if delivered by confirmed facsimile. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any Party may change its address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision. Notices shall be addressed as follows:

A 44 4 i	If to the Vendor:
A 44 - 114 i - 114	
A 44 4 :	
	Attention:
Attention.	Fax:

(ii) <u>If to the Purchaser:</u>

Genesee County 1101 Beach Street Flint, MI 48502

Attention: Keith Francis, Controller

Fax: 810-257-3560

(iii) If to the Assignee:

JPMorgan Chase Bank, N.A. 1111 POLARIS PARKWAY, SUITE A-3 COLUMBUS, OHIO 43240

Attention: GNPH Operations Manager

Fax Number: 866-276-4068

- 12. <u>Counterparts</u>. This Agreement may be signed in any number of counterparts.
- 13. <u>Waiver of Immunity</u>. To the extent permitted by law, the Purchaser hereby expressly and irrevocably waives any immunity (including sovereign, crown or similar immunity) and any defenses based thereon from any suit, action or proceeding or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) in any forum with respect to this Agreement and the transactions contemplated hereby. Assignee shall have and be entitled to all available legal and equitable remedies, including the right to specific performance, money damages, and injunctive and declaratory relief.

<u>JURY WAIVER</u>: ALL PARTIES TO THIS AGREEMENT WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS AGREEMENT.

	As the Vendor
	Ву
	Its
	As the Purchaser
	By: Keith Francis, County Controller
JPMORGAN C As the Assignee	HASE BANK, N.A.
Its	

EXHIBIT A

		(Agreement #)	
	PRI	NCIPAL AND INTERE	ST PAYMENT SCHEDULE	
Date	Principal	Interest	Total Payment	Principal Balance

SCHEDULE A-1

(Agreement #)
Description of Property	

EXHIBIT B

CERTIFICATE OF ACCEPTANCE

Installment P	urchase Agreement dated	(Agreement #)
Purchaser:	County of Genesee		
Vendor:	Dell Computer Corporation		
Assignee:	JPMorgan Chase Bank, N.A.		
and delivered part of the Ag	by the above Purchaser, the above ve	t Purchase Agreement ("Agreement"), which endor and the above Assignee. This Certifica erein, capitalized terms defined in the Agreer	te is hereby made a
Purchaser and Property; (b)	d the Assignee, the Purchaser hereby	of the Acceptance Date stated below and as bagrees that: (a) the Purchaser has received an purposes of the Agreement; and (c) the Purchaser	id inspected all
	ACCEPTANCE DATE	3:	
agree: (a) that Purchaser materials obligations of	at the foregoing acceptance shall not be ay have against the Vendor with regar of the Vendor or any manufacturer of the	TIONS. The Purchaser and the Assignee ack be interpreted or construed to limit or restrict of the definition of the Specifications or any warranti- the Property; and (b) that the Vendor shall re- tions and under Paragraphs 3 through 6, inclus	any rights that the es or service main obligated to
3. Athe Assigned Vendor.	AUTHORIZATION TO PAY THee to pay the Purchase Price in the	E PURCHASE PRICE. The Purchaser ne amount stated in Paragraph 1 of the	hereby authorizes Agreement to the
commence p	ayment of the principal installments a	S. The Purchaser hereby agrees that the Purchand interest in the amounts and on the dates stion of the Purchaser is absolute and unconditions.	pecified in Exhibit
(Purchaser)			
By: Keith F	rancis		
Title: Count	ty Controller		

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 \$4,609,038.63 for the period ending February 7, 2014, including \$125,583.63 from the General Fund; and \$313,131.34 for the period ending February 14, 2014, including \$97,390.34 from the General Fund.

GOVERNMENTAL OPERATIONS COMMITTEE

G022614VIIA ACT:ms 02-28-14 03-05-G01

G01

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

LADIES AND GENTLEMEN:

WHEREAS, the Genesee County Human Resources Director has negotiated a proposed Tentative Collective Bargaining Agreement, concluding June 30, 2015, with the American Federation of State, County and Municipal Employees (AFSMCE), Local 916, Chapters 01, 02, 03, 04, 08, 09, and 10, the provisions of said Agreement being summarized in the outline document captioned:

TENATIVE AGREEMENT HIGHLIGHTS AFSCME LOCAL 916, Ch. 01, 02, 03, 04, 08, 09, 10

(a copy of which is on file with the official records of the February 26, 2014, meeting of the Governmental Operations Committee of this Board).

NOW, THEREFORE, BE IT RESOLVED, by this Board of Commissioners of Genesee County, Michigan, that the aforesaid Tentative Collective Bargaining Agreement as negotiated by the Human Resources Director is hereby approved and ratified, and the Human Resources Director is authorized and directed to sign the Collective Bargaining Agreement document for and on behalf of Genesee County, Michigan, and to deliver a copy of the Agreement document, when signed by all parties thereto, to the County Clerk, who is hereby directed to place a copy of the fully signed Agreement document on file with the official proceedings of this Board.

GOVERNMENTAL OPERATIONS COMMITTEE

G022614VIIB ACT:ms 02-28-14 03-05-G02

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 February 26, 2014, by the Governmental Operations Committee of this Board authorizing the Chief Animal Control Officer to apply for a Pedigree Shelter Renovation Grant from Mars Petcare US, Inc., and that the execution of the grant agreement by the Board Chairperson on behalf of Genesee County is also ratified (a copy of the memorandum request dated February 24, 2014, and supporting documentation being on file with the official records of the February 26, 2014, meeting of the Governmental Operations Committee of this Board).

GOVERNMENTAL OPERATIONS COMMITTEE

G022614VIIC ACT:ms 02-28-14 03-05-G03

G03

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

LADIES AND GENTLEMEN:

WHEREAS, on February 5, 2014, this Board of Commissioners of Genesee County, Michigan, appointed Ms. Stepheni Lazar to the position of Genesee County Chief Animal Control Officer.

NOW THEREFORE, BE IT RESOLVED, that Ms. Lazar's appointment is for a two year term ending February 4, 2016.

BE IT FURTHER RESOLVED, the duties of the position of Chief Animal Control Officer shall include, without limitation, any duties prescribed by the Board of County Commissioners.

BE IT FURTHER RESOLVED, that Ms. Lazar's base annual salary for the position of Chief Animal Control Officer shall be \$57,878, effective as of the date of her appointment, and that unless and until rescinded or modified by action of this Board subsequent to the adoption of this resolution, she shall receive in addition to that base salary, all other allowances and benefits presently in effect for County Department Heads in general, in accordance with, and subject to, established County personnel policies, and subject to such variations in benefits as are dependent upon date of commencement of County employment.

BE IT FURTHER RESOLVED, that, as an appointee pursuant to statute, Ms. Lazar shall be subject to termination for cause at any time during her above appointed term, and that in all other respects the position of Chief

Animal Control Officer is a position designated as "exempt" under the County's personnel policies.

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

G_ ACT:ms 02-28-14 03-05-G04a

G04a

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 approve overnight travel and attendance by Dr. Gary Johnson to the Michigan STD Update Conference in Grand Rapids, MI for the period March 11-121, 2014, funded from county account no. 221.00.00.6010.46495, is approved (a copy of the memorandum request dated February 19, 2014, and supporting documentation being on file with the official records of the February 19, 2014, meeting of the Human Services Committee of this Board).

BE IT FURTHER RESOLVED that the request by the Health Officer to approve overnight travel and attendance by Health Department employee April Swartout, Public Health Program Coordinator for the EPC Training and face-to-face meeting in Gaylord, MI, for the period June 3-4, 2014, said attendance being strongly encouraged and, except for transportation, funded by the MDCH Office of Public Health Preparedness, is approved (a copy of the memorandum request dated February 6, 2014, and supporting documentation being on file with the official records of the February 19, 2014, meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H021914VIIA1 & 3 CDB:ms 02-27-14 03-05-H01

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 Health Officer to authorize amendment of the contract with Mann Technologies, pursuant to which the vendor will provide to the Health Department support of its electronic medical records system and maintenance of its environmental food service electronic reporting program, pending Health Department recruitment of a Network Coordinator, for the period February 20, 2014 through September 30, 2014, at a cost not to exceed \$35,000, is approved (a copy of the memorandum request dated February 19, 2014, and Contract Amendment being on file with the official records of the February 19, 2014, meeting of the Human Services Committee of this Board), and the Chairperson of this Board is authorized to sign the Contract Amendment on behalf of Genesee County.

HUMAN SERVICES COMMITTEE

H021914VIIA2 CDB:ms 02-27-14 03-05-H02

H₀2

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 Senior Services Director to approve the 2014 Senior Project FRESH payment and contract template is approved (a copy of the memorandum request dated February 7, 2014, supporting documentation and contract template being on file with the official records of the February 19, 2014, meeting of the Human Services Committee of this Board).

HUMAN SERVICES COMMITTEE

H021914VIIB1 CDB:ms 02-27-14 03-05-H03

H03

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 Purchasing Manager to authorize the following changes to the County's cell phone service plans with Sprint is approved:

17 cell phone numbers that have had no activity for the past 12 months will be deactivated.

4 cell phone numbers will be deactivated, as they are no longer in use.

 4 cell phone numbers will be put on standby for one month, and will be deactivated at the end of the month if still appears that they are no longer in use.

(a copy of the memorandum request dated February 20, 2014, and supporting documentation being on file with the official records of the February 26, 2014, meeting of the Public Works Committee of this Board).

PUBLIC WORKS COMMITTEE

P022614VIA ACT:ms 02-28-14 03-05-P01

P01

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, Kim Carlson, the elected County Surveyor, is appointed to serve as the Remonumentation Grant Administrator and is authorized to execute the 2014 Remonumentation Grant application and contract, and that the Chairperson is authorized to execute the appointment documentation on behalf of Genesee County (Request dated February 20, 2014, and supporting documentation on file with the minutes of the February 26, 2014, meeting of the Public Works Committee).

PUBLIC WORKS COMMITTEE

P0222614VIB ACT:ms 02-28-14 03-05-P02

P02