INGHAM COUNTY BOARD OF COMMISSIONERS REGULAR MEETING – 6:30 P.M. COMMISSIONERS ROOM, COURTHOUSE 341 SOUTH JEFFERSON, MASON, MICHIGAN 48854 PUBLIC PARTICIPATION OFFERED VIA ZOOM AT: HTTPS://INGHAM.ZOOM.US/J/86246962326

AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. TIME FOR MEDITATION
- V. APPROVAL OF THE MINUTES FROM **NOVEMBER 12, 2024**
- VI. ADDITIONS TO THE AGENDA
- VII. PETITIONS AND COMMUNICATIONS
 - 1. A LETTER FROM KAI CHRISTIANSEN RESIGNING FROM THE INGHAM COUNTY FAIR BOARD OF DIRECTORS
 - 2. A LETTER FROM NICK LENTZ RESIGNING FROM THE INGHAM COUNTY PARKS COMMISSION
 - 3. A LETTER FROM KATREVA BISBEE RESIGNING FROM THE INGHAM COUNTY HEALTH CENTERS BOARD
 - 4. A NOTICE OF PUBLIC HEARING FROM THE CITY OF LANSING REGARDING THE APPROVAL OF THE TRANSFORMATIONAL BROWNFIELD PLAN #87 NEW VISION LANSING
- VIII. LIMITED PUBLIC COMMENT
- IX. CLARIFICATION/INFORMATION PROVIDED BY COMMITTEE CHAIRS
- X. CONSIDERATION OF CONSENT AGENDA
- XI. COMMITTEE REPORTS AND RESOLUTIONS
- 5. COUNTY SERVICES AND FINANCE COMMITTEES RESOLUTION TO AUTHORIZE AN AGREEMENT FOR THE CONSTRUCTION OF PART OF THE OKEMOS CONSOLIDATED DRAIN WITHIN THE ROAD RIGHTS-OF-WAY AND EXECUTE AN ASSIGNMENT AND ASSUMPTION OF DRAINAGE EASEMENT
- 6. COUNTY SERVICES AND FINANCE COMMITTEES RESOLUTION TO APPROVE THE PURCHASE OF BEYONDTRUST EPM SECURITY SOFTWARE FROM CDW-G
- 7. COUNTY SERVICES AND FINANCE COMMITTEES RESOLUTION TO APPROVE A HARDWARE MAINTENANCE AGREEMENT FROM CDW-G

- 8. COUNTY SERVICES AND FINANCE COMMITTEES RESOLUTION TO AUTHORIZE CARPET REPLACEMENT AT THE INGHAM COUNTY FAMILY CENTER
- 9. COUNTY SERVICES AND FINANCE COMMITTEES RESOLUTION TO APPROVE RECLASSIFICATION REQUESTS FOR ICEA COUNTY PROFESSIONALS UNIT, UAW TOPS UNIT, AND MNA UNIT EMPLOYEES
- 10. COUNTY SERVICES AND FINANCE COMMITTEES RESOLUTION TO AUTHORIZE ACCEPTANCE OF \$1,500,000 OF STATE OF MICHIGAN APPROPRIATIONS FOR KIRBY ROAD/KINNEVILLE ROAD PROJECT
- 11. COUNTY SERVICES AND FINANCE COMMITTEES RESOLUTION AUTHORIZING COMMISSIONER COMPENSATION FOR 2025 THROUGH 2028
- 12. COUNTY SERVICES AND FINANCE COMMITTEES RESOLUTION APPROVING 2025-2027 COMPENSATION FOR NON-JUDICIAL COUNTY-WIDE ELECTED OFFICIALS
- 13. COUNTY SERVICES AND FINANCE COMMITTEES RESOLUTION TO AMEND RESOLUTION #24-492 FOR TAX LEVIES RATES FOR THE ELDER PERSONS, BASIC HEALTH SERVICES. AND HOUSING AND HOMELESS MILLAGES
- 14. FINANCE COMMITTEE RESOLUTION APPROVING VARIOUS CONTRACTS FOR THE 2025 BUDGET YEAR
- 15. COUNTY SERVICES, HUMAN SERVICES AND FINANCE COMMITTEES –
 RESOLUTION APPROVING CONTRACT OF LEASE AND SUBLEASE FOR THE
 COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON-EATON-INGHAM
 COUNTIES PROJECT
- 16. HUMAN SERVICES AND FINANCE COMMITTEES RESOLUTION TO AUTHORIZE A HEALTH SERVICES MILLAGE CONTRACT WITH THE INGHAM HEALTH PLAN CORPORATION
- 17. HUMAN SERVICES AND FINANCE COMMITTEES RESOLUTION TO AUTHORIZE AMENDMENT #1 TO THE 2024 2025 EMERGING THREATS MASTER AGREEMENT WITH THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE DELIVERY OF PUBLIC HEALTH SERVICES UNDER THE MASTER AGREEMENT
- 18. HUMAN SERVICES AND FINANCE COMMITTEES RESOLUTION TO AUTHORIZE AN AGREEMENT WITH TRUE SCREEN
- 19. HUMAN SERVICES AND FINANCE COMMITTEES RESOLUTION TO AUTHORIZE AMENDING RESOLUTION #24-452 FOR THE 2024 -2025 MASTER AGREEMENT WITH MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE DELIVERY OF PUBLIC HEALTH SERVICES UNDER THE COMPREHENSIVE AGREEMENT
- 20. HUMAN SERVICES AND FINANCE COMMITTEES RESOLUTION TO AUTHORIZE RENEWING AN AGREEMENT WITH DR. MUHUMMAD KANG FOR PODIATRY SERVICES
- 21. HUMAN SERVICES AND FINANCE COMMITTEE RESOLUTION TO ADOPT AN OPIOID SETTLEMENT SPENDING PLAN

- 22. LAW & COURTS AND FINANCE COMMITTEES RESOLUTION TO AUTHORIZE CONTRACTS WITH IDENTIFIED SERVICE PROVIDERS AS AUTHORIZED BY THE JUSTICE MILLAGE
- 23. LAW & COURTS AND FINANCE COMMITTEES RESOLUTION TO REPLACE A HOIST AT THE INGHAM COUNTY SHERIFF'S OFFICE
- 24. LAW & COURTS AND FINANCE COMMITTEES RESOLUTION TO AUTHORIZE A CONTRACT WITH ASCENTTRA INC. TO PROVIDE THREE ADVANCED EXERCISE DEVELOPMENT AND EVALUATION TRAINING COURSES
- 25. LAW & COURTS AND FINANCE COMMITTEES RESOLUTION TO AUTHORIZE A CONTRACT RENEWAL AGREEMENT WITH DEDRONE FOR THE REGION 1 DRONE DETECTION SYSTEM SOFTWARE
- 26. LAW & COURTS AND FINANCE COMMITTEES RESOLUTION TO AUTHORIZE A CONTRACT WITH THE STATE OF MICHIGAN ACCEPTING THE FY 2024 HOMELAND SECURITY GRANT PROGRAM FUNDS AND MAKE INGHAM COUNTY THE FIDUCIARY AGENT FOR MICHIGAN HOMELAND SECURITY REGION 1
- 27. LAW & COURTS AND FINANCE COMMITTEES RESOLUTION TO AUTHORIZE AN EQUIPMENT PURCHASE AGREEMENT WITH UNMANNED VEHICLE TECHNOLOGIES TO PURCHASE A DJI MAVIC 3 THERMAL ENTERPRISE DRONE SYSTEM
- 28. LAW & COURTS AND FINANCE COMMITTEES RESOLUTION TO AUTHORIZE UPGRADE THE AUDIO PROCESSOR AND OTHER COURTROOM TECHNOLOGY IN COURTROOMS 7 AND 8
- 29. LAW & COURTS AND FINANCE COMMITTEES RESOLUTION TO AUTHORIZE THE INGHAM COUNTY 55TH DISTRICT COURT TO ACCEPT A GRANT AWARD FROM THE STATE COURT ADMINISTRATIVE OFFICE MICHIGAN MENTAL HEALTH COURT GRANT PROGRAM (SCAO-MMHCGP), CONTINUE A PROBATION OFFICER POSITION, AND AUTHORIZE SUBCONTRACTS
- 30. LAW & COURTS AND FINANCE COMMITTEES RESOLUTION TO AUTHORIZE THE INGHAM COUNTY 55TH DISTRICT COURT TO ACCEPT A GRANT AWARD FROM THE STATE COURT ADMINISTRATIVE OFFICE MICHIGAN DRUG COURT GRANT PROGRAM AND THE OFFICE OF HIGHWAY SAFETY PLANNING AND AUTHORIZE SUBCONTRACTS
- 31. LAW & COURTS AND FINANCE COMMITTEES RESOLUTION TO AUTHORIZE AN AGREEMENT WITH AVERHEALTH FOR SUBSTANCE TESTING SERVICES FOR THE 55TH DISTRICT COURT MENTAL HEALTH COURT AND SOBRIETY COURT FOR FISCAL YEAR 2025
- 32. LAW & COURTS AND FINANCE COMMITTEES RESOLUTION TO AMEND RESOLUTION #24-226 TO REFLECT FINAL AWARD AMOUNTS FOR SUBCONTRACTORS FROM THE STATE OF MICHIGAN FOR PA511 FUNDED PROGRAMS

- 33. LAW & COURTS AND FINANCE COMMITTEES RESOLUTION TO ENTER INTO A NEW CONTRACT WITH JSG MONITORING TO PROVIDE AN OFFENDER PAY AND COUNTY FUNDED ELECTRONIC MONITORING PROGRAM SUBJECT TO A FINAL CONTRACT AGREEMENT
- 34. LAW & COURTS AND FINANCE COMMITTEES RESOLUTION TO AUTHORIZE 2025 AGREEMENTS FOR JUVENILE JUSTICE COMMUNITY AGENCIES
- XII. SPECIAL ORDERS OF THE DAY
- XIII. PUBLIC COMMENT
- XIV. COMMISSIONER ANNOUNCEMENTS
- XV. CONSIDERATION AND ALLOWANCE OF CLAIMS
- XVI. ADJOURNMENT

THE COUNTY OF INGHAM WILL PROVIDE NECESSARY REASONABLE AUXILIARY AIDS AND SERVICES, SUCH AS INTERPRETERS FOR THE HEARING IMPAIRED AND AUDIO TAPES OF PRINTED MATERIALS BEING CONSIDERED AT THE MEETING FOR THE VISUALLY IMPAIRED, FOR INDIVIDUALS WITH DISABILITIES AT THE MEETING UPON FIVE (5) WORKING DAYS NOTICE TO THE COUNTY OF INGHAM. INDIVIDUALS WITH DISABILITIES REQUIRING AUXILIARY AIDS OR SERVICES SHOULD CONTACT THE COUNTY OF INGHAM IN WRITING OR BY CALLING THE FOLLOWING: INGHAM COUNTY BOARD OF COMMISSIONERS, P.O. BOX 319, MASON, MI 48854, 517-676-7200.

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

FULL BOARD PACKETS ARE AVAILABLE AT: www.ingham.org

Board of Commissioners Room – Courthouse Mason, Michigan – 6:30 p.m. Remote Participation offered via Zoom at: https://zoom.us/j/86246962326
November 12, 2024

CALL TO ORDER

Chairperson Sebolt called the November 12, 2024 Meeting of the Ingham County Board of Commissioners to order at 6:30 p.m.

Members Present at Roll Call: Celentino, Grebner, Johnson, Lawrence, Maiville, Morgan, Pawar, Peña, Polsdofer, Ruest, Sebolt, Tennis, and Trubac.

Members Absent: Cahill and Schafer.

A quorum was present.

PLEDGE OF ALLEGIANCE

Chairperson Sebolt asked Glenn Canning, Facilities Director, to lead the Board of Commissioners in the Pledge of Allegiance.

TIME FOR MEDITATION

Chairperson Sebolt asked those present for a moment of meditation and reflection.

APPROVAL OF THE MINUTES

Commissioner Maiville moved to approve the minutes of the October 22, 2024 meeting. Commissioner Lawrence supported the motion.

The motion to approve the minutes carried unanimously. Absent: Commissioners Cahill and Schafer.

ADDITIONS TO THE AGENDA

Chairperson Sebolt stated, without objection, the following substitute resolutions would be added:

- 3. RESOLUTION TO PROVIDE FUNDING FOR LOW-INCOME TAX PREPARATION
- 13. RESOLUTION TO AMEND RESOLUTION #24-466 ACCEPTING THE RECOMMENDATION OF THE INGHAM COUNTY HEALTH CARE COALITION FOR THE EMPLOYER CONTRIBUTION TO EMPLOYEE HEALTH SAVINGS ACCOUNTS FOR 2025

PETITIONS AND COMMUNICATIONS

RESOLUTION 2024-20-150 FROM THE LIVINGSTON COUNTY BOARD OF COMMISSIONERS OPPOSING MICHIGAN SENATE BILLS 875, 876, AND 877. Chairperson Sebolt stated this matter would be placed on file.

RESOLUTION 2024-09-128 FROM THE LIVINGSTON COUNTY BOARD OF COMMISSIONERS TO MONITOR AND DOCUMENT CONTACTS BETWEEN ILLEGAL IMMIGRANTS AND THE LIVINGSTON COUNTY SHERIFF'S OFFICE. Chairperson Sebolt stated this matter would be rejected and returned to Livingston County.

LIMITED PUBLIC COMMENT

None.

CLARIFICATION/INFORMATION PROVIDED BY COMMITTEE CHAIRS

None.

CONSIDERATION OF CONSENT AGENDA

Commissioner Maiville moved to adopt a consent agenda consisting of all action items with the exception of Agenda Item No. 21. Commissioner Celentino supported the motion.

The motion carried unanimously. Absent: Commissioners Cahill and Schafer.

Those agenda items that were on the consent agenda were approved by unanimous roll call vote. Absent: Commissioners Cahill and Schafer.

Items voted on separately are so noted in the minutes.

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 3

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO PROVIDE FUNDING FOR LOW-INCOME TAX PREPARATION

RESOLUTION #24 – 518

WHEREAS, the United Way of South Central Michigan (United Way) coordinates a Volunteer Income Tax Assistance (VITA) income tax preparation program for low and moderate income citizens; and

WHEREAS, the VITA effort has successfully assisted thousands of low- and moderate-income taxpayers and helped achieve annual refunds of almost \$4 million dollars, including substantial amounts from the Earned Income Tax Credit; and

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

WHEREAS, the funds provided by Ingham County will allow staffing of fixed sites throughout Ingham County, as well as a mobile unit to reach more taxpayers; and

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

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

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes funding for the United Way of South Central Michigan's VITA coordination efforts in the period November 1, 2024 through October 31, 2025 of \$20,000 from the Delinquent Tax Administration fund (516-25601).

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

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

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

COUNTY SERVICES: Yeas: Peña, Celentino, Sebolt, Pawar, Ruest, Schafer

Nays: None Absent: Grebner Approved 11/07/24

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 4

Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND RESOLUTION #23-125 TO APPROVE THE ADDITION OF THE INGHAM COUNTY LAND BANK TO THE PARTNERSHIP BETWEEN CAPITAL AREA COMMUNITY SERVICES AND CAPITAL AREA HOUSING PARTNERSHIP IN THE ONE APPLICATION PROCESS FOR DELIVERING HOMEOWNER REHABILITATION SERVICES

RESOLUTION #24 – 519

WHEREAS, the Ingham County Board of Commissioners, through Resolution #22-211, allocated \$9 million of the second tranche of American Rescue Plan funds received by Ingham County to encourage construction, improvement, and maintenance of affordable, accessible, and sustainable housing through the Ingham County Housing Trust Fund (HTF); and

WHEREAS, the Ingham County Board of Commissioners, through Resolution #21-293 allocated up to \$5 million of the first tranche of American Rescue Plan funds received by Ingham County to Capital Area Community Services (CACS) for direct assistance programming for Ingham County residents, from which CACS allocated \$2.2 million to a homeowner rehabilitation program in partnership with Capital Area Housing Partnership (CAHP); and

WHEREAS, in Resolution #23-125 the Board of Commissioners allocated an additional \$1 million in HTF ARPA funds and \$500,000 in Elder Millage funds to deliver homeowner rehabilitation projects to qualified households; and

WHEREAS, the Ingham County Board of Commissioners desires to distribute all allocated American Rescue Plan and Millage funds swiftly, effectively and equitably while providing critical housing repairs that address substandard or unsafe structural conditions, and increase accessibility for low-and-moderate income and elderly residents of Ingham County; and

WHEREAS, in partnership CACS and CAHP have expended over \$1.6 million of the \$2.2 million of Ingham County ARPA funds allocated to establish the program with work on an additional 25 homes currently in progress; and

WHEREAS, there are still over \$1.5 million in funds allocated by the Board for home improvement and rehabilitation and potentially much more through grant funding from MSHDA and other sources; and

WHEREAS, in order to maximize program capacity to complete and deliver essential home improvement and rehabilitation services in a timely manner to households in need, the Housing Trust Fund Committee would like to encourage further collaboration to assist with program delivery; and

WHEREAS, the Ingham County Land Bank has the capacity and contractor relationships to complete home improvement projects as well, thereby increasing the capacity to complete home owner rehabilitation projects in a timely manner.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby amends Resolution #23-125 and approves the addition of The Ingham County Land Bank to the existing arrangement between CACS and CAHP as service providers on home improvement projects.

BE IT FURTHER RESOLVED, that the Treasurer's Office and Controllers Office will work with program administrators and CACS, CAHP, and the Ingham County Land Bank to implement and expand the Homeowner Rehabilitation program utilizing County approved funds.

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

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

COUNTY SERVICES: Yeas: Peña, Celentino, Sebolt, Pawar, Ruest, Schafer

Nays: None Absent: Grebner Approved 11/07/24

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 5

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION REQUIRING FREE SANITARY PRODUCTS IN COUNTY OWNED PUBLIC RESTROOMS

RESOLUTION #24 – 520

WHEREAS, the Ingham County Office of Diversity, Equity and Inclusion, the Equal Opportunity Committee, and Women's Commission were tasked by the Ingham County Board of Commissioners to increase accessibility within the County; and

WHEREAS, Ingham County finds that soap, toilet paper, and menstrual products are all instrumental to the general health and welfare of the public; and

WHEREAS, Ingham County also finds that ensuring that such products are readily available in public restrooms will help prevent the spread of germs, reduce the transmission of bloodborne pathogens, and improve the general public welfare; and

WHEREAS, Ingham County can increase accessibility and end period poverty by requiring all County public restrooms to provide menstrual products free of charge and thus aligning with the County's Mission 'To improve the quality of life for Ingham County residents and work to ensure every person is treated with respect and dignity'; and

WHEREAS, sanitary products are defined as menstrual pads, tampons, or similar products for menstruating individuals in restrooms located in buildings owned and operated by the County that are available for public use; and

WHEREAS, the Facilities Department is responsible for the managing and maintaining public restrooms and will provide all sanitation products at no cost to the user of that public restroom; and

WHEREAS, all sanitation products required will be placed within the public restroom and be openly accessible to users of that public restroom; and

WHEREAS, the Facilities Department estimates the cost not to exceed \$32,000, with ongoing costs to be determined and adjusted based on utilization; and

WHEREAS, the Facilities Department is requesting \$32,000 from the Contingency Fund to be moved to the Facilities budget to cover this expense; and

WHEREAS, Ingham County continues to provide high quality services in an efficient manner that embraces accessibility, equity, and inclusion.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby requires Ingham County to provide free sanitary products in public restrooms located in buildings owned and operated by Ingham County.

BE IT FURTHER RESOLVED, that the Board authorizes the transfer of \$32,000 from the Contingency Fund to the Facilities Department Janitorial supplies line item 101-23303-776000 for the purchase of the necessary products.

BE IT FURTHER RESOLVED, that all County restrooms will be appropriately equipped with trash receptacles to properly dispose of sanitary products, including all restrooms designated as gendered, non-gendered, single-person use, and family use – this does not include temporary restrooms provided by the County (i.e., portajohns).

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest

Nays: Schafer Absent: None Approved 11/07/24

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 6

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE DISPOSAL OF COUNTY-OWNED SURPLUS

RESOLUTION #24 – 521

WHEREAS, the Purchasing Department has determined that the County has a number of surplus vehicles and goods that have exceeded their useful life and/or are no longer useful for County operations; and

WHEREAS, the surplus vehicles and goods will be auctioned through GOVDEALS.COM in a competitive, publicly advertised bidding process whereby awards will be made to the highest responsive bidder; and

WHEREAS, the Purchasing Director has reviewed the surplus items before placement on the surplus property list.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the Purchasing Director to place in an auction those surplus vehicles and items in the attached listing which have no further use or value to the County of Ingham.

BE IT FURTHER RESOLVED, that any vehicle or item not sold at the auction may be disposed of by the Purchasing Department in the manner deemed to be in the County's best interest.

BE IT FURTHER RESOLVED, that proceeds from the sale of surplus items will be deposited in the General Fund 10130101 673000 or appropriate account.

COUNTY SERVICES: Yeas: Peña, Celentino, Sebolt, Pawar, Ruest, Schafer

Nays: None Absent: Grebner Approved 11/07/24

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

NOVEMBER 12, 2024 REGULAR MEETING Attachment A

Asset ID	Description	Make	Year	VIN/Serial	Miles/Hours	Category	Long Description
460	(3) 17 Foot Canoes	Grunman/ Michicraft		Various		Boats, Marine	(3) 17-foot canoes, 2 Grunmans (MC9528K8 & MC9527KP) and 1 Michicraft (MC9507KP). Canoes are usable; however, they do have patch welds, scratches, dents, and cracks. Bow of Grunman MC9527KP bent. No other details and/or information available, sold as-is. Pickup Location: Burchfield Park 881 Grovenburg Rd. Holt, MI 48842
467	(6) Xlerator Hand Dryers	Xlerator				Appliances	Lot of 6 Xlerator Hand Dryers, model #XL-BW. All worked when disconnected a year ago. No other details and/or information available. Sold as-is. Pickup Location: Lake Lansing South Park 1621 Pike St. Haslett, MI 48840
468	Leathers and Associates Slide Parts	Leathers and Associates				Playground Equipment	Leathers and Associates slide parts. The picture of the slide is what the parts go to, the slide is it NOT included, the picture is just to show what kind of slide they fit and where they would go on the slide. It is the exit portion and the next section up from it. Slide is NOT INCLUDED, this is only replacement parts. No other details and/or information available. Sold as-is. Pickup Location: Lake Lansing South Park 1621 Pike St. Haslett, MI 48840
469	Midmark Ritter 104 Exam Table	Midmark				Medical Equipment	Midmark Ritter 104 Exam Table with drawers. Table was operational when last used. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911
470	Midmark 404 Exam Table	Midmark				Medical Equipment	Midmark 404 Exam Table with drawers and outlets. Operational when it was taken out of service. Unknown year and/or age. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911
471	Used Fuel Pumps and Hoses					Metal, Scrap	Used Diesel and No Lead Gasoline Pumps with Hoses. 20 or more years old. Very rusty and missing parts.
472	2011 Chevrolet Silverado 1500	Chevrolet	2011	1GCNKPEA1BZ337818	177,000 Miles	Pickup Trucks	2011 Chevrolet Silverado 1500 REGULAR CAB PICKUP 2-DR, 4.8L V6 OHV 16V. Starts and ran when parked. Frame is rotted. Pickup in poor condition.
473	2008 Chevrolet Silverado 3500HD	Chevrolet	2008	1GCHC33K88F161746	206,000 Miles	Pickup Trucks	2008 Chevrolet Silverado 3500HD CREW CAB PICKUP 4-DR, 6.0L V8 OHV 16V. Frame and bed are completely rusted. Flatbed Pickup. Starts and ran when parked.

474	1978 Talbert Low Boy Trailer		1,0	VENIDER 12, 202		Lowboy Trailers	1978 Talbert Low Boy Trailer. Extremely rusty and has not been used or moved in several years.
475	1998 John Deere 550-G- LT Dozer			T0550GH839972		Vehicle Equipment	1998 John Deere 550GLT Dozer. Off Road Equipment. Rusty, starts and ran when parked. 3100 hours.
476	1993 John Deere 672B Motor Grader			540185	15,053 Hours	Motor Graders	1993 John Deere 672B Motor Grader. 15,100 hours. Blade guides are worn. Has two newer tires and needs a couple replaced. Start and runs great.
477	1999 GMC Sierra Classic 3500	GMC	1999	1GDGC34R8XF088055	177,000 Miles	Pickup Trucks	1999 GMC Sierra Classic 3500 CHASSIS AND CAB, 5.7L V8 OHV 16V. 1-Ton Service Body. Needs battery, fuel gauge is inoperable. Starts and ran when parked.
478	2011 Vermeer Stump Grinder				905 Hours	Construction Equipment	2011 Vermeer SC-802 Stump Grinder. Rusty and in poor condition. Engine needs repairs, engine has been disassembled and reassembled. Needs engine piston.
479	Ridgid Miter Saw and Stand	Ridgid				Woodworking Equipment	Ridgid 15A, 12 In. Miter Saw with stand. Model #R4120 for the saw and Model # AC9940 0 for the stand. The saw is in working condition, age is unknown. No other details and/or information available. Sold as-is. Pickup Location: Hawk Island Park 1601 E. Cavanaugh Rd. Lansing, MI 48910
480	Cushman Hauler 800X Golf Cart	Cushman		3265879		Golf Carts	Cushman Hauler 800X Golf Cart. (6) 8-volt batteries. Runs and drives. Electrical Motor Product 48V motor. There is a crack in the windshield and the seat cushion is torn. Unknown year and hours. No other details and/or information available. Sold as-is. Pickup Location: Hawk Island Park 1601 E. Cavanaugh Rd. Lansing, MI 48910
481	(4) Stihl Weed Trimmers	Stihl				Home and Garden	(4) Stihl FS90R Weed Trimmers. All are in working condition. Unknown years and hours. Sold as-is.
482	Husqvarna Walk Behind Edger	Husqvama		110810Q005769		Home and Garden	Husqvarna LE475 Walk Behind Edger with Briggs and Stratton engine. There is a dent on top of the fuel tank. Edger is operational. No other details and/or information available. Sold as-is. Pickup Location: Hawk Island Park 1601 E. Cavanaugh Rd. Lansing, MI 48910
483	Poulan PRO Lawn Mower	Poulan		033116M004245		Home and Garden	Poulan Pro Push Lawn Mower with 21-inch deck and Kohler engine. Model #961190004. Mower is operational. No other details and/or information available. Sold as-is. Pickup Location: Hawk Island Park 1601 E. Cavanaugh Rd. Lansing, MI 48910

484	Honda 8HP Outboard Boat Motor	Honda		V ENIBER 12, 202		Boats, Marine	8 HP Honda Outboard Motor, Model #BF 8D. BFD 8D, Serial #BAAJ-1100427. Minor damage to cover latch. Motor runs. No other details and/or information available. Sold as-is. Pickup Location: Hawk Island Park 1601 E. Cavanaugh Rd. Lansing, MI 48910
485	2005 Pontiac Grand Prix	Pontiac	2005	2G2WP542151320863	131,000 Miles	Automobiles/Car	2005 Pontiac Grand Prix SEDAN 4-DR, 3.8L V6 OHV 12V. Starts & Runs. Newer Tires. Has some rust. Radio Issue.
486	2007 Dodge Grand Caravan	Dodge	2007	2D4GP44LX7R332360	81,472 Miles	Vans	2007 Dodge Grand Caravan SPORTS VAN, 3.8L V6 OHV 12V. Engine light on, rodents have chewed wiring under the hood. All tires are mismatched and not in good shape. Lots of dents and rust. Interior has a missing headrest, broken folding seats in back, and missing floor panels that cover seats when stowed. Van will start; however, due to the chewed wiring there is some sparking once started. No other details and/or information available. Sold as-is. Pickup Location: Potter Park Zoo 1301 S. Pennsylvania Ave. Lansing, MI 48912
487	2014 Chevrolet Impala	Chevrolet	2014	2G1WD5E31E1177465	93,546 Miles	Automobiles/Car	2014 Chevrolet Impala SEDAN 4-DR, 3.6L V6 DOHC 16V FFV. Traction and tire light on. Runs, but has rough idle. Tires are in poor condition. Multiple dents, broken rear bumper plastic. Rear door handles and lock inoperable. Driver seat has excessive wear. No other details and/or information available. Sold as-is. Pickup Location: Potter Park Zoo 1301 S. Pennsylvania Ave. Lansing, MI 48912
488	2013 Chevrolet Impala	Chevrolet	2013	2G1WD5E34D1167334	107,976 Miles	Automobiles/Car	2013 Chevrolet Impala SEDAN 4-DR, 3.6L V6 DOHC 16V FFV. Runs and is drivable. Check engine light is on, unsure of the cause. Tires are in fair condition. Exterior has minor dents, scratches, and dings. There may also be holes on the exterior where lights were removed. Interior may have rips, tears, holes, and scratches. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Sheriff's Office 630 N. Cedar St. Mason, MI 48854
489	2016 Ford Explorer	Ford	2016	1FM5K8AR1GGA78344	164,592 Miles	SUV	2016 Ford Explorer SPORT UTILITY 4-DR, 3.7L V6 DOHC 24V. Runs and is drivable. Tire condition is poor. Passenger side rear window is missing along with the trim. Vehicle may also have dents, scratches, and holes on the exterior. Interior upholstery may have rips, tears, and holes. Dash/floor may have scratches, dents, and holes. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Sheriff's Office 630 N. Cedar St. Mason, MI 48854

	NOVEMBER 12, 2024 REGULAR MEETING								
490	2017 Ford Explorer	Ford	2017	1FM5K8AR7HGD25058	183,305 Miles	SUV	2017 Ford Explorer SPORT UTILITY 4-DR, 3.7L V6 DOHC 24V. Runs and is drivable. Airbag light is on. Tires are in fair condition. Exterior may have scratches, dents, and holes. Interior upholstery may have rips, tears, and holes. Dash/floor may have scratches, dents, and holes. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Sheriff's Office 640 N. Cedar St. Mason, MI 48854		
491	Office Desk					Office Furniture	Desk in fair condition. Desk is 30" High, 72" Long, and 36" Wide. No other details and/or information available. Desk may have other blemishes or issues that are not listed or shown. Desk sold as-is.		
494	AED Cabinet	Unknown				Medical Equipment and Supplies	AED Cabinet. Unknown Make and Model. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911		
495	Bariatric Waiting Room Chair	Unknown				Office Furniture and Equipment	Bariatric Waiting Room Chair. Unknown make and model. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911		
496	Electronic Vitals Equipment	Welch Allyn				Medical Equipment and Supplies	Welch Allyn Electronic Vitals Equipment. Unknown condition. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911		

1	ı	1	110	'	I REGULARIO		
497	Goose Neck Lamp	Unknown				Office Furniture and Equipment	Goose Neck Lamp. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911
498	Medical Exam Table	Unknown				Medical Equipment and Supplies	Medical Examination Table. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911
499	Medical Exam Table	Unknown				Medical Equipment and Supplies	Medical Examination Table. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911
500	Hand Sanitizer Dispenser and Stand	Unknown				Medical Equipment and Supplies	Hand Sanitizer Dispenser and Stand. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911
501	Hemoglobin CLIA Waved Hemoglobin Analyzer	HemoCue				Medical Equipment and Supplies	HemoCue Hb201+ CLIA Waived Hemoglobin Analyzer. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911

NOVEWIDER 12, 2024 REGULAR MEETING							
502	Filing Cabinet	Unknown				Office Furniture and Equipment	Large Grey Filing Cabinet. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911
503	Medical Exam Table	Unknown				Medical Equipment and Supplies	Medical Examination Table. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911
504	Midmark Exam Table	Midmark				Medical Equipment and Supplies	Midmark Examination Table. Model unknown. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911
505	Paper Towel Holder/Dispenser	Unknown				Kitchen Equipment	Paper Towel Holder/Dispenser. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911
506	Sharps Container Holders	Unknown				Medical Equipment and Supplies	(10) Wall Mount Sharps Container Holders. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911

1	NOVEWIDER 12, 2024 REGULAR MEETING							
507	Sharps Containers	Sharps				Medical Equipment and Supplies	(19) Sharps Containers. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911	
508	3-Drawer Filing Cabinet	Unknown				Office Furniture and Equipment	3-Drawer Filing Cabinet. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911	
509	Waiting Room Chairs	Unknown				Office Furniture and Equipment	(33) Waiting room chairs, 26 orange and 7 blue. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911	
510	Wood Table	Unknown				Office Furniture and Equipment	Wood table, unknown size. No other details and/or information is available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911	
511	American Time Wall Clock	American Time				Office Furniture and Equipment	American Time wall clock. Unknown model. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911	

NOVEMBER 12, 2024 REGULAR MEETING							
512	(7) Desks	Unknown				Office Furniture and Equipment	(7) Desks of varying sizes, upper storage, and under desk file cabinets. Unknown quantity of under desk file cabinets. No dimensions available for the desks, upper storage, or under desk file cabinets. Not all items are represented in the pictures. No other pictures can be obtained, items are currently in storage. No items on, in, or around the desks, storage, or under desk file cabinets is included. Condition is not guaranteed. The absence of any mention of defects does not mean there are none. Items may have other blemishes or issues that are not listed or shown. No other details and/or information available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911
513	Bunn 3-Burner Coffee Maker	Bunn				Appliances and Furniture	Bunn 3-burner coffee maker. No photos or model number available. No other details and/or information available. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911
514	White Dry Erase Board	Unknown				Office Furniture and Equipment	White Dry Erase Board. Approximately size 2 ft. x 4 ft. No other details and/or information available. No photo(s) available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911
515	Trash Cans	Unknown				Office Furniture and Equipment	Multiple trash can of varying sizes. All trash cans are small office sized ones. Exact number of trash can is unknown. No photo(s) available. No other details and/information available. Sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 7

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE RENEWAL OF THE ONBASE ANNUAL SUPPORT THROUGH HYLAND

RESOLUTION #24 – 522

WHEREAS, OnBase is a comprehensive document imaging and workflow platform heavily utilized by our courts and a few other departments; and

WHEREAS, utilization of the OnBase application by the County is key to our document management and several new projects will increase its streamlining of our processes; and

WHEREAS, the current licensing subscription agreement will expire on December 31st, 2024; and

WHEREAS, the annual contract amount is in the approved 2025 budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners do hereby authorize the renewal of the OnBase support licensing through Hyland by paying invoices in the amount not to exceed \$187,000.

BE IT FURTHER RESOLVED, the total cost will be paid from the Innovation and Technology's Imaging Fund (636-25870-932050).

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

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

COUNTY SERVICES: Yeas: Peña, Celentino, Sebolt, Pawar, Ruest, Schafer

Nays: None Absent: Grebner Approved 11/07/24

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 8

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE INVOICE FOR RENEWING COURTVIEW SUPPORT SERVICES

RESOLUTION #24 – 523

WHEREAS, Ingham County currently utilizes CourtView Software for various criminal justice applications; and

WHEREAS, annual maintenance is required to maintain the system and has been purchased every year since Ingham County purchased the software; and

WHEREAS, the payment totaling \$180,947 for annual support is due for January 1, 2025 - December 31, 2025; and

WHEREAS, this annual payment has been planned for and budgeted and will provide the needed application support and upgrades needed to maintain our current applications.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners do hereby authorize payment of the invoice for the renewal of support from Equivant for CourtView Software in the amount not to exceed \$180,947.

BE IT FURTHER RESOLVED, that the total cost will be paid from the Innovation and Technology's LOFT Fund (636-25820-932050).

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

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

COUNTY SERVICES: Yeas: Peña, Celentino, Sebolt, Pawar, Ruest, Schafer

Nays: None Absent: Grebner Approved 11/07/24

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 9

Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE RENEWAL OF PACC/PAAM LICENSING AND SUPPORT RESOLUTION #24 – 524

WHEREAS, Ingham County Prosecutor's Office relies on our PAAC/PAAM system; and

WHEREAS, the software has been in use for many years; and

WHEREAS, the renewal for licensing and support will be \$8,307.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners do hereby authorize the renewal of licensing and support from PACC/PAAM in an amount not to exceed \$8,307.

BE IT FURTHER RESOLVED, that the total cost will be paid out of the Innovation and Technology's LOFT Fund #63625820-932050.

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

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

COUNTY SERVICES: Yeas: Peña, Celentino, Sebolt, Pawar, Ruest, Schafer

Nays: None Absent: Grebner Approved 11/07/24

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 10

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE AMENDMENT NO. 2 TO THE AGREEMENT FOR DESIGN, CONSTRUCTION, AND LEASE WITH THE COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON-EATON-INGHAM COUNTIES

RESOLUTION #24 – 525

WHEREAS, Ingham County and the Community Mental Health Authority of Clinton-Eaton-Ingham Counties (hereinafter referred to as the "CMHA-CEI") entered into an Agreement for Design, Construction, and Lease on March 29, 1989, for the construction and leasing of space at the Human Services Building located at 5303 S. Cedar Street, Lansing, Michigan; and

WHEREAS, the lease has a fifty (50) year term that expires on July 31, 2038; and

WHEREAS, Amendment No. 1 to the Lease was entered into on June 12, 2018, to increase CMHA-CEI's leased space by 350 square feet, bringing the total leased space to 5,350 square feet; and

WHEREAS, pursuant to Resolution #22-559, an agreement was entered into with LJ Trumble Builders, LLC to provide needed renovations to the space covered by the CMHA-CEI's leased space at the Human Services Building, which included but were not limited to upgrades to the reception area, flooring, HVAC, lighting, and Americans with Disabilities Act (ADA) compliant remodeling of restrooms; and

WHEREAS, the total construction cost of the renovations when completed came to \$1,194,004.37; and

WHEREAS, Ingham County shall pay, without reimbursement, \$252,601.21 and CMHA-CEI shall pay \$300,000 from the CMH Building Revolving Fund; and

WHEREAS, the remaining \$641,403.16 of the renovation costs shall be reimbursed to Ingham County by CMHA-CEI over a 10-year period, with annual payments of \$64,140.32 commencing on or before December 1, 2024; and

WHEREAS, no interest will be charged CMHA-CEI on the amount due for the renovation costs; and

WHEREAS, Resolution #22-559, in addition to authorizing the agreement with LJ Trumble Builders, LLC, also authorized a 10-year lease agreement with CMHA-CEI for its Families Forward space at the Human Services building for a total amount not to exceed \$647,000 to be paid over the 10-year period; and

WHEREAS, in that the renovated Human Services Building space used by CMHA-CEI is already covered by the 1989 lease whose term expires in 2038, an agreement providing for payments to Ingham County for renovations to the leased space may be best accomplished through an Amendment No. 2 to the 1989 Agreement

for Design, Construction, and Lease entered into between Ingham County and CMHA-CEI for the space used by CMHA-CEI at the Human Services Building.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves an Amendment No. 2 to the 1989 Agreement for Design, Construction, and Lease with the Community Mental Health Authority of Clinton-Eaton-Ingham Counties to provide for the recent renovations made to the leased space at the Human Services Building and for Community Mental Health Authority of Clinton, Eaton and Ingham Counties payment to Ingham County of \$641,403.16 over a ten-year period, without interest charges, with annual payments of \$64,140.32 commencing on or before December 1, 2024.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized to sign an Amendment No. 2 to the Design, Construction, and Lease with Community Mental Health Authority of Clinton, Eaton, and Ingham Counties that implements this resolution upon approval as to form by the County Attorney.

COUNTY SERVICES: Yeas: Peña, Celentino, Sebolt, Pawar, Ruest, Schafer

Nays: None Absent: Grebner Approved 11/07/24

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 11

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO MYERS PLUMBING & HEATING TO INSTALL A NEW SINK IN THE PRETRIAL SERVICES AREA

RESOLUTION #24 – 526

WHEREAS, the Pretrial Services area on the 3rd floor of the Grady Porter Building requires the installation of a new sink in the breakroom; and

WHEREAS, the Facilities Department has reviewed the need for this installation, which will involve tying into the existing water supply located in the 2nd-floor ceiling and installing approximately 70 feet of piping, valves, and fittings; and

WHEREAS, three proposals were requested, and Myers Plumbing & Heating submitted the lowest responsive and responsible proposal, in the amount of \$9,845; and

WHEREAS, a 10% contingency has been added to the project for unforeseen conditions, bringing the total project cost to \$10,830; and

WHEREAS, funds for this project are available in the Facilities budget under line item 245-13099-976000-22F20.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a purchase order to Myers Plumbing & Heating for the installation of a new sink in the Pretrial Services area at a cost not to exceed \$10.830.

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

COUNTY SERVICES: Yeas: Peña, Celentino, Sebolt, Pawar, Ruest, Schafer

Nays: None Absent: Grebner Approved 11/07/24

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 12

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A SERVICE AGREEMENT WITH TRANE U.S. INC., FOR HVAC MAINTENANCE SERVICES AT THE INGHAM COUNTY JUSTICE COMPLEX

RESOLUTION #24 – 527

WHEREAS, the air handling units at the Ingham County Justice Complex require routine maintenance to ensure they stay operational and maintain comfortable building temperatures for staff and the public; and

WHEREAS, the Trane Service Agreement is scheduled for renewal on July 1, 2024, and to assure that there will be no interruption of service and benefits to Ingham County, the Service Agreement will be extended through June 30, 2027; and

WHEREAS, the adjusted Service Fees for the renewal term for all sites are set forth in the following table:

Contract Year Annual Amount - All Sites USD Payment USD Payment Term

Year 1	\$64,956	\$32,478	Semi-Annual
Year 2	\$67,548	\$33,774	Semi-Annual
Year 3	\$70,248	\$35,124	Semi-Annual

WHEREAS, Trane U.S. Inc., is on the Omnia co-operative agreement contract and, therefore, does not require three quotes per Purchasing Department policy; and

WHEREAS, the Facilities Department recommends a service agreement with Trane U.S. Inc. for the air handling units at the Ingham County Justice Complex for \$202,752 for a three-year term; and

WHEREAS, funds are available in the maintenance contractual line items.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a service agreement with Trane U.S. Inc., 3350 Pine Tree Road, Lansing, Michigan 48911, for the air handling units at the Ingham County Justice Complex for an amount not to exceed \$202,752 for a three-year term.

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

COUNTY SERVICES: Yeas: Peña, Celentino, Sebolt, Pawar, Ruest, Schafer

Navs: None Absent: Grebner Approved 11/07/24

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 13

Introduced by the County Service and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND RESOLUTION #24-466 ACCEPTING THE RECOMMENDATION OF THE INGHAM COUNTY HEALTH CARE COALITION FOR THE EMPLOYER CONTRIBUTION TO EMPLOYEE HEALTH SAVINGS ACCOUNTS FOR 2025

RESOLUTION #24 – 528

WHEREAS, Resolution #24-466 authorized acceptance by the Ingham County Board of Commissioners of the recommendation of the Ingham County Health Care Coalition, which included acceptance of the recommendation that Ingham County contribute to employee health savings accounts (HSAs) in the amount of \$825 single/\$1650 2-Person/Full Family coverage (prorated on a per pay basis) be made for employees enrolled in the base health insurance option; and

WHEREAS, upon further discussion with the Ingham County Health Care Coalition, the employer contribution amount recommended should have been in the amount of \$850 single/\$1,700 2-Person/Full Family coverage (prorated on a per pay basis) to be made for employees enrolled in the base health insurance option; and

WHEREAS, the Ingham County Health Care Coalition recommends amendment of Resolution #24-466 to reflect an employer contribution amount of \$850 single/\$1,700 2-Person/Full Family coverage (prorated on a per pay basis) to the employee HSAs of employees enrolled in the base health insurance option; and

WHEREAS, no other amendments to Resolution #24-466 are being recommended.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the recommendation of the Health Care Coalition and authorizes employer contributions to employee health savings accounts (HSAs) in the amount of \$850 single/\$1,700 2-Person/Full Family coverage (prorated on a per pay basis) be made for employees enrolled in the base health insurance option.

BE IT FURTHER RESOLVED, that Resolution #24-466 is amended to reflect employer contributions to employee health savings accounts (HSAs) in the amount of \$850 single/\$1,700 2-Person/Full Family coverage (prorated on a per pay basis) be made for employees enrolled in the base health insurance option.

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

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign the applicable bargaining unit letters of agreement and any other appropriate documents after review and approval as to form by the County Attorney.

COUNTY SERVICES: Yeas: Peña, Celentino, Sebolt, Pawar, Ruest, Schafer

Nays: None Absent: Grebner Approved 11/07/24

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 14

Introduced by the County Services and Finance Committees of the:

Position No. Position Title

Juvenile Services Director

Family Services Director

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE RECLASSIFICATION REQUESTS FOR ICEA COUNTY PROFESSIONAL UNIT AND MANAGERIAL AND CONFIDENTIAL EMPLOYEES

RESOLUTION #24 – 529

WHEREAS, the ICEA County Professional Unit collective bargaining agreement and the Managerial and Confidential Employee Personnel Manual are effective January 1, 2022 through December 31, 2024; and

WHEREAS, these documents include a process for employee submission of reclassification requests; and

WHEREAS, the Human Resources Department has executed the approved process for reclassification requests for employees in these groups.

Action

MC 14: 116,531.20

MC 14: 116,531.20

8,371.56

8,371.56

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the following changes:

1 00111011 1 101	T COLUMN TIME		11011011				
142020	Court Services/Warra	ant Officer to					
	Court Services Office	er	Move	Move from ICEA Ct Pro 7 to ICEA Ct Pro 9			
142024	Court Services/Warra	ant Officer to					
	Court Services Office	er	Move	from ICEA Ct Pro 7 to ICEA	Ct Pro 9		
140001	Juvenile Programs D	irector	Move	from MC 13 to MC 14			
140004	Chief Psychologist		Move	Move from MC 14 to MC 15			
140035	Juvenile Services Director			Move from MC 13 to MC 14			
140036	Family Services Dire	ctor	Move	Move from MC 13 to MC 14			
	•						
		2024	ļ	2024			
Position Title		Current Grade, Step	5	Proposed Grade, Step 5	Difference		
Court Service	s Officer	ICEA Ct Pro. 7: 73,038.20		ICEA Ct Pro. 9: 87,128.10	14,089.90		
Court Service	s Officer	ICEA Ct Pro. 7: 73,038.20		ICEA Ct Pro. 9: 87,128.10	14,089.90		
Juvenile Prog	rams Director	MC 13: 108,159.64		MC 14: 116,531.20	8,371.56		
Chief Psychol	logist	MC 14: 116,531.20		MC 15: 125,986.35	9,455.15		

TOTAL: \$62,749.63

MC 13: 108,159.64

MC 13: 108,159.64

BE IT FURTHER RESOLVED, that these reclassifications are effective the first full pay period following the date of their submission to the Human Resources Department.

COUNTY SERVICES: Yeas: Peña, Celentino, Sebolt, Pawar, Ruest, Schafer

Nays: None Absent: Grebner Approved 11/07/24

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 15

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO MAKE ADDITIONAL CONTRIBUTIONS TO THE MUNICIPAL EMPLOYEES' RETIREMENT SYSTEM

RESOLUTION #24 – 530

WHEREAS, Ingham County is a member of the Municipal Employees' Retirement System (MERS); and

WHEREAS, Ingham County's funded ratio for the MERS plan for year-end 2024 is projected to be 59%, which is a 1% decrease from 2023; and

WHEREAS, in order to increase the funded ratio percentage, additional contributions are required; and

WHEREAS, the County currently receives approximately \$1,000,000 yearly in Net Asset Distributions (NAD) from the Michigan Municipal Risk Management Authority (MMRMA); and

WHEREAS, the NAD is typically deposited in the County's MMRMA Member Retention Fund; and

WHEREAS, there are currently sufficient funds in the County's MMRMA Member Retention Fund to cover any losses incurred; and

WHEREAS, investing the 2024 NAD and future NADs, assuming the Member Retention Fund is sufficiently funded, into the County's MERS plan will help increase the plan's funded ratio.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves increasing the County's MERS contribution by \$1,000,000 in 2024 by utilizing MMRMA NAD funds.

BE IT FURTHER RESOLVED, that the Controller's Office will review the County's MMRMA Member Retention Fund on a yearly basis to determine if future NAD funds should be deposited in the retention fund or can be utilized to increase the contribution to the County's MERS plan.

COUNTY SERVICES: Yeas: Peña, Celentino, Sebolt, Pawar, Ruest, Schafer

Nays: None Absent: Grebner Approved 11/07/24

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 16

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A PURCHASE ORDER FOR DUMBWAITER MODERNIZATION AT THE VETERANS MEMORIAL COURTHOUSE

RESOLUTION #24 – 531

WHEREAS, the current dumbwaiter system at the Veterans Memorial Courthouse is outdated and no longer supported by its original manufacturer, with several critical components such as the motor and control system now deemed obsolete; and

WHEREAS, the Facilities Department has collaborated with Elevator Service, LLC, to assess the necessary repairs, resulting in a proposal to modernize the system by replacing key components while retaining reusable elements to reduce overall costs; and

WHEREAS, the estimated cost for the modernization is \$74,433, as outlined in the proposal from Elevator Service, LLC, and includes the replacement of the motor assembly, control system, limit switches, and other required components; and

WHEREAS, America Rescue Plan Act (ARPA) Revenue Replacement dollars are still available and eligible to be used as a suitable funding source for this repair, ensuring the courthouse's infrastructure remains safe and operational without impacting the county's general fund.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the contract with Elevator Service, LLC, for the modernization of the dumbwaiter system at the Veterans Memorial Courthouse, with the total cost of \$74,433 to be covered by ARPA Revenue Replacement funds.

BE IT FURTHER RESOLVED, that the Ingham County Controller's Office is authorized to make any necessary budget adjustments and disburse ARPA funds for this project as specified in the payment terms upon project acceptance and completion.

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

COUNTY SERVICES: Yeas: Peña, Celentino, Sebolt, Pawar, Ruest, Schafer

Nays: None Absent: Grebner Approved 11/07/24

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 17

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE GRANT APPLICATION FOR EPA BROWNFIELD ASSESSMENT COALITION GRANT

RESOLUTION #24 – 532

WHEREAS, brownfields are properties such as former industrial sites, closed gas stations, dumps, or other sites that are vacant or underutilized due to contamination, functional obsolescence, or blight; and

WHEREAS, the cleanup and revitalization of brownfields can provide many community benefits, including protection of public health and the environment, opportunities for economic development, advanced manufacturing, job creation, neighborhood improvement, creation of parks and community spaces, shared water resource protection, and other benefits; and

WHEREAS, Ingham County faces the challenge of redeveloping brownfields at many sites throughout the community; and

WHEREAS, the U.S. Environmental Protection Agency (EPA) opened solicitations in September 2024 for its Fiscal Year 2025 brownfield grants, notably including its Assessment Coalition Grant program; and

WHEREAS, the Lansing Region has received grant funding from EPA's Assessment Coalition grant previously, most recently in its Fiscal Year 2019, providing \$600,000 for environmental assessments and reuse planning to enable contamination remediation and redevelopment, managed by the Lansing Economic Area Partnership (LEAP) via the city of Lansing as the lead grant awardee; and

WHEREAS, the Fiscal Year 2019 grant, now completed, funded vital assessment activities at 33 brownfield sites throughout the region, of which 27 are in Ingham County, such as the TechSmith HQ Project; REO Gateway Apartments, and Stadium North Lofts; and

WHEREAS, the EPA's Fiscal Year 2025 Assessment Coalition Grant will award up to \$1,500,000 and forming a regional Coalition empowers the Lansing region to apply for these large federal resources and ultimately better serve its communities; and

WHEREAS, upon potential grant award, the Lansing Region's Coalition will be made formal during later public meetings and will include the counties of Ingham, Eaton, and Clinton, along with up to two community-based organizations; and

WHEREAS, the EPA's Fiscal Year 2025 Assessment Coalition Grant application requires a lead applicant to apply for funding on behalf of a Coalition; and

WHEREAS, Ingham County is an eligible lead applicant as a county entity; and

WHEREAS, LEAP, under its contract with Ingham County for economic development services, which includes managing brownfield grants, will lead all application efforts and grant administration if awarded, with no matching funds required of Ingham County.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby affirms Ingham County to be the lead applicant for a U.S. EPA's Fiscal Year 2025 Assessment Coalition Grant application.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Controller to act as the grant's Authorized Organization Representative to officially carry out, execute, and submit an application for U.S. EPA's Fiscal Year 2025 Assessment Coalition Grant.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to execute any documents required to carry out and complete the application and accept a potential grant award consistent with this resolution after approval as to form by the County Attorney.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Controller, if awarded, to make the necessary budget adjustments to receive the funds, create the necessary accounts, make necessary transfers and complete other administrative actions in accordance with the requirements of the grantor.

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

COUNTY SERVICES: Yeas: Peña, Celentino, Sebolt, Pawar, Ruest, Schafer

Navs: None Absent: Grebner Approved 11/07/24

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 18

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING TRANSFER OF A SURPLUS FROM THE INGHAM COUNTY DELINQUENT TAX REVOLVING FUND TO THE INGHAM COUNTY GENERAL FUND

RESOLUTION #24 – 533

WHEREAS, Section 87b(7) of Act No. 206, Michigan Public Acts of 1893, as amended ("Act 206") authorizes the Board of Commissioners to transfer to the Ingham County General Fund any surplus in the Ingham County Delinquent Tax Revolving Fund (the "DTRF") by appropriate action of the Board of Commissioners; and

WHEREAS, the Ingham County Treasurer has reviewed the amounts which are currently available in the DTRF and the amounts which are provided from the issuance of General Obligation Limited Tax Notes, Series 2021, as well as prior Notes, and has declared a surplus of \$1,500,000.00 in the DTRF which may be transferred to the General Fund for fiscal year 2024; and

WHEREAS, the Ingham County Treasurer has determined that this surplus exists notwithstanding the existence of unsettled litigation that may affect the DTRF.

THEREFORE BE IT RESOLVED, the Ingham County Treasurer is authorized to transfer \$1,500,000 from the DTRF to the General Fund for fiscal year 2024; and

BE IT FURTHER RESOLVED, that any further transfers of surplus amounts will be specifically approved after recommendation by the Ingham County Treasurer by resolution of the Board of Commissioners.

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 19

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE JUVENILE DIVISION PURCHASING BIZSTREAM CLIENT MANAGEMENT SOFTWARE

RESOLUTION #24 – 534

WHEREAS, the Juvenile Division has twenty-eight Juvenile Court Officers assigned to various divisions working with adjudicated and non-adjudicated youth and responded parents; and

WHEREAS, there are thirty Juvenile Detention Development Specialists assigned to the Ingham County Youth Center who oversee the intake/releases of detained youth and maintain their 1resident case files while under the care and custody of the facility; and

WHEREAS, the Juvenile Division has a need to contract with a vendor for client management software to track client contacts, risk assessment information, detention and placement history, and school information; and

WHEREAS, the Juvenile Division is required by statute to track certain information in order to receive Child Care Funding; and

WHEREAS, pursuant to resolution #23-221, in order to meet this need, the Board of Commissioners approved the Juvenile Division's request to purchase Bizstream Youth Center client management software and 50 licenses for the probation department; and

WHEREAS, Bizstream is the parent company of "Youth Center", a client management software designed to track client contacts, risk assessment information, detention and placement history, school information, programs and services; and

WHEREAS, in order to maximize the functionality of Bizstream and to ensure full compliance with statute, 30 additional licenses are necessary for detention staff; and

WHEREAS, Bizstream encompasses both a probation and detention platform which allow staff from either department to communicate and share information about youth in a more efficient fashion as well as maintain a more accurate client record for the purpose of data collection, reporting, and analysis; and

WHEREAS, effective October 1st, 2024, pursuant to MCL400.117a (14), a county may utilize juvenile client management software to allow for statewide juvenile justice data aggregation, analysis, and reporting, therefore, Bizstream is now eligible for 75% State Child Care Fund reimbursement.

THEREFORE, BE IT RESOLVED, that the Ingham County Board of Commissioners is hereby authorized to renew the contract with Bizstream for purposes of providing the "Youth Center" client management software at

a rate of \$2625 monthly, not to exceed \$31,500 annually. The contract shall be in effect March 1, 2025 through February 28, 2026.

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

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

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 20

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING THE JUVENILE DIVISION TO RENEW AGREEMENT WITH GLOBAL EAGLE BUSINESS TRANSFORMATIONAL SPECIALISTS

RESOLUTION #24 – 535

WHEREAS, the Juvenile Division is committed to its staffs' growth and professional development; and

WHEREAS, the Board of Commissioners approved the request to enter into agreement with Global Eagle pursuant to Resolution #20-370; and

WHEREAS, the training courses allow Juvenile Division staff to continue training on topics such as: Leadership, Unconscious Bias, Sexual Harassment, Decision Making, Communication, Safety and Team Building; and

WHEREAS, over the last several years the Juvenile Division has remained pleased with the Learning Management Software, as a result of its utilization, staff's skills have been kept sharp and up to date; and

WHEREAS, the Juvenile Division is interested in continuing its contract with Global Eagle Business Transformation Specialists to provide Learning Management Software (LMS); and

WHEREAS, entering into 3-year contracts allow for the County and Court to better forecast training costs for the coming years; and

WHEREAS, funds for this contract have been approved in the Juvenile Division's 2025 budget.

THEREFORE, BE IT RESOLVED, that the Ingham County Board of Commissioners is hereby authorized to Renew the contract with Global Eagle Business Transformational Specialists for purposes of providing Learning Management Software at rate not to exceed \$12,825 for the duration of the contract, where \$4,275.00 will be paid annually. The contract will be effective October 1, 2024 through September 30, 2027.

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

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 21

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING ADJUSTMENTS TO THE 2024 INGHAM COUNTY BUDGET

RESOLUTION #24 – 536

WHEREAS, the Board of Commissioners adopted the 2024 Budget on October 24, 2023 and has authorized certain amendments since that time, and it is now necessary to make some adjustments as a result of updated revenue and expenditure projections, fund transfers, reappropriations, accounting and contractual changes, errors and omissions, and additional appropriation needs; and

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

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

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

<u>FUND</u>	DESCRIPTION	2024 BUDGET 10/16/24	PROPOSED CHANGES	PROPOSED BUDGET
101	General Fund	\$105,048,652	45,729	\$105,094,381
664	Mach. & Equip. Revolving	\$2,429,906	367,500	\$2,797,406

GENERAL FUND REVENUES

	<u> 2024 Budget –</u>	<u>Proposed</u>	2024 Proposed
	<u>10/16/24</u>	<u>Changes</u>	<u>Budget</u>
Tax Revenues			
County Property Tax	64,435,121	0	64,435,121
Property Tax Adjustments	(175,000)	0	(175,000)
IFT/CFT	275,000	0	275,000

Trailer Fee Tax/Other	186,000	0	186,000
Intergovernmental Transfers			
State Revenue Sharing	7,975,470	0	7,975,470
Convention/Tourism Tax - Liquor	1,980,804	0	1,980,804
Cigarette/Marijuana/SPP Tax	2,575,000	0	2,575,000
Court Equity Funding	1,200,000	0	1,200,000
Personal Property Tax Replacement	575,000	0	575,000
Use of Fund Balance – Uncommitted	1,032,644	0	1,032,644
Department Generated Revenue			
Animal Control	1,781,693	0	1,781,693
Circuit Court - Family Division	1,441,296	0	1,441,296
Circuit Court - Friend of the Court	728,207	0	728,207
Circuit Court - General Trial	1,646,046	0	1,646,046
Controller	0	0	0
Cooperative Extension	2,500	0	2,500
County Clerk	1,021,700	0	1,021,700
District Court	1,463,898	0	1,463,898
Drain Commissioner/Drain Tax	495,500	0	495,500
Economic Development	46,650	0	46,650
Elections	67,100	0	67,100
Homeland Security/Emergency Ops	56,000	0	56,000
Equalization /Tax Mapping	10,100	0	10,100
Facilities	0	0	0
Financial Services	75,285	0	75,285
Health Department	0	0	0
Human Resources	56,249	0	56,249
Probate Court	465,877	45,729	511,606
Prosecuting Attorney	1,826,665	0	1,826,665
Register of Deeds	3,018,000	0	3,018,000
Remonumentation Grant	85,000	0	85,000
Sheriff	4,759,356	0	4,759,356
Treasurer	5,214,025	0	5,214,025
Tri-County Regional Planning	63,582	0	63,582
Veteran Affairs	663,884	0	663,884
Total General Fund Revenues	105,048,652	45,729	105,094,381

GENERAL FUND EXPENDITURES

	<u>2024 Budget – 10/16/24</u>	Proposed	2024 Proposed
	10/16/24	<u>Changes</u>	Budget
Board of Commissioners	834,894	0	834,894
Circuit Court - General Trial	8,651,433	0	8,651,433
District Court	3,998,356	0	3,998,356
Circuit Court - Friend of the Court	1,871,783	0	1,871,783
Jury Board	1,190	0	1,190
Probate Court	2,328,366	45,729	2,374,095
Circuit Court - Family Division	6,719,081	0	6,719,081
Jury Selection	202,384	0	202,384
Elections	725,712	0	725,712
Financial Services	1,949,813	0	1,949,813
County Attorney	519,985	0	519,985
County Clerk	1,605,972	0	1,605,972
Controller	1,125,934	0	1,125,934
Equalization/Tax Services	874,676	0	874,676
Human Resources	1,618,517	0	1,618,517
Prosecuting Attorney	10,218,282	0	10,218,282
Public Defender	890,347	0	890,347
Purchasing	424,167	0	424,167
Facilities	2,427,497	0	2,427,497
Register of Deeds	1,105,519	0	1,105,519
Remonumentation Grant	85,000	0	85,000
Treasurer	1,248,462	0	1,248,462
Drain Commissioner	1,369,878	0	1,369,878
Economic Development	105,000	0	105,000
Community Agencies	430,049	0	430,049
Ingham Conservation District Court	10,000	0	10,000
Equal Opportunity Committee	500	0	500
Women's Commission	500	0	500
Historical Commission	500	0	500
Tri-County Regional Planning	112,491	0	112,491
Jail Maintenance	231,712	0	231,712
Sheriff	28,076,786	0	28,076,786
Metro Squad	31,057	0	31,057
Community Corrections	91,591	0	91,591
Animal Control	3,476,764	0	3,476,764
Emergency Operations	392,852	0	392,852
Board of Public Works	300	0	300
Drain Tax at Large	889,579	0	889,579
Health Department	8,048,272	0	8,048,272

CHC	5,214,644	0	5,214,644
Jail Medical	0	0	0
Medical Examiner	812,286	0	812,286
Substance Abuse	993,647	0	993,647
Community Mental Health	2,449,194	0	2,449,194
Department of Human Services	1,975,712	0	1,975,712
Tri-County Aging	76,048	0	76,048
Veterans Affairs	1,046,667	0	1,046,667
Cooperative Extension	458,968	0	458,968
Parks and Recreation	2,058,610	0	2,058,610
Contingency Reserves	126,784	0	126,784
Attrition	-3,534,477		-3,534,477
Legal Aid	19,000	0	19,000
Environmental Affairs	69,000	0	69,000
2-1-1 Project	45,750	0	45,750
Community Coalition for Youth	25,000	0	25000
Capital Improvements	1,516,618	0	1,516,618
American Rescue Funds	-1,000,000	0	-1,000,000
Total General Fund Expenditures	105,048,652	45,729	105,094,381

General Fund Revenues

Probate Court Increase by SOM reimbursement of Judges Salaries

(\$45,729).

General Fund Expenditures

Probate Court To appropriate additional funds from SOM to reimburse the

Judges Salaries. (\$45,729)

Non-General Fund Adjustments

Mach./Equip. Revolving (F664)

Re-Appropriate Circuit Court's 2020 Courtroom Gates project (\$40,000) and covert this to purchase evidence lockers at Circuit Court. Re-appropriate Circuit Court's 2022 Scanners (\$7,500), 2023 projects General Trial Division changes with case management (\$150,000), Pretrial Services CMS (\$95,000) and VMC/GPB Security

Cameras (\$75,000).

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

Commissioner Grebner moved to adopt the resolution. Commissioner Morgan supported the motion.

The motion to adopt the resolution carried via unanimous roll call vote. Absent: Commissioners Cahill and Schafer.

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 22

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION MAKING AN APPOINTMENT TO THE BOARD OF HEALTH

RESOLUTION #24 – 537

WHEREAS, several vacancies exist on the Board of Health; and

WHEREAS, the Human Services Committee interviewed those interested in serving on this Board.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby appoints: Carrie Waggoner, 2119 Northampton Way, Lansing, 48912

to the Board of Health to a term expiring December 31, 2027.

HUMAN SERVICES: Yeas: Cahill, Tennis, Peña, Pawar, Ruest

Nays: None Absent: Trubac, Morgan Approved 11/04/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 23

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT FOR MICHIGAN STATE UNIVERSITY EXTENSION SERVICES BETWEEN MICHIGAN STATE UNIVERSITY AND INGHAM COUNTY APPROVING THE ANNUAL WORK PLAN FOR 2025

RESOLUTION #24 – 538

WHEREAS, Michigan State University Extension (MSUE), in collaboration with Ingham County are committed to helping people improve their lives through initiatives in four Extension Educational Program Institutes; and

WHEREAS, MSUE will provide access to educators appointed to the four Institutes and MSU faculty affiliated with each Institute to deliver core programs; and

WHEREAS, MSUE will provide administrative oversight of operating expenses for educators, 4-H coordinators, and other MSUE program staff and faculty who provide programming to counties; and

WHEREAS, the Ingham County Board of Commissioners will provide office space for a County Extension office, including utilities, telephone and access to high speed internet; and

WHEREAS, the Ingham County Board of Commissioners will provide clerical staff for the Extension office that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet and media; and

WHEREAS, the parties will adhere to all applicable federal, state and local laws, ordinances, rules, and regulations prohibiting discrimination.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an annual Work Plan that includes a county assessment not to exceed \$317,919 with MSU Extension for the period of January 1, 2025 through December 31, 2025 for delivery of Extension services and education.

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

HUMAN SERVICES: Yeas: Cahill, Tennis, Peña, Pawar, Ruest

Nays: None Absent: Trubac, Morgan Approved 11/04/24

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 24

Introduced by the Human Services and Finance Committees:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND RESOLUTION #24-245 AUTHORIZING A CONTRACT WITH DR. KATHLEEN FOUCHE-BRAZZLE

RESOLUTION #24 – 539

WHEREAS, Ingham County Health Department (ICHD) wishes to Amend Resolution #24-245 with Dr. Kathleen Fouche-Brazzle in an amount not to exceed \$45,000, effective September 1, 2024 through May 30, 2025; and

WHEREAS, Resolution #24-245 authorized eight hours per week of Psychiatry services and this amendment will reduce those hours to four hours weekly; and

WHEREAS, this cost will be covered by the HIV Coordination funding included FY2025, FY2026, and FY2027 MDHHS Comprehensive Agreements; and

WHEREAS, Dr. Kathleen Fouche-Brazzle will provide psychiatric consultation to medical providers, direct tele-psychiatric care to patients in ICHD's Ryan White Program, and will provide consultation for the Coordination of Care program; and

WHEREAS, in addition, the psychiatrist will offer consultations on ICHD's diverse patient population and provide clinical guidance, psychiatric diagnosis and recommendations for medication; and

WHEREAS, all other terms of this agreement shall remain the same; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize amending Resolution #24-245 with Dr. Kathleen Fouche-Brazzle in an amount not to exceed \$45,000, effective September 1, 2024 through May 30, 2025.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes amending Resolution #24-245 authorizing a contract with Dr. Kathleen Fouche-Brazzle in an amount not to exceed \$45,000, effective September 1, 2024 through May 30, 2025.

BE IT FURTHER RESOLVED, that this amendment will reduce Dr. Fouche-Brazzle's hours to four hours weekly, and if the option to renew the agreement is exercised, the agreement will not exceed \$45,000.

BE IT FURTHER RESOLVED, that Dr. Kathleen Fouche-Brazzle will provide psychiatric consultation to medical providers, direct tele-psychiatric care to patients in ICHD's Ryan White Program and will provide consultation for the Coordination of Care program.

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

BE IT FURTHER RESOLVED that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract agreement upon approval as to form by the County Attorney.

HUMAN SERVICES: Yeas: Cahill, Tennis, Peña, Pawar, Ruest

Nays: None Absent: Trubac, Morgan Approved 11/04/24

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 25

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR HOUSEHOLD HAZARDOUS WASTE DISPOSAL

RESOLUTION #24 – 540

WHEREAS, Ingham County Health Department's (ICHD) Environmental Health Division (EH) wishes to enter into an agreement with the Michigan Department of Agriculture and Rural Development (MDARD) effective October 1, 2024 through September 30, 2025, in an amount not to exceed \$24,000; and

WHEREAS, ICHD's EH Division operates a Household Hazardous Waste Program (HHW) that accepts hazardous waste for disposal; and

WHEREAS, this program is open to all Ingham county residents free of charge; and

WHEREAS, annually, MDARD contracts with ICHD under the Clean Sweep agreement to provide funding to cover costs of the disposal of pesticides and herbicides collected throughout the year; and

WHEREAS, MDARD has proposed to provide ICHD with up to \$24,000 in funding for FY 2025 to be used for the disposal of pesticides and herbicides; and

WHEREAS, this agreement shall be effective October 1, 2024 through September 30, 2025; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize a Clean Sweep Program agreement with MDARD for up to \$24,000, effective October 1, 2024 through September 30, 2025.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a Clean Sweep Program agreement with MDARD for up to \$24,000, effective October 1, 2024 through September 30, 2025.

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

HUMAN SERVICES: Yeas: Cahill, Tennis, Peña, Pawar, Ruest

Nays: None Absent: Trubac, Morgan Approved 11/04/24

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 26

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ACCEPT FUNDS FOR CONTINUATION OF COVID-19 REGIONAL HEALTH EQUITY COUNCIL (HEC) BACKBONE ORGANIZATION GRANT

RESOLUTION #24 – 541

WHEREAS, Ingham County Health Department (ICHD) wishes a accept funding for the COVID-19 Regional Health Equity Council Backbone Organization Grant from Michigan Public Health Institute (MPHI) and Michigan Department of Health and Human Services (MDHHS) in an amount not to exceed \$100,000, effective October 1, 2024 through September 30, 2025; and

WHEREAS, the funding will be used to support the continuation of a Regional Health Equity Council (HEC) which will address health inequities and social determinants of health in Ingham County; and

WHEREAS, ICHD wishes to enter into sub-agreements with the following partners in the following amounts to support this initiative:

- Capital Area Health Alliance, in an amount not to exceed \$36, 270 to support Council member stipends and regular weekly work from CAHA, a grant co-applicant; and
- Four (TBD) current and/or former HEC mini grantees in an amount not to exceed \$2,555 each to provide training and support group facilitation; and

WHEREAS, these partnerships were vital components of the grant application and discussed with MPHI and MDHHS prior to issuance of the award; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize entering into agreement with MPHI and MDHHS in an amount not to exceed \$100,000, effective October 1, 2024 through September 30, 2025 and aforementioned sub-agreements.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into agreement with MPHI and MDHHS in an amount not to exceed \$100,000 effective October 1, 2024 through September 30, 2025 and aforementioned sub-agreements.

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

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract agreement upon approval as to form by the County Attorney.

HUMAN SERVICES: Yeas: Cahill, Tennis, Peña, Pawar, Ruest

Nays: None Absent: Trubac, Morgan Approved 11/04/24

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 27

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ACCEPT FUNDS FROM THE OFFICE OF REFUGEE RESETTLEMENT (ORR) FOR THE STAR GRANT PROGRAM

RESOLUTION #24 – 542

WHEREAS, Ingham County Health Department's (ICHD's) Community Health Centers (CHCs) wish to accept \$497,130 in funding from the Office of Refugee Resettlement (ORR), effective September 30, 2024 through September 29, 2028; and

WHEREAS, these funds will be used to support the successful resettlement and integration of trauma-affected refugees and others eligible for ORR refugee program services; and

WHEREAS, recipients will provide holistic and integrated trauma assistance services to underserved refugees and other eligible newcomers, including case management, health, psychological, and social adjustment services; and

WHEREAS, there is no additional cost to the county associated with this resolution; and

WHEREAS, the Ingham Community Health Center's Board of Directors and the Medical Health Officer recommend that the Ingham County Board of Commissioners authorize accepting funds from ORR, effective September 30, 2024 through September 29, 2028 in an amount not to exceed \$497,130.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes accepting funds from ORR, effective September 30, 2024 through September 29, 2028 in an amount not to exceed \$497,130.

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

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

HUMAN SERVICES: Yeas: Cahill, Tennis, Peña, Pawar, Ruest

Nays: None Absent: Trubac, Morgan Approved 11/04/24

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 28

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ACCEPT SUBSTANCE USE DISORDER TREATMENT CONTRACT FUNDS FROM MID-STATE HEALTH NETWORK AND RENEWING THE PIPER & GOLD HARM REDUCTION COMMUNITY EDUCATION SERVICES AGREEMENT

RESOLUTION #24 – 543

WHEREAS, Ingham County Health Department (ICHD) wishes to receive \$122,296 from Mid-State Health Network (MSHN) and enter into a contract for Substance Use Disorder (SUD) Prevention services with Piper and Gold Public relations, effective October 1, 2024 through September 30, 2025; and

WHEREAS, renewing the FY25 MSHN SUD Treatment contract will enable ICHD to continue the coordination of the Ingham Rapid Response team, Post Overdose Services, and Harm Reduction Community Education services; and

WHEREAS, the approved FY25 MSHN SUD Treatment contract budget with ICHD includes \$20,000 for renewing the contract with Piper & Gold Public Relations to continue engaging Piper & Gold Public Relations in developing community-driven harm reduction messaging and resources; and

WHEREAS, Piper & Gold Public Relations has provided exemplary services during FY23 and FY24 by developing a community-driven Harm Reduction campaign featuring video, billboard, radio, digital bus advertisements, fliers, rack cards and pocket cards; and

WHEREAS, the Medical Health Officer recommends that the Ingham county Board of Commissioners authorize accepting \$122,296 in funds from MSHN and renewing the contract with MSHN for SUD Treatment services, effective October 1, 2024 through September 30, 2025; and

WHEREAS, Medical the Health Officer also recommends that the Ingham County Board of Commissioners authorize renewing the Harm Reduction Community Education contract with Piper & Gold Public Relations effective through September 30, 2025, and increasing the contract by \$20,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes accepting \$122,296 in funds from MSHN effective October 1, 2024 through September 30, 2025.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes renewing the Harm Reduction Community Education contract with Piper & Gold Public Relations through September 30, 2025, and increasing the contract by \$20,000.

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

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

HUMAN SERVICES: Yeas: Cahill, Tennis, Peña, Pawar, Ruest

Nays: None Absent: Trubac, Morgan Approved 11/04/24

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

ADOPTED – NOVEMBER 12, 2024 AGENDA ITEM NO. 29

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A MEDICAL EXAMINER'S SERVICES AGREEMENT WITH UNIVERSITY OF MICHIGAN - SPARROW HOSPITAL

RESOLUTION #24 – 544

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into a Medical Examiner Services agreement with University of Michigan - Sparrow (UHM-Sparrow) Hospital effective in an annual amount not to exceed \$1,181,340 per year; and

WHEREAS, ICHD and Sparrow entered into a Medical Examiner Services Agreement effective January 1, 2021; and

WHEREAS, on April 1, 2024, Sparrow Hospital joined the Michigan Medicine Clinical Network and was renamed University of Michigan-Sparrow (UMH-Sparrow); and

WHEREAS, due to changes in Federal regulations, UMH-Sparrow will no longer be able to utilize independent contractors as Medical Examiner Investigators (MEIs), but instead, these positions will be filled by UMHSparrow; and

WHEREAS, the terms of this agreement shall be extended from January 1, 2025 through December 31, 2027 for an annual amount not to exceed \$1,181,340 per year; and

WHEREAS, this agreement is \$318,179 in excess of the \$863,161 that the County had budgeted for Medical Examiner services in 2025; and

WHEREAS, the Health (221) Fund has sufficient fund balance to cover the cost increase; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize an agreement with UMH-Sparrow for Medical Examiner Services, effective January 1, 2025 through December 31, 2027 in an annual amount not to exceed \$1,181,340 per year.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with UMH-Sparrow for Medical Examiner Services, effective January 1, 2025 through December 31, 2027 in an annual amount not to exceed \$1,181,340 per year.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any budget adjustments consistent with this resolution, with all costs in excess of what was budgeted for 2025 to come from the fund balance of the Health (221) Fund.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract agreement upon approval as to form by the County Attorney.

HUMAN SERVICES: Yeas: Cahill, Tennis, Peña, Pawar, Ruest

Nays: None Absent: Trubac, Morgan Approved 11/04/24

FINANCE: Yeas: Grebner, Tennis, Sebolt, Polsdofer, Lawrence, Maiville

Nays: None Absent: Morgan, Johnson Approved 11/06/24

SPECIAL ORDERS OF THE DAY

Commissioner Lawrence moved to reappoint the following:
Josephine Washington to the Community Health Center Board,
Stephanie Thomas and Brett Marr to the Parks Commission,
And Amber Denney, Alexander Woods, and Dana Watson to the Racial Equity Task Force.

Commissioner Tennis supported the motion.

The motion carried unanimously. Absent: Commissioners Cahill and Schafer.

PUBLIC COMMENT

None.

COMMISSIONER ANNOUNCEMENTS

Commissioner Grebner stated that Judge Thomas Brown had passed away and they had always been a voice of reason. Commissioner Grebner further stated that Judge Brown had been a circuit court judge when the bench was divided and had been a fair-minded individual who was always concerned about civil liberties.

Commissioner Peña stated that the Capital Area Transportation Authority (CATA) Downtown Transportation Center would be hosting Hunger and Homeless Awareness Week on Thursday, November 21, 2024. Commissioner Peña further stated they would be handing out various items and providing vaccinations.

The flyer for the event was included in the minutes as Attachment A.

Commissioner Pawar stated she was thankful for all of her colleagues who had recommitted themselves to service for next four years and welcomed the Commissioners Elect who would be coming in. Commissioner Pawar further stated it was good for the community to know they would have a solid Board of Commissioners.

Commissioner Pawar thanked Barb Byrum, Ingham County Clerk, for overseeing the elections and that the November 5, 2024 General Election had been perceived as fair. Commissioner Pawar further congratulated Clerk Byrum on a well-run election.

Chairperson Sebolt asked for a round of applause for Clerk Byrum and their staff.

CONSIDERATION AND ALLOWANCE OF CLAIMS

Commissioner Morgan moved to pay the claims in the amount of \$56,676,474.13. Commissioner Grebner supported the motion.

The motion carried unanimously. Absent: Commissioners Cahill and Schafer.

ADJOURNMENT

The meeting was adjourned at 6:40 p.m.

Attachment A: Hunger and Homelessness Awareness Week

Attachment A: Hunger and Homelessness Awareness Week

COMMUNITY

HUNGER & HOMELESSNESS AWARENESS WEEK

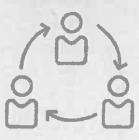
THURSDAY, NOVEMBER 21, 2024 10 AM - 1 PM

CATA DOWNTOWN TRANSPORTATION CENTER 420 S. GRAND AVENUE, LANSING, MI 48933

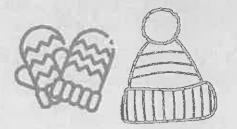
COATS FOR ADULTS



AGENCY RESOURCES



HATS **₹** GLOVES



VARIOUS VACCINATIONS



PERSONAL ITEMS



PLEASE NOTE:

WALK-THROUGH SERVICES ONLY

AN INSURANCE CARD IS RECOMMENDED TO RECEIVE VACCINATIONS



Andy Schor, Mayor

CITY OF LANSING

HUMAN RELATIONS & COMMUNITY SERVICES DEPARTMENT KIMBERLY A. COLEMAN, DIRECTOR 517-483-4477 IN PARTNERSHIP WITH:



FOUNDATION P









Becky Bennett

From:

Kai Christiansen <christiansen.kai@gmail.com>

Sent:

Tuesday, November 12, 2024 8:35 PM

To:

Becky Bennett

Cc:

Jared Cypher; Lindsey Mckeever

Subject:

Ingham County Fair Board of Directors - Kai Christiansen Resignation

Good evening, Ms. Bennett:

I am reaching out to you this evening to inform you that at the Ingham County Fair Board meeting this evening, I announced my resignation from the Board of Directors.

Recently, I have been struggling with the lack of time I have to commit to the Board and the fairgrounds at large. I hope that someone is able to come in and fill my seat that is able to commit more time and effort to the Board than I am presently able to do.

Thank you for facilitating my participation in the Board and I look forward to the possibility of serving our community in another capacity in the future.

Thank you again,

Kai Christiansen 517-712-9315

Becky Bennett

From: Nick Lentz <nicklentz18@gmail.com>

Sent: Thursday, November 14, 2024 1:00 PM

To: Becky Bennett

Subject: Resignation from Parks Commission

Hi Becky,

After winning my election to Township Board last week, I would like to formally resign from the Ingham County Parks Commission, effective 11.19.24. I will be sworn in on 11.20.24 and would like to attend the meeting on 11.18.24 as my last meeting as a board member.

Please let me know if there are any issues with that. Thank you for everything.

--

Nickolas Lentz Associate | Capitol Fundraising Associates (517) 202-4927

Becky Bennett

From: Katreva Bisbee <katrevabisbee@gmail.com>
Sent: Tuesday, November 19, 2024 10:44 AM

To: Becky Bennett; Dana Chase

Subject: KBisbee BOARD SERVICE

Dear Board of Commissioners & ICHC Board Members,

I am writing to formally inform you I will not be continuing my position on the ICHC Board, effective December 31, 2024. It has been a privilege to serve since 2018 alongside such dedicated individuals and contribute to ICHC's mission and goals.

Thank you for the opportunity and support during my tenure. I gained much knowledge, insight and formed great relationships over tge years. I wish the board and the organization continued success in the future.

Sincerely, Katreva N. Bisbee

CITY OF LANSING NOTICE OF PUBLIC HEARING

The Lansing City Council will hold a public hearing on **Monday, December 2, 2024**, at 7:00 p.m. in the Tony Benavides City of Lansing Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Ave. Lansing, MI 48933, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the approval of Transformational Brownfield Plan #87 – New Vision Lansing pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for properties commonly referred to as New Vision Lansing Project located in the City of Lansing, but more particularly described as:

Address	Legal Description	Parcel ID
125 EAST WASHTENAW	E 63 FT LOT 6 BLOCK 114 ORIG PLAT	33-01-01-16-404-151
217 SOUTH GRAND	COM AT SW COR LOT 4, TH S 12 FT, E 91 FT, N 74.9 FT, W 30 FT, S 5 FT, W 61 FT, S 57.9 FT TO BEG; BLOCK 113 ORIG PLAT	33-01-01-16-402-041
213 SOUTH GRAND	COM SW COR LOT 2, TH E 31 FT, N 10 FT, E 65.07 FT, S 03DEG 05MIN E 79.8 FT +/- TO A PT 3.75 FT S OF N LINE LOT 4, W 9.1 FT +/- TO A PT 91 FT E OF W LINE LOT 4, N .65 FT, W 30 FT, S 5 FT, W 61 FT, N 74.1 FT TO BEG; BLOCK 113 ORIG PLAT	33-01-01-16-402-032
0 EAST WASHTENAW	PART OF LOTS 3, 4 & 5, BLOCK 113, ORIGINAL PLAT, CITY OF LANSING, INGHAM COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 113; THENCE S89°54'07"E, 30.73 FEET ALONG THE NORTH LINE OF LOT 3; THENCE N00°05'53."E, 10.00 FEET; THENCE S89°54'07"E, 65.07 FEET; THENCE S02°51'46"E, 13.52 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUING S89°54'07"E, 46.58 FEET ALONG THE SOUTH LINE OF THE NORTH 4 FEET OF LOT 3, BLOCK 113; THENCE S02°10'40"E, 140.03 FEET; THENCE N89°54'29"W, 57.39 FEET; THENCE N00°00'00"E, 74.25 FEET ALONG A LINE 91.0 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF GRAND AVENUE; THENCE S89°54'07"E, 8.77 FEET ALONG A LINE 3.75 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF LOT 4, BLOCK 113; THENCE N02°51'46"W, 79.29 FEET TO THE POINT OF BEGINNING.	33-01-01-16-402-064
222 S GRAND	S 1/2 LOT 4 BLOCK 114 ORIG PLAT	33-01-01-16-404-171
211 S WASHINGTON	LOTS 3 & 10 ALSO N 1/2 LOT 4, N 32 FT OF E 40 FT LOT 8, S 2/3 OF E 50 FT LOT 9, N 1/3 LOT 9 & S 21 FT LOT 11 BLOCK 114 ORIG PLAT	33-01-01-16-404-031
209 S WASHINGTON SQ	W 117 FT OF N 45 FT LOT 11; BLOCK 114 ORIG PLAT	33-01-01-16-404-022
203 S WASHINGTON SQ	S 2/3 OF W 6 R LOT 12 BLOCK 114 ORIG PLAT	33-01-01-16-404-011
108 S WASHINGTON SQ	S 44 FT LOTS 1 & 2 ALSO N 64 3/8 FT LOTS 9 & 10 BLOCK 110 ORIG PLAT	33-01-01-16-325-051
100 S WASHINGTON SQ	N 48 1/8 FT LOTS 1 & 2 BLOCK 110 ORIG PLAT	33-01-01-16-325-081
221 N WALNUT ST	LOT 3 BLOCK 93 ORIG PLAT	33-01-01-16-158-131

215 N WALNUT ST	LOT 4 BLOCK 93 ORIG PLAT	33-01-01-16-158-121
209 N WALNUT ST	E 87.5 FT LOT 5 & W 28 FT OF N 54 FT OF E 7 R LOT 5 BLOCK 93 ORIG PLAT	33-01-01-16-158-111
201 N WALNUT ST	E 83.5 FT LOT 6 BLOCK 93 ORIG PLAT	33-01-01-16-158-101
406 W OTTAWA ST	S 12 FT OF W 28 FT OF E 7 R LOT 5 & W 32 FT OF E 7 R LOT 6 BLOCK 93 ORIG PLAT	33-01-01-16-158-091
412 W OTTAWA ST	W 3 R LOTS 5 & 6 BLOCK 93 ORIG PLAT	33-01-01-16-158-081
416 W OTTAWA ST	W 1/2 OF E 2/3 LOTS 7 & 8 & COM AT NE COR LOT 8, TH S 34 FT, W 40 FT, S 98 FT, W 15 FT, N 132 FT, E 55 FT TO BEG; BLOCK 93 ORIG PLAT	33-01-01-16-158-071
420 W OTTAWA ST	W 1/2 OF E 2/3 LOTS 7 & 8 & COM AT NE COR LOT 8, TH S 34 FT, W 40 FT, S 98 FT, W 15 FT, N 132 FT, E 55 FT TO BEG; BLOCK 93 ORIG PLAT	33-01-01-16-158-061
426 W OTTAWA ST	W 55 FT LOT 7 & W 55 FT OF S 23 FT LOT 8 BLOCK 93 ORIG PLAT	33-01-01-16-158-051
1223 Turner Street	LOT 11 & N 22 FT LOT 12, MOSELY, HOWARD & OTHERS SUB OF A PART OF BLOCK 11, & LOTS 2, 3 & 4, BLOCK 11 ORIG PLAT, ALSO VAC STS & ALLEYS THEREIN BLOCK 11 ORIG PLAT	33-01-01-09-254-011
Cesar Chavez Ave	COM AT SE COR LOT 1, MOSELEY, HOWARD AND OTHERS SUB; TH N89°47'55"W 109.15 FT; N00°46'31"E122 FT; TH N89°47'55"W 2.63 FT; TH N00°03'47"W .57 FT TO POB; TH N89°13'29"W 36.96 FT; TH N00°46'31"E 4.58 FT; TH N89°13'29"W 19.16 FT; TH S 00°46'31"W 4.58 FT; TH N89°13'29"W 5.73 FT; TH N 02°29'37E 119.38 FT; TH S89°47'55"E 56.52 FT; TH S00°03'47"E119.90 FT TO POB.16 ACRES CITY OF LANSING, INGHAM COUNTY SPLIT/COMBINED ON 01/10/2019 FROM 33-01-01-09-254-021;	33-01-01-09-254-023
Turner Street	LOT 1 & S 78 FT LOT 2 MOSELY, HOWARD AND OTHERS SUB OF A PART OF BLOCK 11	33-01-01-09-254-031
116 W. Ottawa Street	E 43 FT LOT 7 BLOCK 96 ORIG PLAT	33-01-01-16-181-051

Approval of this Transformational Brownfield Plan will enable the Lansing Brownfield Redevelopment Authority to capture incremental tax increases which result from the redevelopment of the property to pay for costs associated therewith. Further information regarding this issue, including maps, plats, and a description of the brownfield plan will be available for public inspection and may be obtained from Chelsea Dowler, Projects Coordinator, Lansing Economic Development Corporation, 401 S. Washington Sq, Suite. 101, Lansing, MI 48933, 517-898-1709.

For more information, please call 517-483-4177. If you are interested in this matter, please attend the public hearing or send a representative. Written comments will be accepted between 8 a.m. and 5 p.m. on City business days if received before 5 p.m., on the day of the Public Hearing at the City Clerk's Office, Ninth Floor, City Hall, 124 West Michigan Ave., Lansing, MI 48933 or email city.clerk@lansingmi.gov.

Chris Swope, Lansing City Clerk www.lansingmi.gov/Clerk www.facebook.com/LansingClerkSwope Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT FOR THE CONSTRUCTION OF PART OF THE OKEMOS CONSOLIDATED DRAIN WITHIN THE ROAD RIGHTS-OF-WAY AND EXECUTE AN ASSIGNMENT AND ASSUMPTION OF DRAINAGE EASEMENT

RESOLUTION #24 –

WHEREAS, the Drainage District is an established body corporate in the County of Ingham, State of Michigan, pursuant to Public Act 40 of 1956, as amended ("Drain Code"), and the Drain Commissioner has jurisdiction of the Okemos Consolidated Drain ("Drain"), an established county drain, which services the properties within the Drainage District; and

WHEREAS, the Drain Commissioner received a petition dated June 1, 2021, requesting the consolidation of the Grettenberger Drain Drainage District and the Meijers Drain Drainage District, with the consolidated drainage district to be known as the Okemos Consolidated Drain Drainage District, and further requesting improvements, including the cleaning out, relocating, widening, deepening, straightening, tiling, extending, improving, relocating along a highway, providing structures, mechanical devices and pumping equipment, adding lands, adding branches, and adding a relief drain (the "Improvements") to the Drain; and

WHEREAS, an Order of Necessity was entered on July 29, 2021, determining that the Improvements petitioned therefore are necessary and conducive to the public health, convenience or welfare, and that the Drainage Districts should be consolidated and the Drain should be improved; and

WHEREAS, the Drainage District is developing plans and specifications for the Improvements to the Drain within the Drainage District, and is in the process of securing easements necessary therefore; and

WHEREAS, said Improvements entail work to be performed in the public road rights-of-way under the control and jurisdiction of the Ingham County Road Department (hereinafter, the "ICRD"), for which permission must be obtained from the ICRD pursuant to Section 321 of the Drain Code, MCL 280.321; and

WHEREAS, said Improvements also necessitate the conveyance of a drainage easement that was granted to the Board of County Road Commissioners of Ingham County in 1969 to the Okemos Consolidated Drain Drainage District to allow for a more uniform stormwater management in the area; and

WHEREAS, the Drain Commissioner has requested that the ICRD enter into an agreement to grant a license and permission to construct the Drain in road rights-of-way under the jurisdiction of the ICRD, and further execute the Assignment and Assumption of Easement, assigning the rights granted under the 1969 drainage easement to the Okemos Consolidated Drain Drainage District; and

WHEREAS, the ICRD and the Drain Commissioner agree to cooperate to assure that drainage from properties and roads is unobstructed and that the roads are left in equal, or better, condition once construction is completed in accordance with the terms of the Agreement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with the Okemos Consolidated Drain Drainage District by and through the Ingham County Drain Commissioner to construct the portion of the Okemos Consolidated Drain within road rights-of-way under the jurisdiction of the ICRD, and further authorizes the execution of the Assignment and Assumption of Easement, assigning the rights granted under the 1969 drainage easement to the Okemos Consolidated Drain Drainage District.

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None Absent: None Approved 11/19/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE PURCHASE OF BEYONDTRUST EPM SECURITY SOFTWARE FROM CDW-G

RESOLUTION #24 –

WHEREAS, Ingham County has increased security on end-point computers; and

WHEREAS, the increased security had caused problems with the function of several software packages utilized by the County; and

WHEREAS, the solution purchased in 2018 requires staff to customize each application that needs increased security rights; and

WHEREAS, several prospective solutions were considered to alleviate this issue with BeyondTrust Endpoint and Privilege Manager being determined to be the most appropriate solution; and

WHEREAS, this expenditure has been planned for and budgeted and will alleviate the inefficiencies caused by elevated security practices.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners do hereby authorize the purchase of BeyondTrust EPM software from CDW-G in the amount not to exceed \$14,570.53.

BE IT FURTHER RESOLVED, that the total cost will be paid from the Innovation and Technology's Network Fund (#636-25810-932032).

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

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None Absent: None Approved 11/19/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE A HARDWARE MAINTENANCE AGREEMENT FROM CDW-G

RESOLUTION #24 –

WHEREAS, the Innovation and Technology Department (ITD) maintains a virtualized server environment which runs on computer hardware which is critical to the operation of Ingham County; and

WHEREAS, our current existing warranty will expire in January of 2025; and

WHEREAS, ITD is recommending a 24-month agreement for a total cost not to exceed \$21,000.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the purchase of the hardware maintenance from CDW-G for 24 months, beginning in January 2025, in the amount not to exceed \$21,000.

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

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

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None Absent: None Approved 11/19/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE CARPET REPLACEMENT AT THE INGHAM COUNTY FAMILY CENTER

RESOLUTION #24 –

WHEREAS, the carpet at the Ingham County Family Center, located at 1601 W. Holmes Rd., Lansing, has become worn and requires replacement to ensure a safe and welcoming environment; and

WHEREAS, the Facilities Department has received a quote from Seelye Group for the carpet replacement, with a cost of \$119,363.31, and additional contingency funds are allocated, bringing the total project cost not to exceed \$124,000; and

WHEREAS, funds are available in the Public Improvement Funds line item 24513099-976000-24F15 to cover the cost of this project; and

WHEREAS, Seelye Group is a vendor under cooperative contract purchasing packet 256-24, allowing for competitive pricing and efficient procurement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves a contract with Seelye Group for the carpet replacement project at the Ingham County Family Center, with a total cost not to exceed \$124,000.

BE IT FURTHER RESOLVED, that the Controller's Office is authorized to make the necessary budget adjustments and process payments as outlined in the proposal and project plan upon completion.

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None Absent: None Approved 11/19/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE RECLASSIFICATION REQUESTS FOR ICEA COUNTY PROFESSIONALS UNIT, UAW TOPS UNIT, AND MNA UNIT EMPLOYEES

RESOLUTION #24 –

WHEREAS, the ICEA County Professional Unit, UAW TOPS Unit, and MNA Unit collective bargaining agreements are effective January 1, 2022 through December 31, 2024; and

WHEREAS, these documents include a process for employee submission of reclassification requests; and

WHEREAS, the Human Resources Department has executed the approval process for reclassification requests for employees in these groups.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the following changes:

Position No.	Position Title	Action
601428	Assistant Social Worker to	
	Maternal Infant Health Program	
	Social Worker	Move from ICEA Co Pro 5 to ICEA Co Pro 7
229031	Diversion Caseworker	Move from ICEA Co Pro 6 to ICEA Co Pro 8
229032	Diversion Coordinator	Move from ICEA Co Pro 8 to ICEA Co Pro 11
601014	Bookkeeping Coordinator –	
	Accounts Payable	Move from UAW F to UAW H
601504	Community Health Worker to	
	Recovery Support Specialist	Move from UAW F to UAW H
601309	Health Center Nurse	Move from MNA 1 to MNA 3
601277	Health Center Nurse	Move from MNA 1 to MNA 3
601247	Health Center Nurse	Move from MNA 1 to MNA 3
601301	Health Center Nurse	Move from MNA 1 to MNA 3
601248	Health Center Nurse	Move from MNA 1 to MNA 3
601275	Health Center Nurse	Move from MNA 1 to MNA 3
601195	Health Center Nurse	Move from MNA 1 to MNA 3
601214	Health Center Nurse	Move from MNA 1 to MNA 3
601549	Health Center Nurse	Move from MNA 1 to MNA 3
601207	Health Center Nurse	Move from MNA 1 to MNA 3
601413	Health Center Nurse	Move from MNA 1 to MNA 3
601412	Health Center Nurse	Move from MNA 1 to MNA 3
601257	Health Center Nurse	Move from MNA 1 to MNA 3
601312	Health Center Nurse	Move from MNA 1 to MNA 3
601388	Health Center Nurse	Move from MNA 1 to MNA 3

601448	Health Center Nurse	Move from MNA 1 to MNA 3
601510	Health Center Nurse	Move from MNA 1 to MNA 3
601543	Nurse Assessor	Move from MNA 2 to MNA 3
601350	Charge Nurse	Move from MNA 3 to MNA 5
601274	Charge Nurse	Move from MNA 3 to MNA 5
601229	Charge Nurse	Move from MNA 3 to MNA 5
601300	Charge Nurse	Move from MNA 3 to MNA 5
601069	Quality Improvement Coordinator	Move from MNA 3 to MNA 5
601094	Immunization Nurse	Move from MNA 1 to MNA 3
601087	Immunization Nurse	Move from MNA 1 to MNA 3
601089	Immunization Nurse	Move from MNA 1 to MNA 3
601090	Immunization Nurse	Move from MNA 1 to MNA 3
601088	Immunization Nurse	Move from MNA 1 to MNA 3
601098	Immunization Nurse	Move from MNA 1 to MNA 3
3601093	Immunization Clinic Supervisor	Move from MNA 5 to MNA 6
601051	Disease Control Nurse	Move from MNA 3 to MNA 4
601050	Disease Control Nurse	Move from MNA 3 to MNA 4
601046	Disease Control Nurse	Move from MNA 3 to MNA 4
601047	Disease Control Nurse	Move from MNA 3 to MNA 4
601398	Disease Control Lead	Move from MNA 4 to MNA 5

2024

2024

Position Title Current Grade, Step 5 Proposed Grade, Step 5 Difference MIHP Social Worker ICEA Co Pro 5: 61,602.65 ICEA Co Pro 7: 73,038.20 11,435.55 **Diversion Caseworker** ICEA Co Pro 6: 66,728.37 ICEA Co Pro 8: 72,687.10 5,958.73 **Diversion Coordinator** ICEA Co Pro 8: 79.657.39 ICEA Co Pro 11:101,022.09 21,364.70 UAW F: 50,645.23 Bookkeeping Coord. – AP UAW H: 56,715.98 6,070.75 6,070.75 **Recovery Support Specialist** UAW F: 50,645.23 UAW H: 56,715.98 Health Center Nurse MNA 1: 70,667.87 MNA 3: 80,482.10 9,814.23 Health Center Nurse MNA 1: 70,667.87 MNA 3: 80,482.10 9,814.23 Health Center Nurse MNA 1: 70,667.87 MNA 3: 80,482.10 9,814.23 Health Center Nurse MNA 1: 70,667.87 MNA 3: 80,482.10 9,814.23 Health Center Nurse MNA 1: 70,667.87 MNA 3: 80,482.10 9,814.23 Health Center Nurse MNA 1: 70,667.87 MNA 3: 80,482.10 9.814.23 Health Center Nurse MNA 1: 70,667.87 MNA 3: 80,482.10 9,814.23 Health Center Nurse MNA 1: 70,667.87 MNA 3: 80,482.10 9.814.23 Health Center Nurse MNA 1: 70,667.87 MNA 3: 80,482.10 9,814.23 Health Center Nurse MNA 1: 70,667.87 9,814.23 MNA 3: 80,482.10 Health Center Nurse MNA 1: 70,667.87 MNA 3: 80,482.10 9,814.23 Health Center Nurse MNA 1: 70,667.87 MNA 3: 80,482.10 9.814.23 Health Center Nurse MNA 1: 70,667.87 MNA 3: 80,482.10 9,814.23 Health Center Nurse MNA 1: 70,667.87 MNA 3: 80,482.10 9,814.23 Health Center Nurse MNA 1: 70,667.87 MNA 3: 80,482.10 9,814.23 Health Center Nurse MNA 1: 70,667.87 MNA 3: 80,482.10 9.814.23 Health Center Nurse MNA 1: 70,667.87 MNA 3: 80,482.10 9,814.23 Nurse Assessor MNA 2: 73,783.38 MNA 3: 80,482.10 9,814.23 MNA 3: 80,482.10 Charge Nurse MNA 5: 88,016.64 7,534.54 Charge Nurse MNA 3: 80,482.10 MNA 5: 88,016.64 7,534.54 Charge Nurse MNA 3: 80,482.10 MNA 5: 88,016.64 7,534.54

Charge Nurse	MNA 3: 80,482.10	MNA 5: 88,016.64	7,534.54
Quality Improvement Coordinator	MNA 3: 80,482.10	MNA 5: 88,016.64	7,534.54
Immunization Nurse	MNA 1: 70,667.87	MNA 3: 80,482.10	9,814.23
Immunization Nurse	MNA 1: 70,667.87	MNA 3: 80,482.10	9,814.23
Immunization Nurse	MNA 1: 70,667.87	MNA 3: 80,482.10	9,814.23
Immunization Nurse	MNA 1: 70,667.87	MNA 3: 80,482.10	9,814.23
	2024	2024	
Position Title	Current Grade, Step 5	Proposed Grade, Step 5	Difference
Immunization Nurse	MNA 1: 70,667.87	MNA 3: 80,482.10	9,814.23
Immunization Nurse	MNA 1: 70,667.87	MNA 3: 80,482.10	9,814.23
Immunization Clinic Supv.	MNA 5: 88,016.64	MNA 6:108,159.64	20,143.00
Disease Control Nurse	MNA 3: 80,482.10	MNA 4: 84,249.38	3,767.28
Disease Control Nurse	MNA 3: 80,482.10	MNA 4: 84,249.38	3,767.28
Disease Control Nurse	MNA 3: 80,482.10	MNA 4: 84,249.38	3,767.28
Disease Control Nurse	MNA 3: 80,482.10	MNA 4: 84,249.38	3,767.28
Disease Control Lead	MNA 4: 84,249.38	MNA 5: 88,016.64	3,767.28
TOTAL:			\$ 363,094.10

BE IT FURTHER RESOLVED, that these reclassifications are effective the first full pay period following the date of their submission to the Human Resources Department.

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None **Approved 11/19/24 Absent:** None

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

Nays: None Absent: Tennis, Polsdofer **Approved 11/20/24** Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE ACCEPTANCE OF \$1,500,000 OF STATE OF MICHIGAN APPROPRIATIONS FOR KIRBY ROAD/KINNEVILLE ROAD PROJECT

RESOLUTION #24 –

WHEREAS, the State of Michigan FY 2025 Budget was signed by Governor Gretchen Whitmer on July 24, 2024; and

WHEREAS, Budget Section 1111 (2) of the FY 2025 State Budget states, "The part 1 appropriation for critical infrastructure projects must be expended for the following: (a) \$1,500,000.00 for a road project to a county with a population between 280,000 and 290,000 according to the latest federal decennial census"; and

WHEREAS, Ingham County is the county referred to; and

WHEREAS, these funds will go toward the repaving sections of Kirby Road and Kinneville Road, and the Kirby/Kinneville intersection; and

WHEREAS, no project costs will be incurred for a project prior to an official notice of an award, completion of required agreement and formal written authorization to incur costs is received from the State of Michigan.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes that Ingham County accept \$1,500,000 of state budget appropriations general funds for the Kirby Road/Kinneville Road project.

BE IT FURTHER RESOLVED, that the Controller's Office will ensure the request is eligible for State Budget Appropriations funding.

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

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign all applications, attachments, grant agreements, and all amendments, after approval as to form by the County Attorney, if deemed necessary.

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None Absent: None Approved 11/19/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville
Nays: None
Absent: Tennis, Polsdofer
Approved 11/20/24

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING COMMISSIONER COMPENSATION FOR 2025 THROUGH 2028

RESOLUTION #24 –

WHEREAS, the Board of Commissioners is authorized to establish the compensation for the Board of Commissioners; and

WHEREAS, the Board of Commissioners cannot make changes in compensation which affect the Board during the current term, but can make changes to be effective for the next term; and

WHEREAS, the Board of Commissioners wishes to establish the Commissioners' Compensation for the period of January 1, 2025 through December 31, 2028

THEREFORE BE IT RESOLVED, that effective on the dates specified, the salaries for the Ingham County Board of Commissioners shall increase as indicated below.

	Current Compensation	January 1 2025	January 1, 2026 (3%)	January 1, 2027 (3%)	January 1, 2028 (3%)
Board Chair	\$18,492	\$25,000	\$25,750	\$26,523	\$27,318
Vice-Chair/Vice-Chair Pro-Tem/Committee Chair	\$13,482	\$22,500	\$23,175	\$23,870	\$24,586
Commissioner	\$12,360	\$20,400	\$21,012	\$21,642	\$22,292

BE IT FURTHER RESOLVED, that each Commissioner shall continue to be paid a \$75.00 per diem for attending each officially called Standing Committee and Board Meeting of which the Commissioner is a member, including Committee of the Whole and Board Leadership to a maximum of eighty (80) per year, provided, however, that a Commissioner shall not be entitled to a payment for more than two (2) meetings per day; and provided further that Commissioners shall not be eligible for payment for a committee meeting which occurs on the same day as a board meeting.

BE IT FURTHER RESOLVED, that the above-stated salaries for Ingham County Commissioners shall not preclude a Commissioner from receiving a per diem payment when he/she is appointed to a statutory board and/or agency by the County Board of Commissioners. Commissioners shall receive the same per diem as non-

Commissioner members appointed by the Board of Commissioners to statutory boards and/or agencies, in addition to the above stated salary, provided that a per diem Commissioner payment is not prohibited by the specific statute in question.

BE IT FURTHER RESOLVED, that the Director of the Board of Commissioner's Office shall be responsible for periodically preparing appropriate vouchers for the payment of per diem for each Commissioner, based on the approved minutes of each Standing Committee, Committee of the Whole, and Board Leadership meeting, and that said voucher shall be approved and signed by the individual Commissioners prior to its submission for payment.

BE IT FURTHER RESOLVED, that each Commissioner may, at his/her own expense, purchase health insurance, including dental and vision, as now or in the future provided by the County to its Managers.

BE IT FURTHER RESOLVED, that the retirement benefit for Commissioners who began serving prior to January 1, 2013 shall be MERS plan C-2 with B-1 base, 55F with 15 years; V6, FAC5, with Commissioners paying 4.76% of salary; which includes a 1.2% increase in Commissioner contributions, provided, however, that each Commissioner at the beginning of his/her term has the option of choosing to participate in the retirement plan.

BE IT FURTHER RESOLVED, effective January 1, 2013 Commissioners shall be covered under a MERS Hybrid Plan.

BE IT FURTHER RESOLVED, that Commissioners shall receive reimbursement for travel outside Ingham County only for actual miles traveled on county business, at the rate established by the Internal Revenue Service, provided, however, that said mileage reimbursement is not more than that set for State Officers as determined by the State Officers Compensation Commission. In the event that the above stated mileage reimbursement exceeds the mileage rate established by the State Officers Compensation Commission, then under such circumstances that rate established by the State Officers Compensation Commission shall supersede the above stated rates. This paragraph shall apply to out-of-county travel only. Commissioners shall not receive mileage reimbursement for intra-county travel, except when in the process of traveling in the County as stated above and as otherwise provided hereunder.

BE IT FURTHER RESOLVED, that the reimbursement for expenses associated with conferences and conventions shall continue to be provided for Commissioners in the attached Travel Policy and Procedures for Ingham County Commissioners.

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar Nays: Ruest, Schafer Absent: None Approved 11/19/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

Nays: None Absent: Tennis, Polsdofer Approved 11/20/24

TRAVEL POLICY AND PROCEDURES FOR INGHAM COUNTY COMMISSIONERS

- 1. Each Commissioner may be reimbursed up to \$1,500 annually for costs of transportation, meals and lodging associated with attending conferences or conventions in his/her capacity as a County Commissioner. Expenses for incidental travel and alcoholic beverages while at such conferences and conventions will not be reimbursed. Expenses must be reimbursed in the year in which they are incurred.
- 2. The cost of registration not exceeding \$1,000 per Commissioner for in-state and out-of state conferences or conventions may be paid from the Board of Commissioners budget and will not be counted as part of the Commissioners annual \$1,500 travel reimbursement allowance.
- 3. In the event that a Commissioner is appointed or elected to an office by a state or national association, the Board may, by resolution, recognize the position and allocate up to an additional \$1,500 annually within the County's fiscal year to cover increased expenses of attending necessary functions associated with the office.
- 4. Expenses incurred by a Commissioner in excess of the above limits which are billed to the County will be recovered through payroll deduction unless reimbursed by the Commissioner within 10 working days of receipt of the statement by the Board Office.
- 5. Original receipts or credit card records must be submitted to obtain reimbursement for travel and lodging expenses.
- 6. Any funds authorized pursuant to this policy, but unexpended within the fiscal year, cannot be carried over for use in succeeding fiscal years.
- 7. A Commissioner shall not be reimbursed more than \$3,000 for travel expenses within the County's fiscal year, excluding registration fees.

Introduced by the County Services and Finance Committees:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION APPROVING 2025-2027 COMPENSATION FOR NON-JUDICIAL COUNTY-WIDE ELECTED OFFICIALS

RESOLUTION #24 –

WHEREAS, the Board of Commissioners sets the salary for the non-Judicial County-Wide Elected Officials; and

WHEREAS, the Board recommends increasing the salaries for non-Judicial County-Wide Elected Officials; and

WHEREAS, the Board of Commissioners hopes and expects that each of the County-Wide Officials abide by relevant County policies, including ethics, purchasing, diversity, and human resources.

THEREFORE BE IT RESOLVED, that the following Ingham County Non-Judicial Elected Officials: County Clerk, Drain Commissioner, Prosecuting Attorney, Register of Deeds, Sheriff, and Treasurer shall be provided a 2025-2027 salary as listed below:

Elected Official	2024	2025	2026 (3%)	2027 (4%)
County Clerk	103,274	123,628	127,337	132,430
Drain Commissioner	96,538	133,659	137,669	143,175
Prosecuting Attorney	148,724	165,243	170,200	177,008
Register of Deeds	96,538	123,628	127,337	132,430
Sheriff	139,291	144,176	148,502	154,442
Treasurer	111,268	123,628	127,337	132,430

BE IT FURTHER RESOLVED, that the salary is contingent upon the elected official foregoing any per diem, fees, or payments to which the elected official may otherwise be entitled, including but not limited to Delinquent Tax Administration fees (Treasurer); fees from divorces involving minor children (Prosecutor); per diem for Elections Commission and Plat Board (Clerk, Register of Deeds, Treasurer); housing and clothing/cleaning allowance (Sheriff); Drainage Board meetings (Drain Commissioner).

BE IT FURTHER RESOLVED, that non-Judicial County-Wide Elected Officials taking office after January 1, 2013 shall not be eligible for single retiree health insurance coverage until after they reach 60 years of age, subject to the scale based on years of service. Retirees that purchase dental and vision insurance at group rates and subsequently choose to discontinue the coverage, may not re-enroll.

BE IT FURTHER RESOLVED, that these salaries are established on the expectation each elected official will perform services comparable to the hours worked by the County managers.

BE IT FURTHER RESOLVED, that the County of Ingham shall pay the annual Michigan Bar Dues for the Prosecuting Attorney.

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Schafer

Nays: Ruest Absent: None Approved 11/19/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

Nays: None Absent: Tennis, Polsdofer Approved 11/20/24

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND RESOLUTION #24-492 FOR TAX LEVIES RATES FOR THE ELDER PERSONS, BASIC HEALTH SERVICES, AND HOUSING AND HOMELESS MILLAGES

RESOLUTION #24 –

WHEREAS, on October 22, 2024 the Ingham County Board of Commissioners adopted the General Appropriations Resolution #24-492 authorizing for the 2024 tax year/2025 budget year for General Fund operations and special purpose millages; and

WHEREAS, on June 25, 2024 the Ingham County Board of Commissioners adopted Resolution #24-310 to submit to the electorate a special millage for housing and homeless services in Ingham County for up to 0.5000 of one mill, for a period of four years (2024-2027); and

WHEREAS, the electorate approved the Ingham County Housing and Homeless millage at the November 5th General Election; and

WHEREAS, Resolution #24-492 authorized the tax levies for Elder Persons and Basic Health Services millages at 0.2994 and 0.6281 respectively; and

WHEREAS, as the Elder Persons and Basic Health Services millages were not listed as renewals per the ballot language and were authorized by the voters after April 30, 2024, roll downs are not required and can be levied at 0.3000 and .06300 respectively; and

WHEREAS, the Board of Commissioners annually adopts the level of all millages and desires to correct the levels of the Elder Persons and Basic Health Services millages and set the level for the Housing and Homeless Services millage.

THEREFORE BE IT RESOLVED, that the following tax levies are hereby authorized for the 2024 tax year/2025 budget year the following levies for the special purpose millages:

2024/25 Millage Summary

Purpose	<u>Millage</u>
Special Purpose – Housing and Homeless Services	0.5000
Special Purpose – Basic Health Services	0.6300
Special Purpose – Elder Persons	0.3000

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments to the 2025 budget.

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar

Nays: Ruest, Schafer Absent: None Approved 11/19/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

Nays: None Absent: Tennis, Polsdofer Approved 11/20/24

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION APPROVING VARIOUS CONTRACTS FOR THE 2025 BUDGET YEAR

RESOLUTION #24 –

WHEREAS, county policy requires that all contracts over \$5,000 be approved by the Board of Commissioners; and

WHEREAS, numerous contracts are approved by the Board of Commissioners each year, many of which are routine continuations of existing contracts; and

WHEREAS, funding for these contracts has been included within the 2025 Adopted Budget; and

WHEREAS, the budget also contains anticipated revenues and expenditures from certain grant programs, which will also require approval of agreements with granting agencies at various times during the fiscal year.

THEREFORE BE IT RESOLVED, that the Board Chairperson is authorized to sign agreements, contracts, and/or other documents related to grant programs and other county appropriations which are contained in the adopted budget, as listed in the attached document, subject to review by the County Attorney as to form and to certification by the Controller that 1) the total amount of revenues and expenditures and the net obligation to the County is not greater than what is budgeted; and 2) there is no change in employee status and no additional employees other than as authorized in the adopted budget.

BE IT FURTHER RESOLVED, that all grants and funding arrangements with entities whose fiscal years do not coincide with the County's fiscal year be considered authorized providing that they have been authorized in part in the adopted budget, and the remaining portion of the time period and funds are included in the Controller's Recommended Budget for the succeeding fiscal year.

BE IT FURTHER RESOLVED, that all contracts over \$5,000 that are not included in this resolution shall be approved by the Board of Commissioners by separate resolution.

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

Nays: None Absent: Tennis, Polsdofer Approved 11/20/24

COUNTY SERVICES COMMITTEE

DEPARTMENT	CONTRACTOR NAME	REASON FOR CONTRACT	BEGIN DATE	END DATE	2024 COST	2025 PROJECTED	Proj. Increase over 2024	% Increase over 2024	Funding Source
Financial Services	MGT Consulting	CAP-Cost Allocation Plan	01/01/25	12/31/25	\$ 12,000	\$ 12,372	\$372	3.10%	General Fund
IT	BOSS	Annual Maintenance for Help Desk Software	01/01/25	12/31/25	\$ 15,161	\$ 15,631	\$470	3.10%	Network Fund
IT	Calero Software	Verismart software maintenance for phone s	8/30/2024	8/29/2025	\$ 2,578	\$ 2,658	\$80	3.10%	Network Fund
IT	NetBrain	Network Documentation Software maintenal	3/30/2024	3/29/2025	\$ 6,462	\$ 6,662	\$200	3.10%	Network Fund
IT	DLT	Solarwinds network monitoring	3/31/2024	3/30/2025	\$ 2,001	\$ 2,063	\$62	3.10%	Network Fund
IT	Wavecrest	Web reporting software	2/20/2024	2/20/2025	\$ 10,796	\$ 11,131	\$335	3.10%	Network Fund
IT	CDWG	Backup Software	4/30/2024	4/29/2025	\$ 21,020	\$ 21,672	\$652	3.10%	Network Fund
IT	CDWG	VMWare Renewal	3/31/2024	3/30/2025	\$ 39,958	\$ 41,197	\$1,239	3.10%	Network Fund
IT	Sentinel	e911 support renewal	5/28/2024	5/27/2025			\$113		Network Fund
IT	CDWG	Network Monitoring Software	10/1/2024	9/30/2025		\$ 3,145	\$95		Network Fund
IT	ESRI	Annual Maintenance for ArcView & ArcGIS	10/1/2024	9/30/2025		,	\$152	3.10%	Network Fund
IT	Zayo	Dark Fibre and maintenance	01/01/25	12/31/25			\$214	3.10%	Network Fund
IT	Revize	Website licensing/support	6/1/2024	5/31/2025	Ì		\$339		Network Fund
IT	KnightWatch	Ocularis renewal for cameras	01/01/25	12/31/25	\$ 21,311	\$ 21,972	\$661	3.10%	Network Fund
IT	CDWG	Secure Remote Desktop Access	01/01/25	12/31/25	\$ 19,329	\$ 19,928	\$599	3.10%	Network Fund Network
IT	CDWG	MultiFactor Authentication Software	10/1/2024	9/30/2025	\$ 57,953	\$ 59,750	\$1,797	3.10%	Fund Network
IT	CDWG	Asset Monitoring Software	5/1/2024	4/30/2025	\$ 3,884	\$ 4,005	\$120	3.10%	Fund Network
IT	CDWG	Zoom	3/31/2024	3/30/2025			\$638	3.10%	Fund Network
IT	CDWG	Password Reset Software	01/01/25	12/31/25	\$ 2,734	\$ 2,818	\$85	3.10%	Fund

COUNTY SERVICES COMMITTEE

DEPARTMENT	CONTRACTOR NAME	REASON FOR CONTRACT	BEGIN DATE	END DATE	2024 COST	2025 PROJECTED	Proj. Increase over 2024	% Increase over 2024	Funding Source
IT	I.D. Networks	Finger Roll Livescan System	01/01/25	12/31/25	\$ 8,888	\$ 9,164	\$276	3.10%	Network Fund
IT	CDWG	Network Scanning Software	6/16/2024	6/16/2025			\$117	3.10%	Network Fund
IT	Wizer	User Security Training	3/25/2024	3/24/2025	ĺ	,	\$274	3.10%	Network Fund
IT	Webtecs	Annual Maintenance for law software	01/01/25	12/31/25	\$ 7,883	\$ 8,127	\$244	3.10%	Network Fund
IT	Core Technologies	Support Talon Desktop Client	12/1/2024	12/1/2025	\$ 11,174	\$ 11,521	\$346	3.10%	Network Fund
IT	PAAC/PAAM	Code CD software	01/01/25	12/31/25	\$ 9,470	\$ 9,763	\$294	3.10%	Network Fund
IT	Westlaw	Annual maintenance for Courts	01/01/25	12/31/25	\$ 26,883	\$ 27,716	\$833	3.10%	Network Fund
IT	Revize	Website licensing/support-Animal Control	6/1/2024	5/31/2025			\$39	3.10%	Network Fund
Ingham Conservation District	Ingham Conservation District	Environmental Conservation	01/01/25	12/31/25	\$ 10,000	\$ 10,000	\$0	0.00%	General Fund

HUMAN SERVICES COMMITTEE

DEPARTMENT			BEGIN DATE	END DATE	202	4 COST	2025 PROJECTED	, ,	% Increase over 2024	Funding Source
	Capital Area United	Annual Renewal of Contract for								
Ingham County	Way	Central Michigan 2-1-1 Services	01/01/25	12/31/25	\$	45,750	\$ 43,463	-\$2,287	-5%	General Fund
		Provide legal services to low-								
	Legal Services of	income residents of Ingham								
Ingham County	South Central Michigan	County	01/01/25	12/31/25	\$	19,000	\$ 18,050	-\$950	-5%	General Fund
	Big Brother/Big Sister	Community resources to youth								
CAMP	program	from age 5-25.	01/01/25	12/31/25	\$	25,000	\$ 23,750	-\$1,250	-5%	General Fund

LAW AND COURTS COMMITTEE

						2025	Proj. Increase	% Increase	
DEPARTMENT	CONTRACTOR NAME	REASON FOR CONTRACT	BEGIN DATE	END DATE	2024 COST	PROJECTED	over 2024	over 2024	Funding Source
	· · · · · · · · · · · · · · · · · · ·	Educational and vocational program for deliquent you in the							
Family Court	Academy	age range from 17-20	10/01/24	09/30/25	\$201,456	\$201,456	\$0	0%	JJM
Family Court	CMH-CEI	Contract for Psychiatric Prescreening at the Youth Center	10/01/24	09/30/25	\$8,010	\$8,258	\$248	3%	JJM
Probate	Elias Kafantaris	Guardian Ad Litem Contract (Renewal)	01/01/25	12/31/25	\$41,210	\$42,000	\$790	2%	JJM
Probate	Elias Kafantaris	Court Appointed Attorney for General Probate Matters (Renewal)	01/01/25	12/31/25	\$9,730	\$10,000	\$270	3%	JJM
Probate	Elias Kafantaris	Provide Statutorily Required Guardianship Reviews (Renewal)	01/01/25	12/31/25	\$24,000	\$24,480	\$480	2%	JJM
Probate	Michael Staake	Court Appointed Attorney for Mental Illness Hearings (Renewal)	01/01/25	12/31/25	\$19,000	\$19,380	\$380	2%	JJM
Probate	Robert Refior	Guardian Ad Litem Contract (Renewal)	01/01/25	12/31/25	\$41,210	\$42,000	\$790	2%	JJM
Probate	Robert Refior	Court Appointed Attorney for General Probate Matters (Renewal)	01/01/25	12/31/25	\$9,730	\$10,000	\$270	3%	JJM
Community Corrections	Northwest Initiative	Day Reporting for Millage Programming	01/01/25	12/31/25	\$ 52,000	\$ 52,000	\$0	0%	Justice Millage
Community Corrections	Prevention and Treatment Services	Moral Reconation Therapy for Millage Programming	01/01/25	12/31/25	\$ 18,600	\$ 18,600	\$0	0%	Justice Millage
Community Corrections	Prevention and Treatment Services	Substance Abuse Assessments	01/01/25	12/31/25	\$5,000	\$ 5,000	\$0	0%	Justice Millage

REVENUE CONTRACTS

					2024	2025	Proj.	% Increase
DEPARTMENT	CONTRACTOR NAME	REASON FOR CONTRACT	BEGIN DATE	END DATE	REVENUE	PROJECTED	Increase	over 2024
	Byrne Jag Grant (BYRNE							
Sheriff	JAG)	Tri-County Metro Narcotics	10/01/24	09/30/23	\$27,930	\$28,000	\$70	0%
		Annual Grant for Secondary Road						
Sheriff	State of Michigan	Patrol	10/01/24	09/30/23	\$323,248	\$458,535	\$135,287	42%
		Annual Grant for Marine Safety						
Sheriff	State of Michigan	Programs	10/01/24	09/30/23	\$7,000	\$6,100	-\$900	-13%
		Annual Grant for Emergency						
Sheriff	State of Michigan	Management	10/01/24	09/30/25	\$91,704	\$28,000	-\$63,704	-69%
		Annual Access and Visitation						
FOC	State of Michigan	Grant	10/01/24	09/30/25	\$12,500	\$5,100	-\$7,400	-59%
		Cooperative Reimbursement						
FOC	State of Michigan	Grant	10/01/24	09/30/25	\$4,862,771	\$5,092,879	\$230,108	5%

NOVEMBER 26, 2024 AGENDA ITEM NO. 15

Adoption Copy (New CMH Lease)

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION APPROVING CONTRACT OF LEASE AND SUBLEASE FOR THE COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON-EATON-INGHAM COUNTIES PROJECT

Resolution #24
At a regular meeting of the Ingham County Board of Commissioners (the "Board") held on the 26th day of November, 2024, at 6:30 p.m., Michigan time, in the Board of Commissioners Room, Third Floor, Ingham County Courthouse, 341 S. Jefferson Street, Mason, Michigan.
PRESENT:
ABSENT:
The following preamble and resolution were offered by Commissioner and seconded by Commissioner:
WHEREAS, pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (hereinafter referred to as "Act 31"), the County, has heretofore authorized and directed the incorporation of the Ingham County Building Authority (the "Authority); and

WHEREAS, the Ingham County Board of Commissioners previously adopted a resolution on August 27, 2024 (the "Resolution of Intent") stating the intent of the County to enter into a contract of lease and authorizing publication of a notice of intent (the "Notice of Intent"); and

WHEREAS, the Notice of Intent was published on or about September 8, 2024, which notice included the right of referendum; and

WHEREAS, a form of contract of lease was attached to the Resolution of Intent and is on file with the County Clerk; and

WHEREAS, a proposed Contract of Lease between the Authority and the County has been prepared and presented at this meeting (Exhibit A), which Contract of Lease is substantially in the form of the contract of lease attached to the Resolution of Intent; and

WHEREAS, a proposed Sublease among the County, the Authority and the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH") has been prepared and presented at this meeting (Exhibit B); and

WHEREAS, it is necessary and desirable for the County to enter into the proposed Contract of Lease with the Authority and to enter into the proposed Sublease with the Authority and CMH; and

WHEREAS, the forms of the Master Deed and Greenlawn Campus Condominium Bylaws, together with the Development and Construction Agreement, the Purchase Agreement, the Assignment and Assumption of Purchase Agreement and Consent, the Purchase Option Agreement, the Multi-Party Escrow Instruction Letter and Buyer's Estimated Settlement Statement related to the CMH Project are on file with the County Clerk; and

NOW, THEREFORE, BE IT RESOLVED BY THE INGHAM COUNTY BOARD OF COMMISSIONERS, as follows:

- 1. The Contract of Lease is hereby approved and the Chairperson is directed to execute the Contract of Lease on behalf of the County and to deliver the same to the Authority no earlier than 60 days after the Notice of Intent was published and only if the applicable referendum period has expired without the filing of sufficient petitions requesting a referendum, with such changes which are not materially adverse to the County. Changes to the not to exceed amount of bonds and the length of the term of the Contract of Lease are deemed not materially adverse, provided that the overall not to exceed principal amount of \$26,000,000 is not exceeded and the term of the Contract of Lease does not extend beyond January 1, 2051.
- 2. The Sublease is hereby approved and the Chairperson is directed to execute the Sublease on behalf of the County and to deliver the same to the Authority and CMH upon execution of the Contract of Lease, with such changes which are not materially adverse to the County.
- 3. The Chairperson shall execute and deliver as many copies of the Contract of Lease and Sublease as he/she in his/her discretion shall deem necessary or desirable.
- 4. Copies of the Contract of Lease and Sublease this day presented to the Commissioners shall be attached to the minutes of this meeting and placed on file in the office of the County Clerk.

- 5. The Controller/Administrator and the County Treasurer are authorized severally and jointly to execute on behalf of the County (i) a certificate of the County to comply with the requirements for a continuing disclosure undertaking of the County, if necessary, pursuant to subsection (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, and (ii) amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The County covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The remedies for any failure of the County to comply with and carry out the provisions of the Continuing Disclosure Certificate shall be as set forth in the Continuing Disclosure Certificate.
- 6. The Ingham County Board of Commissioners authorizes the Chairperson to sign any other necessary contracts, documents, agreements or certificates that are consistent with this resolution and approved as to form by the County Attorney.
- 7. All resolutions and parts of resolutions insofar as they may be in conflict herewith are rescinded.

		Peña, Celentino, Grebner, Absent: None	Sebolt, Pawar, Ruest, Schafer Approved 11/19/24	
		Absent: Cahill, Trubac		
HIIMAN SER	VICES: Veas:	Tennis, Morgan, Peña, Pav	var Ruest	
ABSTENTIO	NS:			
AGAINST:				
IN FAVOR:				

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

Nays: None Absent: Tennis, Polsdofer Approved 11/20/24

RESOLUTION ADOPTED.

the foregoing is a true and complete copy of of Commissioners at the meeting indicated, office. I further certify that notice of the me minutes therefor were filed and will be or ha	the County of Ingham, State of Michigan, certify that a resolution adopted by the Ingham County Board the original of which resolution is on file in my seting was given, the meeting was held and the ave been made available, all in accordance with the to. 267, Public Acts of Michigan, 1976, as amended.
Dated: November, 2024	Barb Byrum, Ingham County Clerk

EXHIBIT A

CONTRACT OF LEASE

Attachment A (CMH Project)

CONTRACT OF LEASE

THIS FULL FAITH AND CREDIT (LIMITED TAX) GENERAL OBLIGATION

CONTRACT OF LEASE made as of the 1st day of _______, 2025, by and between the

INGHAM COUNTY BUILDING AUTHORITY (sometimes hereinafter referred to as the

"Authority"), a building authority organized and existing under and pursuant to the provisions of

Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, (sometimes

hereinafter referred to as "Act 31"), and the COUNTY OF INGHAM, a county organized and

existing under the Constitution and laws of the State of Michigan (sometimes hereinafter referred

to as the "County").

WITNESSETH:

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

WHEREAS, the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH") has requested the County to acquire, renovate, construct, furnish, equip and improve Unit 1 of the Greenlawn Campus Condominium, which has been or will be formed, located at or near 2900 Stabler Street, Lansing, Michigan (collectively, the "Project") for use by CMH; and

WHEREAS, it is proposed that the Authority finance all or part of the cost of the Project by the issuance of building authority bonds payable from cash rental payments by the County to the Authority pursuant to this Contract of Lease; and WHEREAS, an estimate of 40 years and upwards as the period of usefulness of the Project and an estimate of \$31,600,000 as the cost of the Project have been prepared and have been filed with the County Clerk and the Secretary of the Authority; and

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

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

1. The Authority shall, as soon as practicable after the effective date of this Contract of Lease, proceed to issue its building authority bonds in one or more series in the aggregate principal amount of [\$_____] or such lesser amount as shall be determined by the Commission of the Authority to be necessary to defray all or part of the cost of the Project, pursuant to and in accordance with the provisions of Act 31, and shall pledge for the payment of the principal of and interest on said bonds the receipts from the cash rental payments hereinafter agreed to be paid by the County. The bonds shall be serial bonds, term bonds or a combination thereof dated as of such date as shall be determined by the Authority, shall bear interest at a rate or rates not to exceed 5.25% per annum and shall mature (subject to such prior redemption, if any, as may be provided in the bond authorizing resolution) on such dates and in such years as shall be determined in the resolution authorizing the issuance of the bonds. Upon receipt of the proceeds of the sale of the building authority bonds the Authority immediately shall deposit such proceeds (other than any premium, capitalized interest and accrued interest received from the purchaser of

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

- 2. After the building authority bonds have been sold, the Authority shall acquire, renovate, construct, furnish, equip and improve the Project or cause the acquisition, renovation, construction, furnishing, equipping and improving thereof.
- (a)The Authority shall approve the architect selected by CMH for the Project. All final plans and specifications prepared by the architect and the total project budget shall be reviewed and approved by CMH before commencement of construction. The final plans and specifications and the total project budget shall also require approval of the Authority and the County, which approval shall not be unreasonably withheld.
- (b)The Authority shall approve the construction manager selected by CMH for the Project. After the plans and specifications have been approved by the Authority, CMH and the County, no changes shall be made except as approved by the Authority, the County and CMH in writing. The Authority, the County and CMH shall designate those persons who are authorized to approve changes to the plans and specifications. Any such changes shall be made by change order.
- (c)The cost estimate and the estimated period of usefulness for the Project, both of which heretofore have been filed with the County Clerk and the Secretary of the Authority, are approved and adopted. The cost of the Project shall include not only the direct costs of acquiring, renovating, constructing, furnishing, equipping and improving the Project but all other costs including, without limitation, all architectural, engineering, construction management, moving, financial, legal, printing and publishing costs and expenses incidental to the Project and to the issuance of the building authority bonds.

- 3. In the event that the Authority shall at any time determine that the Project cannot be completed at the estimated cost, the Authority immediately shall so notify the County in writing, specifying the additional funds required, and thereupon one of the following actions shall be taken:

 (a) the County shall pay or cause to be paid to the Authority in cash the additional amount so required, or (b) the Authority shall issue building authority bonds in such increased or additional principal amount as shall be necessary to complete the Project, or (c) the Project shall be modified so as to permit its completion within the estimated cost. No such increased or additional building authority bonds shall be issued unless the County and the Authority shall provide by amendment or supplement of this Contract of Lease for such issuance and for an increase in the cash rental payable by the County hereunder sufficient to permit payment of the principal of and interest on the increased or additional bonds. Any additional building authority bonds so issued shall have equal standing with the bonds hereinbefore authorized to be issued. The proceeds of any such cash payments or increased or additional bonds (except for accrued interest, premium and capitalized interest) shall be deposited into the construction fund for the Project.
- 4. If, after completion of the Project, moneys remain in the construction fund, such moneys shall be considered to be an unexpended balance of the proceeds of the sale of the bonds. Any unexpended balance of the proceeds of the sale of the bonds remaining after completion of the Project may be used to improve or enlarge the Project or for other Projects of the Authority leased to the County if such use is approved by the Michigan Department of Treasury, if required by law, and by the County. Any unexpended balance not so used shall be paid into the bond and interest redemption fund and the County shall receive a credit against the cash rental payments next due under this Contract of Lease to the extent of the moneys so deposited in the manner provided in the resolution authorizing the bonds.

- 5. CMH shall on behalf of the Authority require the contractor or contractors for the construction of the Project to furnish all necessary bonds guaranteeing performance and all labor and materials bonds and all owners protective, workers compensation and liability insurance required for the protection of the Authority and the County. All bonds and insurance, and the amounts thereof, shall be subject to approval of the County attorney. All such insurance shall be made effective from the date of issuance of the building authority bonds described in Section 1 or commencement of construction of the Project, whichever is later. The Authority also shall require a sufficient fidelity bond from any person handling funds of the Authority.
- 6. The Authority hereby leases the Project and the Site described on Exhibit A to the County for a term commencing on the effective date of this Contract of Lease and ending on [January 1, 2051], or such earlier date or later date as hereinafter provided. Possession of the Project shall vest in the County upon completion of construction of the Project. When all of the building authority bonds issued by the Authority to finance the Project have been retired, the Authority shall convey to the County or to CMH at the direction of the County all of its right, title and interest in the Project and any lands, air space, easements or rights-of-way appertaining thereto. Upon such conveyance by the Authority to the County, this Contract of Lease and the leasehold term shall terminate and the Authority shall have no further interest in, or obligations with respect to, the Project.
- 7. The County hereby agrees to pay to the Authority as cash rental for the Project herein leased to it by the Authority such periodic amounts as shall be sufficient to enable the Authority to pay the principal of and interest on the building authority bonds to be issued by the Authority as such principal and interest shall become due. On the 15th day of the month preceding the first date that any noncapitalized interest shall become due on the bonds and semiannually

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

8. The County may pay in advance to the Authority any cash rental payments herein required to be made and in such event shall be credited therefor upon future-due cash rental payments as the County shall direct. Any such advance payments, if the County shall so direct, shall be used by the Authority to redeem or purchase bonds prior to maturity when and to the extent possible and to pay the interest thereon and any call premiums applicable thereto. Any such

advance payments shall be deposited in the bond and interest redemption fund of the Authority. The County also shall have the right to purchase bonds on the open market and to surrender the same to the Authority at any time. In the event that any bonds are redeemed or purchased and surrendered as above provided, the respective amounts which otherwise would have been payable as semiannual interest thereon shall be credited upon the cash rental payments otherwise required to be made on the cash rental payment dates next preceding such semiannual interest payment dates and the principal amount of such bonds shall be credited upon the cash rental payments otherwise required to be made on the cash rental payment dates next preceding the maturity dates of the bonds. Any bonds redeemed, purchased or surrendered shall be cancelled.

- 9. In addition to the cash rental provided for in Section 7 hereof, the County hereby agrees to pay to the Authority all operating expenses of the Authority including expenses incidental to the issuance and payment of the bonds to the extent such expenses are not paid from the proceeds of the bonds. The obligations of the County to make such payments shall be limited tax general obligations of the County.
- 10. The County shall, at its own expense, operate and maintain the Project and shall keep the same in good condition and repair. The County may contract for the operation and maintenance of the Project or any part of the Project by a private party. Operation and maintenance shall include (but not be limited to) the providing of all personnel, equipment and facilities, all air conditioning, light, power, heat, telephone, water, sewage disposal, storm drainage and all other personnel services, equipment and supplies, of whatever nature, as shall be necessary or expedient for the operation and maintenance of the Project. Premiums for insurance required to be carried upon or with respect to the Project or the use thereof and taxes levied upon either party hereto on account of the ownership or use thereof or rentals or income therefrom likewise shall be deemed

operation and maintenance expenses. The obligation of the County to pay all costs and expenses of the operation and maintenance of the Project shall be a limited tax general obligation of the County.

- The County shall provide, at CMH's expense, fire and extended coverage, malicious mischief and vandalism insurance in an amount which is at least equal to the amount of the building authority bonds outstanding from time to time or to the amount of the full replacement cost of the Project if that amount be less than the amount of bonds outstanding. Such insurance shall be payable to the County, the Authority and CMH as their interests may appear and shall be made effective from the date of issuance of the building authority bonds described in Section 1 or commencement of construction of the Project, whichever is later. In the event of the partial or total destruction of the Project during or after construction, or if the Project is for any reason made unusable, the cash rental payments as provided in Section 7 hereof shall continue unabated. The County shall have the option to use the proceeds of insurance, in the event of loss or damage to the Project, for the repair or restoration of the Project. If the County shall determine not to use the proceeds of insurance for the repair or restoration of the Project the amount of such insurance proceeds shall be paid to the Authority and by it deposited in the bond and interest redemption fund and the County shall receive appropriate credits on future cash rental payments due.
- 12. The County shall provide adequate liability insurance protecting the County, the Authority and the members of the Authority against loss on account of damage or injury to persons or property, imposed by reason of the ownership, possession, use, operation or repair of the Project or resulting from any acts of omission or commission on the part of the County, the Authority, the members of the Authority or their agents, officers or employees in connection therewith. Such

insurance shall be made effective from the date of issuance of the building authority bonds described in Section 1 or commencement of construction of the Project, whichever is later.

- 13. The County shall hold the Authority and the members of the Authority harmless and to the extent permitted by law keep it fully indemnified at all times against any loss, injury, or liability to any person or property by reason of the use, misuse, or non-use of the Project by the County or by any other person or from any act or omission in, on or about the Project, including any liability resulting from any and all environmental matters pertaining thereto. The County shall, at CMH's expense, make any changes or alterations in, on or about the Project which may be required by any applicable statute, charter, ordinance or governmental regulation or order, and shall save the Authority and the members of the Authority harmless and free from all cost or damage in respect thereto.
- 14. The County, in its sole discretion, may install or construct in or upon, or may remove from the Project, any equipment, fixtures or structures and may make any alterations or structural changes as it may desire, but the County shall not make any permanent alterations to the Project that will affect adversely the security for the building authority bonds to be issued by the Authority or the prompt payment of the principal of or interest on such bonds.
- 15. The Authority, through its officers, employees or agents, may enter upon the Project at any time during the term of this Contract of Lease for the purpose of inspecting the Project and determining whether the County is complying with the covenants, agreements, terms and conditions hereof.
- 16. Inasmuch as this Contract of Lease, and particularly the obligations of the County to make cash rental payments to the Authority, provides the security for payment of the principal of and interest on the building authority bonds to be issued by the Authority to finance

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

- 17. This Contract of Lease shall inure to the benefit of, and be binding upon the respective parties hereto and their successors and assigns; provided, however, that no assignment shall be made in violation of the terms hereof nor shall any assignment be made which would impair the security of the bonds or the rights of the holders thereof.
- Additional building authority bonds of equal standing with the bonds herein authorized may be issued, in addition to those for which provision is made in Section 3, for the purpose of making improvements or additions to the Project; provided, however, that no such bonds of equal standing may be issued unless this Contract of Lease is amended or supplemented to provide for such issuance and for an increase in the cash rental payments required to be made by the County in amounts sufficient to permit payment of the principal of and interest on such additional bonds. Nothing in this Contract of Lease shall prevent the Authority from issuing building authority bonds to finance other Projects for lease to the County.

- 19. In the event the building authority bonds to finance the Project cannot be or are not issued by the Authority prior to [June 30, 2025], the Project shall be abandoned and the County shall pay all expenses of the Authority incurred to the date of abandonment, and neither party shall have any further obligations under this Contract of Lease. The provisions of this Section 19 may be extended or waived by the parties by resolution of their respective governing bodies.
- 20. Except as otherwise provided herein, the right to give any consent, agreement or notice herein required or permitted shall be vested, in the case of the County, in its Board of Commissioners, and in the case of the Authority, in its Commission. Any notice required or permitted to be given hereunder shall be given by delivering the same, in the case of the County, to the County Clerk or the Deputy County Clerk, and in the case of the Authority, to any member of its Commission.
- 21. In the event there shall occur changes in the constitution or statutes of the State of Michigan which shall affect the organization, territory, powers or corporate status of the County, the terms and provisions of this Contract of Lease shall be unaffected thereby insofar as the obligation of the County to make cash rental payments is concerned. The proceeds of any sale or other liquidation of any interest of the County in the Project are hereby impressed with a first and prior lien for payment of any outstanding building authority bonds or other obligations of the Authority incurred by reason of the Project or any additions or improvements thereto.
- 22. This Contract of Lease shall become effective 60 days after a notice of intention of entering into this Contract of Lease has been published in a newspaper of general circulation in the County as required by Section 8b(3) of Act No. 31; provided, however, that if a petition for a referendum requesting an election on this Contract of Lease is filed with the County Clerk within 45 days after the notice is published, signed by not less than 10% or 15,000 of the registered

electors of the County, whichever is less, then this Contract of Lease shall become effective only				
if and when approved by a majority of the electors of the County voting thereon. This Contract of				
Lease shall remain in full force and effect for the period herein provided and shall terminate on				
[, 20] or earlier, but only if and when the Authority shall have fully paid and				
discharged its liability with respect to the building authority bonds and any other obligations of				
the Authority or the County incurred with respect to the acquisition, renovation, construction,				
furnishing, equipping and improvement of the Project. If such amounts have not been fully paid				
on or prior to [, 20], the terms of this Contract of Lease shall continue until				
such amounts have been fully paid.				

[Signature Page Follows]

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

Witnessed:	INGHAM COUNTY BUILDING AUTHORITY	
	By: Mattis D. Nordfjord, Chairperson	
Witnessed:	Mattis B. Nordijord, Champerson	
	By: Gregg A. Todd, Secretary	
Witnessed:	COUNTY OF INGHAM	
	By:	
	Ryan Sebolt, Chairperson County Board of Commissioners	
	APPROVED AS TO FORM FOR THE COUNTY OF INGHAM	
	COHL, STOKER & TOSKEY, P.C.	
	By:Robert D. Townsend	

EXHIBIT A

The Project includes the acquisition, renovation, construction, furnishing, equipping and improvement of Unit 1 of the Greenlawn Campus Condominium, which has been or will be formed, located at or near 2900 Stabler Street, Lansing, Michigan (collectively, the "Project") for use by the Community Mental Health Authority of Clinton-Eaton-Ingham Counties.

The Site for the Project is described as follows:

Unit 1, Greenlawn Campus Condominium, City of Lansing, Ingham County, Michigan, according to the Master Deed recorded in Document No. _____, as amended, and designated as Ingham County Condominium Subdivision Plan No. _____, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

STATE OF MICHIGAN	
COUNTY OF INGHAM)ss)
On this day of _	, 2025, in Ingham County, Michigan, before me
appeared Mattis D. Nordfjord	l, the Chairperson of the Commission of the Ingham County
Building Authority, a public of	corporation in the State of Michigan, and, being duly sworn, did say
that the foregoing Contract of	f Lease was signed and sealed on behalf of said Authority by
authority of its Commission,	and the said person acknowledged said instrument to be the free act
and deed of said Authority.	
	Notary Public, County, Michigan Acting in Ingham County, Michigan My commission expires:

STATE OF MICHIGAN	
COUNTY OF INGHAM)ss)
On this day of _	, 2025, in Ingham County, Michigan, before me appeared
Gregg A. Todd, the Secretary	of the Commission of the Ingham County Building Authority, a
public corporation in the State	e of Michigan, and, being duly sworn, did say that the foregoing
Contract of Lease was signed	and sealed on behalf of said Authority by authority of its
Commission, and the said per	rson acknowledged said instrument to be the free act and deed of
said Authority.	
	Notary Public, County, Michigan Acting in Ingham County, Michigan My commission expires:

STATE OF MICHIGAN	
COUNTY OF INGHAM)ss)
On this day of _	, 2025, in Ingham County, Michigan, before me
appeared Ryan Sebolt, the Ch	nairperson of the Ingham County Board of Commissioners of the
County of Ingham, Michigan	, and, being duly sworn, did say that the foregoing Contract of
Lease was signed and sealed	on behalf of said County by authority of its Board of
Commissioners, and the said	person acknowledged said instrument to be the free act and deed of
said County.	
	Notary Public, County, Michigan Acting in Ingham County, Michigan My commission expires:

EXHIBIT B

SUBLEASE

Attachment B (CMH Project)

SUBLEASE

, 2025], by and between the COUNTY OF
olitical subdivision of the State of Michigan
and the COMMUNITY MENTAL HEALTH
NGHAM COUNTIES (hereinafter designated as the

WHEREAS, the County and the Ingham County Building Authority (the "Authority") have entered into a Full Faith and Credit General Obligation Contract of Lease dated as [_______, 2025] (the "Contract of Lease"), with respect to the acquisition, renovation, construction, furnishing, equipping and improving of Unit 1 of the Greenlawn Campus Condominium, which has been or will be formed, located at or near 2900 Stabler Street, Lansing, Michigan (collectively, the "Project") for use by CMH; and

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

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

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

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 23. <u>Description and Term.</u> In consideration of the rents described below and the covenants and agreements to be performed by CMH and the County under this Sublease, the County subleases to CMH, and CMH subleases from the County, the Project, together with all improvements thereon and additions thereto as described in Exhibit A, for the term beginning as of the effective date of the Contract of Lease and ending on the termination date specified in the Contract of Lease.
 - 24. <u>Assumption of the County's Obligations.</u>
- (a)CMH hereby expressly assumes all of the County's obligations to pay the cash rentals, as described in the Contract of Lease at the times and in the amounts required to be paid by the County, including the obligations which are not determined as to amount at the time of this Sublease. Concurrent with the payment of the cash rentals, CMH shall give notice in writing to the County of such payment.

Sublease CMH Facility

- (b)In further consideration of this Sublease, CMH shall pay all other amounts required to be paid by the County under the Contract of Lease; shall continue to provide community mental health services in the jurisdictional boundaries of the County and its other members; and in addition shall be responsible for and pay all of the costs of using, owning, operating, managing, insuring, repairing, maintaining and equipping the Project and all amounts incurred by the County under the hold harmless and indemnity provisions of the Contract of Lease, and all expenses incurred under paragraphs 9, 10, 11 and 12 of the Contract of Lease. All payments of cash rental shall be made directly for and on behalf of the County to the entity described as the "Bond Registrar and Paying Agent" or "Trustee" or "Transfer Agent" in the Authority's resolution authorizing issuance of bonds, adopted by the Authority in accordance with the Contract of Lease.
- (c)In further consideration of this Sublease, CMH shall assume and be subject to all limitations and responsibilities of the County under the Contract of Lease.
- (d) In further consideration of this Sublease, CMH shall, at its own expense, indemnify, protect, defend and hold harmless the County, the Authority, its elected and appointed officers, employees, and agents at all times against any loss, injury, or liability to any person or property by reason of the use, misuse, or non-use of the Project by CMH or by any other person or from any act or omission in, on or about the Project, including any liability resulting from any and all environmental matters pertaining thereto. CMH shall, at its own expense, make any changes or alterations in, on or about the Project which may be required by any applicable statute, charter, ordinance or governmental regulation or order, and shall save the County and the Authority and its elected and appointed officers, employees, and agents harmless and free from all cost or damage in respect thereto.

25. Assignment and Authorization.

- (a)CMH covenants not to assign or transfer this Sublease under any circumstances without the prior written consent of the County.
- (b)CMH authorizes the County Treasurer to allocate and utilize, without any further authorization or action on the part of CMH, the millage monies, if any, of CMH that may be lawfully used by CMH for payment of CMH's obligations under this Sublease.

26. CMH's Responsibilities.

Without limiting the foregoing, CMH agrees as follows:

- (a)CMH shall accept the premises "as is and with all faults."
- (b)CMH shall pay for all gas, water, heat, electricity, light, telephone, or any other communication or utility service used in or rendered or supplied to the premises during the term of this Sublease, as the same shall become due.
- (c)CMH shall not perform or permit any acts or carry on any practices which may injure the building and structures on the premises, and shall, to the extent practicable, and subject to any condominium documents, keep the premises clean and free from rubbish, dirt, snow and ice at all times and in full compliance with all applicable laws and ordinances.
- (d)CMH shall maintain, subject to any condominium documents, the premises and all fixtures and equipment therein, including all plumbing, sprinkler, heating, air-conditioning, electrical, gas, security and safety and like fixtures and equipment, all window glass, ceilings, doors and door frames, windows and window frames of the premises in good repair and condition, and shall make all repairs, replacements and upgrades to such fixtures and equipment.

(e)CMH shall provide or cause to be provided comprehensive and general, public liability insurance against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the premises, or arising out of the improvement, repair or alteration of the premises. To the extent CMH and the County agree, such insurance may be purchased by the County, and CMH may be required to reimburse the County, at the County's request, for the cost of all or a portion of such insurance and if requested, shall maintain any self-insured retention or additional insurance in the amount of such self-insured retention otherwise applicable to the County's insurance program. CMH shall reimburse the County, at the County's request, for all or a portion of the cost of insuring the premises. The limits of such insurance shall be agreed upon by the County and CMH. The party providing the insurance shall furnish the other party a binder renewing the insurance policy at least 30 days before the policy expires. Any such policy or binder shall name the other party as an additional insured and shall provide for at least 30 days' notice to the other party of any change in coverage or cancellation.

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

- (g)CMH shall maintain the interior wall coverings and floor coverings in good repair and shall replace such wall and floor coverings at its own expense as needed.
- (h)CMH shall be solely responsible for the provision, maintenance and repair of any exterior and interior signs relating to the use of the premises.
- (i)CMH shall maintain, subject to any condominium documents, the roof, structural supports, exterior and interior walls, floors, walkways, grounds, landscaping and parking lots in good condition.
- (j)CMH shall maintain at all times during the term of this Sublease a repair and replacement fund in an amount not less than \$400,000, the money credited thereto to be used solely for the purpose of making repairs and replacements to the premises. If at any time it shall be necessary to use moneys in the repair and replacement fund for the purpose of which said fund was established, the moneys so used shall be replaced from any moneys of CMH which are not required by law or contract to be used for other purposes.
- (k)CMH shall be responsible for assuring that access to the premises (exterior and interior) is in continuing compliance with the Americans with Disabilities Act and the Michigan Handicappers' Civil Rights Act, and any other applicable laws governing access to the premises for persons with disabilities, now existing or hereafter adopted. CMH will provide the County and the Ingham County Building Authority with any easements it requires or requests with respect to the Project.

27. Additional Covenants.

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

- (b)CMH further covenants that it will comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission regarding continuing disclosure, as more fully set forth in the Official Statement related to the Authority's bonds.
- (c)CMH further covenants that it will comply with the covenants, conditions, restrictions, uses, limitations and affirmative obligations as owner, occupant, permittee or subleassee of a unit under and pursuant to the Master Deed for the Greenlawn Campus Condominium and the Greenlawn Campus Condominium Bylaws, and will be responsible to pay all assessments levied against Unit 1 or any owner thereof described and required by the Master Deed for the Greenlawn Campus Condominium or the Greenlawn Campus Condominium Bylaws, including any penalties, property tax, special assessments, personal property tax assessments, costs of insurance, and any other charges, if any. CMH further covenants to pay to the Authority and the County any obligations or charges that the Authority is obligated to pay as assignee of and under the Purchase Agreement.
- 28. Remedies. If CMH shall breach or fail to perform any of the promises and agreements in this Sublease or any other agreement entered into between the County and CMH, and such failure shall continue, without commencement and diligent pursuit of remedial action, for sixty (60) days after written notice from the County, the County may commence such performance at CMH's cost and expense or terminate this Sublease and reenter and repossess the premises at the discretion of the County. If the County prevails in any such action, CMH shall be responsible for the County's reasonable attorneys' fees and costs incurred in connection with such action.
- 29. <u>Remedies not Exclusive</u>. It is agreed that each and every of the rights, remedies and benefits provided by this Sublease shall be cumulative and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed by law.
- 30. <u>Governing Law.</u> This Sublease shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Sublease the venue for the bringing of any actions in law or in equity shall be in the State of Michigan established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
- 31. <u>Amendment</u>. All modifications, amendments or waivers of any provision of this Sublease shall be made only by the written mutual consent of the parties hereto.
- 32. <u>Waiver</u>. One or more waivers of any covenant or condition by the County shall not be construed as a waiver of a further breach of the same covenant or condition.
- 33. <u>Notices</u>. Whenever notice of any kind is required under this Sublease, it shall be deemed sufficient notice and service thereof if such notice is in writing addressed to the applicable party at its last known Post Office address and deposited in the mail with postage prepaid.

[Signature Page Follows]

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

COUNTY OF INGHAM By: Ryan Sebolt Chairperson, Board of Commissioners Its: COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON-EATON-INGHAM COUNTIES By: Sara Lurie Chief Executive Officer Its: APPROVED: INGHAM COUNTY BUILDING **AUTHORITY** By: Mattis D. Nordfjord Chairperson, Ingham County Building Authority Its: APPROVED AS TO FORM FOR THE COUNTY OF INGHAM COHL, STOKER & TOSKEY, P.C. By:

Robert D. Townsend

EXHIBIT A

The Project includes the acquisition, renovation, construction, furnishing, equipping and improvement of Unit 1 of the Greenlawn Campus Condominium, which has been or will be formed, located at or near 2900 Stabler Street, Lansing, Michigan (the "Project") for use by the Community Mental Health Authority of Clinton-Eaton-Ingham Counties.

The Site for the Project is described as follows:

Unit 1, Greenlawn Campus Condominium, City of Lansing, Ingham County, Michigan, according to the Master Deed recorded in Document No. _____, as amended, and designated as Ingham County Condominium Subdivision Plan No. _____, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT AND CONSENT

THIS A	ASSIGNMENT AND ASSUMPTION	OF PURCHASE	E AGREEMENT AND
CONSENT (th	e "Assignment") is made as of the	day of	, 2024, by and
	ENLAWN CAMPUS, LLC, a Michiga		
"Assignor"), ar	nd INGHAM COUNTY BUILDING	AUTHORITY, a	building authority
organized and	existing under and pursuant to the pro	ovisions of Act No	o. 31, Public Acts of
Michigan, 194	8 (First Extra Session), as amended (t	he "Assignee") aı	nd consented to by
MCLAREN G	REATER LANSING, a Michigan nor	n-profit corporation	on ("McLaren").
	RECITA	L S:	
(the "Agreeme	Assignor entered into a certain Purch nt") with McLaren affecting certain r Agreement is attached hereto as Exhib	eal property locat	
	Assignor desires to assign its interest pt such assignment and to assume all	-	
	McLaren is joining in the execution of assignment and assumption of the Ag	C	Č

THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

below.

- 1. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Agreement. Capitalized terms used herein shall have the meanings given them in the Agreement
- 2. Assignee hereby accepts the assignment of Assignor's right, title and interest in and to the Agreement and hereby assumes and agrees to observe and perform all of the obligations and duties of Assignor pursuant to the Agreement.
- 3. This Assignment shall also serve as Assignee's notice to McLaren that effective as of the date hereof Assignee has waived its right to terminate the Agreement under Section 6.A.(ii)(6) thereof, Assignee's approval of the form of the Master Deed, and the acceptance of the state and quality of title of the Premises as reflected by the Title Commitment and Survey.

[Remainder of Page Intentionally Left Blank]

ASSIGNOR: GREENLAWN CAMPUS, LLC, a Michigan limited liability company	ASSIGNEE: INGHAM COUNTY BUILDING AUTHORITY, a building authority organized and existing under and pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended
By:	By:
Name:	Name:

The undersigned parties have executed this Assignment as of the day and year first above

written.

Its: _____

CONSENT

McLaren hereby consents to the assignment by Assignor of the Agreement and the assumption of the Agreement by Assignee and McLaren agrees that Assignor shall be released from all obligations and liabilities under the Agreement.

MCLAREN GREATER LANSING, a Michigan non-profit corporation

By:			
Name:			
Its:			

EXHIBIT A

Copy of Agreement

Attachment D Adoption Copy (CMH 2024 Project)

At a regular meeting of the Commission of the Ingham County Building Auth	ority,
Ingham County, Michigan, held on the 26th day of November, 2024, at 3:00 p.m., M	ichigan
time, in the Hilliard Building Conference Room A, 121 E. Maple Street, Mason, Mic	higan.
PRESENT:	
ABSENT:	
The following Resolution was offered by:	and

BOND RESOLUTION

WHEREAS, pursuant to the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31"), the Ingham County Building Authority (the "Authority") and the County of Ingham (the "County") have approved and will enter into a limited tax Full Faith and Credit General Obligation Contract of Lease (the "Contract of Lease"), which provides, among other things, for the sale by the Authority of building authority bonds in the principal amount of \$26,000,000 (or such lesser amount as shall be determined by the Commission of the Authority to be necessary) to pay part of the cost of the acquisition, renovation, construction, furnishing, equipping and improving of Unit 1 of the Greenlawn Campus Condominium, which has been or will be formed, located at or near 2900 Stabler Street, Lansing, Michigan

(collectively, the "Project") to be leased to the County and subleased to the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH"); and

WHEREAS, the Contract of Lease further provides for the lease of the Project by the Authority to the County for a period extending beyond the last maturity of the bonds hereinafter authorized to be issued and for the payment by CMH, who will be the major tenant in, occupy and maintain the Project, pursuant to a Sublease among the County, the Authority and CMH, to the Authority as cash rental such periodic amounts as shall be sufficient to enable the Authority to pay the principal of and interest on the building authority bonds to be issued by the Authority; and

WHEREAS, the County has pledged its limited tax full faith and credit for the payment of the cash rental if not paid by CMH and, pursuant to its pledge, is authorized and obligated to levy each year such ad valorem taxes as shall be necessary for the payment of the cash rental; provided, however, such taxes shall be *subject to* applicable constitutional and statutory tax limitations; and

WHEREAS, the obligation of CMH to make the cash rental payments and of the County, in the event CMH does not make the cash rental payments, is not subject to any setoff by the County nor shall there be any abatement of the cash rentals for any cause including, but not limited to, casualty that results in the Project being untenantable; and

WHEREAS, CMH has agreed to pay to the Authority all operating expenses of the Authority, to pay all expenses in connection with the operation and maintenance of the Project, and to provide insurance in connection with the Project as provided in the Contract of Lease and Sublease.

THEREFORE, BE IT RESOLVED by the Commission of the Ingham County Building Authority as follows:

1. <u>AUTHORIZATION OF BONDS – PURPOSE</u>. Bonds of the Ingham County Building Authority aggregating a not-to-exceed principal sum of Twenty-Six Million Dollars (\$26,000,000) (or such lesser amount as shall be determined by the Commission of the Authority

to be necessary), exclusive of and not including premium, if any, shall be issued and sold pursuant to the provisions of Act 31 and other applicable statutory provisions for the purpose of defraying part of the cost of the Project in accordance with the Contract of Lease.

2. <u>BOND DETAILS</u>. The bonds shall be designated "Building Authority Bonds (Community Mental Health Building), Series 2024 (Limited Tax General Obligation)"; shall be dated their date of delivery or such other date determined upon the sale thereof; 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; shall bear interest at a rate or rates not exceeding 5.25% per annum to be determined upon the sale thereof payable on August 1, 2025 or such other date as determined by the Chairperson or Secretary, and semiannually thereafter on the first days of February and August in each year; and shall mature on August 1 in each year as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2025	\$565,000	2038	\$955,000
2026	565,000	2039	1,000,000
2027	590,000	2040	1,045,000
2028	615,000	2041	1,090,000
2029	645,000	2042	1,140,000
2030	675,000	2043	1,190,000
2031	705,000	2044	1,245,000
2032	735,000	2045	1,300,000
2033	770,000	2046	1,360,000
2034	800,000	2047	1,420,000
2035	840,000	2048	1,480,000
2036	875,000	2049	1,480,000
2037	915,000		

If the original purchaser shall designate certain of the bonds as term bonds, the maturities set forth above shall become mandatory redemption requirements in accordance with the provisions of Section 5 and the form of bond set forth in Section 10.

In accordance with the Notice of Sale, the Authority has reserved the right to adjust the principal amount of the bonds. Such adjustment, if necessary, will be made in increments of \$5,000, and may be made in one or more maturities.

- 3. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the bonds to the bond registrar and paying agent as they severally mature. Interest shall be paid to the registered owner of each bond as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address.
- 4. BOOK-ENTRY SYSTEM. Initially, one fully-registered bond for each maturity, in the aggregate amount of such maturity, shall be issued in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC") for the benefit of other parties (the "Participants") in the book-entry-only transfer system of DTC. In the event the Authority determines that it is in the best interest of the Authority not to continue the book-entry system of transfer or that the interests of the holders of the bonds might be adversely affected if the book-entry system of transfer is continued, the Authority may notify DTC and the bond registrar and paying agent, whereupon DTC will notify the Participants of the availability through DTC of bond certificates. In such event, the bond registrar and paying agent shall deliver, transfer and exchange bond certificates as requested by DTC and any Participant or "beneficial owner" in appropriate amounts in accordance with this Bond Resolution. DTC may determine to discontinue providing its services with respect to the bonds at any time by giving notice to the Authority and the bond registrar and paying agent and discharging its responsibilities with respect thereto under applicable law or the Authority may determine that DTC is incapable of discharging its duties and may so advise DTC. In either such event, the Authority shall use reasonable efforts to locate another securities depository. Under such circumstances (if there is no successor securities depository), the Authority and the bond registrar and paying agent shall be obligated to deliver bond certificates in accordance with the

procedures established by this Bond Resolution. In the event bond certificates are issued, the provisions of this Bond Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the Authority and the bond registrar and paying agent to do so, the Authority and the bond registrar and paying agent shall cooperate with DTC in taking appropriate action after reasonable notice to make available one or more separate certificates evidencing the bonds to any Participant having bonds credited to its DTC account or to arrange for another securities depository to maintain custody of certificates evidencing the bonds.

Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, interest on and redemption premium, if any, on the bonds and all notices with respect to the bonds shall be made and given, respectively, to DTC as provided in the Blanket Issuer Letter of Representations between DTC and the Authority. The Chairperson or the Secretary is authorized to sign the Blanket Issuer Letter of Representations on behalf of the Authority in such form as the Chairperson or Secretary deems necessary or appropriate in order to accomplish the issuance of the bonds in accordance with law and this Bond Resolution.

- 5. MANDATORY REDEMPTION. If any of the bonds are designated by the original purchaser as term bonds such bonds shall be subject to mandatory redemption at par and accrued interest in accordance with the maturity schedule set forth in Section 2 hereof and upon the terms and conditions set forth in the form of bond contained in Section 10 hereof. The bonds to be redeemed shall be selected by lot.
- 6. OPTIONAL REDEMPTION. Bonds of this issue maturing in the years 2025 to 2034, inclusive, or such other years specified by the Chairperson or Secretary, shall not be subject to redemption prior to maturity. Bonds maturing in the year 2035, and after may be subject to redemption prior to maturity on any date on or after August 1, 2034, at par plus accrued interest to the date fixed for redemption.

- 7. BOND REGISTRAR AND PAYING AGENT. The Chairperson or Secretary shall designate, and may enter into an agreement with, a bond registrar and paying agent for the bonds that shall be a bank or trust company located in the State of Michigan that is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Chairperson or Secretary may from time to time as required designate a similarly qualified successor bond registrar and paying agent.
- 8. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The bonds shall be executed in the name of the Authority by the manual or facsimile signatures of the Chairperson and the Secretary of the Authority and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent, and the seal of the Authority (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 Chairperson or the Treasurer of the Authority to the purchaser upon receipt of the purchase price. Additional bonds bearing the facsimile signatures of the Chairperson and the Secretary of the Authority and upon which the seal of the Authority (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, at the option of the registered owner thereof and 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 its duly authorized attorney, 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 Authority that 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 its duly authorized attorney.

Upon the exchange or transfer of any bond, the bond registrar and paying agent on behalf of the Authority 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 Authority 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 Authority 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 its order, in accordance with the provisions of Section 3 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 Authority nor the bond registrar and paying agent shall be affected by any notice to the contrary. The Authority 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 the registered owner.

For every exchange or transfer of bonds the Authority 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 the exchange or transfer, which sum or sums shall be paid by the person requesting the exchange or transfer as a condition precedent to the exercise of the privilege of making the exchange or transfer.

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

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

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Authority or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA STATE OF MICHIGAN COUNTY OF INGHAM

INGHAM COUNTY BUILDING AUTHORITY
BUILDING AUTHORITY BOND
(COMMUNITY MENTAL HEALTH BUILDING),
SERIES 2024
(LIMITED TAX GENERAL OBLIGATION)

INTEREST RATE	MATURITY DATE	DATE OF ORIGINAL ISSUE	CUSIP
%	August 1, 20	January, 2025	
Registered Owner: C	Cede & Co.		
Principal Amount:			

The Ingham County Building Authority (the "Authority"), County of Ingham, State of Michigan, 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 on the maturity date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at the corporate trust office of The Huntington National Bank, Grand Rapids, Michigan, the bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolution, 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 drawn upon and mailed by the bond registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount until the Authority's obligation with respect to the payment of such Principal Amount is discharged, at the rate per annum specified above. Interest is payable on the first days of February and August in each year, commencing on August 1, 2025. Principal and interest are payable in lawful money of the United States of America. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

This bond is payable from the cash rental payments required to be paid by the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH"), who will be the major tenant in, occupy and maintain the Project, pursuant to a Sublease among the County, the Authority and CMH (the "Sublease"), to the Authority pursuant to the Contract of Lease and Sublease, and the cash rental payments have been and are hereby irrevocably pledged to the payment of the principal of and interest on the bonds of this series and any additional bonds of equal standing that may be issued pursuant to the Resolution. The payment of the principal of and interest on the bonds of this series (and on any additional bonds of equal standing) is secured by a statutory lien upon the cash rental payments. The full faith and credit of the County have been pledged for the payment of the cash rental to the Authority. Taxes imposed by the County are subject to constitutional and statutory tax limitations.

This bond is transferable, as provided in the Resolution, only upon the books of the Authority 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 its 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 that have been selected for redemption.

MANDATORY REDEMPTION

Bonds maturing in the year	are subject to mandatory redemption at par and accrued
interest as follows:	
	Principal Amount of
Redemption Date	Bonds to be Redeemed

(REPEAT IF MORE THAN ONE TERM BOND)

Bonds or portions of bonds to be redeemed by mandatory redemption shall be selected by lot.

OPTIONAL REDEMPTION

Bonds of this issue maturing in the years 2025 to 2034, inclusive, shall not be subject to redemption prior to maturity. Bonds maturing in the year 2035, and after may be subject to redemption prior to maturity on any date on or after August 1, 2034, at par plus accrued interest to the date fixed for redemption. Bonds of a denomination greater than \$5,000 may be partially redeemed in the amount of \$5,000 or any integral multiple thereof. If less than all of the bonds maturing in any year are to be redeemed, the bonds or portions of bonds to be redeemed shall be selected by lot. The redemption price shall be the par value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption.

Not less than thirty but not more than sixty days' notice of redemption shall be given to the registered owners of bonds called to be redeemed by mail to each registered owner at the registered address. Failure to receive notice of redemption shall not affect the proceedings for redemption. Bonds or portions of bonds called for redemption shall not bear interest on and after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

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 Authority, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Ingham County Building Authority, County of Ingham, State of Michigan, by its Commission, has caused this bond to be executed in its name by the manual or facsimile signatures of the Chairperson and the Secretary of the Authority 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.

INGHAM COUNTY BUILDING AUTHORITY

	By:		
		Its:	Chairperson
{SEAL}			
	And:		
		Its:	Secretary
CERTIFICATE	OF AU	THEN1	<u>CICATION</u>
This bond is one of the bonds describ	bed in tl	ne withi	n mentioned Resolution.
THE HUNTINGTON NATIONAL BANK, Bond Registrar and Paying Agent			
By:Authorized Representative	_		
•			
AUTHENTICATION DATE:		,	, 2025

ASSIGNMENT

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

- 11. SECURITY. The cash rental payments required to be paid by CMH on behalf of the County to the Authority pursuant to the Contract of Lease and Sublease hereby are pledged irrevocably for the payment of the principal of and interest on the bonds herein authorized to be issued, and on any additional bonds of equal standing that may be issued as hereinafter provided. To secure payment of the principal of and interest on the bonds herein authorized (and on any additional bonds of equal standing that may be issued by the Authority) there hereby is created a lien (by Act 31 made a statutory lien) to and in favor of the holders of the bonds upon the cash rental payments required to be paid by CMH on behalf of the County pursuant to the Contract of Lease and Sublease. The cash rental payments pledged to the payment of the principal of and interest on the bonds shall be and remain subject to the statutory lien until the principal of and interest on the bonds have been paid in full. The holder or holders of bonds representing in the aggregate not less than 20% of the entire issue then outstanding may by suit, action, or other proceedings protect and enforce such statutory lien and enforce and compel the performance of all duties of the officials of the Authority, including, but not limited to, compelling CMH and the County by proceedings in a court of competent jurisdiction or other appropriate forum to make the cash rental payments required to be made by the Contract of Lease and Sublease, and (subject to constitutional and statutory tax limitations) requiring the County to certify, levy, and collect appropriate taxes as authorized by Act 31 and as may be required by the Contract of Lease to be so certified, levied, and collected by the County for the payment of the cash rental required to be paid by the Contract of Lease.
- 12. <u>ESTIMATES OF PERIOD OF USEFULNESS AND COST</u>. The estimated period of usefulness of the Project is determined to be forty (40) years and upwards. The estimated cost of the Project is approximately \$31,600,000, of which approximately \$24,000,000 will be paid with bond proceeds, as submitted to this Commission, is approved and adopted.
- 13. <u>DEFEASANCE</u>. 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 of the bonds, shall have been deposited in trust, this resolution shall be defeased with respect to such bonds and the owners of the bonds shall have no further rights under this resolution except to receive payment of the principal of, premium if any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein.

- 14. <u>BOND AND INTEREST REDEMPTION FUND.</u> There shall be established for the bonds a Bond and Interest Redemption Fund. From the proceeds of the sale of the bonds there shall be credited to the Bond and Interest Redemption Fund any premium and accrued interest received from the purchaser of the bonds at the time of delivery of the same. Premium, if any, shall be set aside in either the Bond and Interest Redemption Fund or the Construction Fund established in Section 15 as directed by the Chairman, the Secretary or the Treasurer of the Authority. All cash rental payments required to be made by CMH on behalf of the County under the Contract of Lease and Sublease that are pledged to the payment of the bonds shall be credited to the Bond and Interest Redemption Fund.
- 15. <u>CONSTRUCTION FUND</u>. The remainder of the proceeds of the sale of the bonds, together with available CMH funds to be used to pay part of the cost of the Project, shall be set aside in a Construction Fund that shall be maintained in a bank that shall be designated by the Treasurer. Moneys in the Construction Fund shall be used to defray the cost of the Project including legal and other expenses incident thereto and the costs of issuing the bonds. If, after completion of the Project, moneys remain in the Construction Fund, such moneys shall be used in accordance with the provisions of Section 4 of the Contract of Lease.
- 16. <u>REPLACEMENT OF BONDS</u>. Upon receipt by the Secretary 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 that complies with applicable law and is satisfactory to the Secretary, the Secretary 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 Secretary 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 Authority in the premises. Any bond delivered pursuant to the provisions of this Section 16 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.

- 17. <u>INVESTMENT OF MONEYS</u>. Moneys in the Construction Fund and the Bond and Interest Redemption Fund may be invested in United States government obligations or obligations the principal of and interest on which are guaranteed by the United States government or in interest bearing time deposits. Any money so invested shall be in obligations or deposits maturing prior to the estimated date that such moneys will be needed for the purposes of the fund in which such moneys invested have been deposited.
- 18. <u>ADDITIONAL BONDS</u>. The Authority shall have the right to issue additional bonds, which shall have equal standing with the bonds herein authorized to be issued, to complete the Project or to make improvements or additions thereto; provided, however, that no such additional bonds shall be issued unless the Contract of Lease is amended or supplemented to provide a sufficient increase in the cash rental payments to permit payment of the principal of and interest on the additional bonds. Nothing in this resolution shall prevent the issuance by the Authority of building authority bonds to finance additional projects for lease to the County.
- 19. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS. The Authority shall sell the bonds at not less than 99.50% of their par value in accordance with the laws of the State of Michigan. The Chairperson, the Secretary and the Treasurer are authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the bonds in accordance with the provisions of this resolution. The Chairperson or the Secretary is

authorized to make filings with the Department of Treasury of the State of Michigan as may be required by law or which may be deemed appropriate. The Commission shall receive bids for the purchase of the bonds after publication of the Notice of Sale substantially in the form set forth in Section 23 hereof with such changes as shall be approved by the Chairperson or the Secretary. The authority granted to the Chairperson or the Secretary by this Section, is subject to the following limitations:

- (a) The maximum total interest cost shall not exceed 6.00%.
- (b) The maximum bond term shall not exceed 25 years.
- (c) The minimum purchase price of the bonds shall not be less than 99.5% of the par value of the bonds.
- 20. OFFICIAL STATEMENT. The Chairperson or the Secretary is hereby authorized to cause the preparation of an official statement for the bonds for purposes of compliance with Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended (the "Rule") and to do all other things necessary to comply with the Rule. After the award of the bonds, the Authority will provide copies of a "final official statement" (as defined in paragraph (e)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the successful bidder or bidders to enable such bidder or bidders to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. The Chairperson or the Secretary is authorized to enter into such agreements as may be required to enable the purchasers to comply with the Rule.
- 21. <u>CONTINUING DISCLOSURE</u>. The Controller/Administrator and the County Treasurer have each been authorized severally and jointly to execute and deliver in the name of and on behalf of the County (i) a certificate of the County to comply with the requirement for a continuing disclosure undertaking of the County pursuant to subsection (b)(5) of the Rule and (ii) amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The County has covenanted and agreed that it will comply with and carry

out all of the provisions of the Continuing Disclosure Certificate. The remedies for any failure of the County to comply with and carry out the provisions of the Continuing Disclosure Certificate shall be as set forth therein.

- 22. TAX COVENANT. The Authority covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") necessary to assure that the interest on the bonds will be and will remain excludable from gross income for federal income tax purposes. The Chairperson, the Secretary and the Treasurer of the Authority are authorized to do all things necessary (including the making of such covenants of the Authority as shall be appropriate) to assure that the interest on the bonds will be and will remain excludable from gross income for federal income tax purposes
- 23. <u>NOTICE OF SALE</u>. The Notice of Sale for the bonds shall be published in accordance with law in a publication to be selected by the Chairperson or the Secretary and shall be in substantially the following form with such changes as shall be approved by the Chairperson or the Secretary. The Authority ratifies and confirms any actions and/or activity undertaken by staff to effectuate publication of the Notice of Sale.

OFFICIAL NOTICE OF SALE

[\$24,000,000*]
*(Subject to adjustment as described below)

INGHAM COUNTY BUILDING AUTHORITY
COUNTY OF INGHAM, STATE OF MICHIGAN
BUILDING AUTHORITY BONDS
(COMMUNITY MENTAL HEALTH BUILDING),
SERIES 2024
(LIMITED TAX GENERAL OBLIGATION)

<u>BIDS</u> for the purchase of the above bonds (the "Bonds") will be received by an agent of the undersigned by the Municipal Advisory Council of Michigan (the "MAC") on Wednesday, the 11th day of December, 2024, at 11:00 a.m., prevailing Eastern Time, at which time said bids will be publicly opened and read. Signed bids may be submitted to the MAC by email only at munibids@macmi.com, but no bid will be received after the time for receiving bids specified above and the bidder bears all risks of transmission failure.

<u>IN THE ALTERNATIVE</u>: Bids may be submitted electronically via PARITY pursuant to this Notice of Sale on the same date and until the same time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, potential bidders may contact PFM Financial Advisors LLC at (734) 994-9700 or PARITY at (212) 849-5021.

<u>BOND DETAILS</u>: The Bonds will be fully registered bonds of 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, dated the date of delivery thereof, and will bear interest from their date payable on August 1, 2025, and semi-annually thereafter.

The Bonds will mature on the first day of August as follows (provided however, that the amounts set forth below may be adjusted as described under "ADJUSTMENT IN PRINCIPAL AMOUNT" herein):

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2025	\$565,000	2038	\$955,000
2026	565,000	2039	1,000,000
2027	590,000	2040	1,045,000
2028	615,000	2041	1,090,000
2029	645,000	2042	1,140,000
2030	675,000	2043	1,190,000
2031	705,000	2044	1,245,000
2032	735,000	2045	1,300,000
2033	770,000	2046	1,360,000
2034	800,000	2047	1,420,000
2035	840,000	2048	1,480,000
2036	875,000	2049	1,480,000
2037	915,000		

TERM BOND OPTION: Bidders shall have the option of designating Bonds as serial bonds or term bonds, or both. The bid must designate whether each of the principal amounts shown above for the years 2025 through final maturity represent a serial maturity or a mandatory redemption requirement for a term bond maturity. There may be more than one term bond designated. In any event, the above principal amount scheduled for the years 2025 through final maturity shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both. Any such designation must be made at the time bids are submitted.

ADJUSTMENT TO PRINCIPAL AMOUNT AND PURCHASE PRICE: Following receipt of bids and prior to final award, the Authority reserves the right to adjust the principal amount of the Bonds. Such adjustment, if necessary, will be made in increments of \$5,000 per maturity, and may be made in one or more maturities. The purchase price will be adjusted proportionately to the adjustment in the principal amount of the Bonds, but the interest rates specified by the successful bidder will not change. The successful bidder may not withdraw its bid as a result of any changes made as provided in this paragraph.

REDEMPTION:

- A. <u>MANDATORY REDEMPTION</u>. Bonds designated as term bonds shall be subject to mandatory redemption at par and accrued interest on the dates and in the amounts corresponding to the annual principal maturities hereinbefore set forth. The Bonds or portions of Bonds to be redeemed shall be selected by lot.
- B. <u>OPTIONAL REDEMPTION</u>. Bonds of this issue maturing in the years 2025 to 2034, inclusive, shall not be subject to redemption prior to maturity. Bonds maturing in the year 2035, and after may be subject to redemption prior to maturity on any date on or after August 1, 2034, at par plus accrued interest to the date fixed for redemption. Bonds of a denomination greater than \$5,000 may be redeemed in part in amounts of \$5,000 or any integral multiple thereof. If less than all of the Bonds maturing in any year are to be redeemed, the Bonds or portions of Bonds to be redeemed shall be selected by lot. The redemption price shall be the par value of the Bond or portion of the Bond called to be redeemed plus interest to the date fixed for redemption.

C. <u>NOTICE OF REDEMPTION</u>. Not less than thirty nor more than sixty days' notice of redemption shall be given by first class mail to the registered owners of Bonds called to be redeemed at the registered address. Failure to receive notice of redemption shall not affect the validity of the proceedings for redemption. Bonds or portions of Bonds called for redemption shall not bear interest on and after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

INTEREST RATE AND BIDDING DETAILS: The Bonds shall bear interest at a rate or rates not exceeding 5.25% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/100 of 1%, or both. The minimum interest rate for callable maturities shall be 5.00%. The interest on any one Bond shall be at one rate only and all Bonds maturing in any one year must carry the same interest rate. The interest rate borne by Bonds maturing in any one year shall not be less than the interest rate borne by Bonds maturing in the preceding year. No proposal for the purchase of less than all of the Bonds or at a price less than 99.50% of their par value will be considered.

BOOK-ENTRY-ONLY: It is anticipated that the Bonds will be issued in book-entry-only form as one fully registered Bond per maturity and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Bonds. Purchase of the Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any integral multiple thereof. Purchasers will not receive certificates representing their interest in Bonds purchased. However, the Bonds will not be issued in book-entry-only form if the purchaser is willing to accept physical delivery of the Bonds in denominations equal to the aggregate principal amount for each maturity and, if necessary, transfer the Bonds only in such denominations. If requested by the purchaser of the Bonds and determined by an authorized officer of the Authority, the Bonds may be issued in the form of a single bond with an exhibit containing the principal maturity amounts and applicable interest rates and due dates. The book-entry-only system is described further in the preliminary official statement for the Bonds.

BOND REGISTRAR AND PAYING AGENT: The Bonds shall be payable as to principal in lawful money of the United States upon surrender thereof at the corporate trust office of The Huntington National Bank, Grand Rapids, Michigan the bond registrar and paying agent. Interest shall be paid to the registered owner of each Bond as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address. As long as DTC, or its nominee Cede & Co., is the registered owner of the Bonds, payments will be made directly to such registered owner. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Bonds is the responsibility of DTC participants and indirect participants as described in the preliminary official statement for the Bonds. The Authority may from time to time as required designate a successor bond registrar and paying agent. Alternatively, the Treasurer of the County of Ingham may serve as bond registrar and paying agent for the Bonds if it is determined to be in the best interest of the Authority.

PURPOSE AND SECURITY: The Bonds are to be issued pursuant to the authorization contained in Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, for the purpose of paying part of the cost of acquiring, renovating, constructing, furnishing, equipping and improving of Unit 1 of the Greenlawn Campus Condominium, which has been or will be formed, located at or near 2900 Stabler Street, Lansing, Michigan (collectively, the "Project"), in the County of Ingham for lease to the County of Ingham pursuant to a limited tax Full Faith and Credit General Obligation Contract of Lease (herein the "Lease"). The County and the Authority will enter into a sublease (the "Sublease") with the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH"), who will be the major tenant in, occupy and maintain the Project, and pay rental with respect to the Project. The Lease and Sublease require CMH on behalf of the County of Ingham to make cash rental payments to the Authority in such amounts as shall be sufficient to enable the Authority to pay the principal of and interest on the Bonds as the same shall become due. The limited tax full faith and credit of the County of Ingham have been pledged for the making of the cash rental payments if CMH fails to do so and the County of Ingham is obligated to levy ad valorem taxes in such amounts as shall be necessary for the making of such cash rental payments. Taxes imposed by the County of Ingham are subject to constitutional and statutory tax limitations. The Authority has irrevocably pledged the cash rental payments for the payment of the principal of and interest on the Bonds and a statutory lien on the cash rental payments has been created by the bond authorizing resolution.

<u>ADDITIONAL BONDS</u>: For the terms upon which additional bonds of equal standing as to the cash rental payments may be issued reference is made to the bond authorizing resolution. GOOD FAITH: A good faith deposit will not be required.

<u>AWARD OF BONDS</u>: The Bonds will be awarded to the bidder whose bid produces the lowest true interest cost to the Authority. True interest cost shall not exceed 6.00% and shall be computed by determining the annual interest rate (compounded semiannually) necessary to discount the debt service payments on the Bonds from the payment dates thereof to [January ___, 2025], and to the price bid.

<u>LEGAL OPINION</u>: Bids shall be conditioned upon the approving opinion of Dickinson Wright PLLC, attorneys of Lansing, Michigan, the original of which will be furnished without expense to the purchaser of the Bonds at the delivery thereof. The fees of Dickinson Wright PLLC for services rendered in connection with such approving opinion are expected to be paid from Bond proceeds. Except to the extent necessary to issue its approving opinion as to the validity of the Bonds, Dickinson Wright PLLC has made no inquiry as to any financial information, statements or materials contained in any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the Bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial information, statements or materials.

<u>TAX MATTERS</u>: The approving opinion will include an opinion to the effect that under existing law, the interest on the Bonds is excludable from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax. The opinion set forth in the first sentence above will be subject to the condition that the Authority comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Bonds in order

that interest thereon be (or continue to be) excludable from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the Bonds to be included in gross income retroactive to the date of issuance of the Bonds. The Authority has covenanted to comply with all such requirements. The opinion will express no opinion regarding other federal tax consequences arising with respect to the Bonds.

The Authority has <u>not</u> designated the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

If the successful bidder will obtain a municipal bond insurance policy or other credit enhancement for the Bonds in connection with their original issuance, the successful bidder will be required, as a condition of delivery of the Bonds, to certify that the premium therefor will be less than the present value of the interest expected to be saved as a result of such insurance or other credit enhancement. The form of an acceptable certificate will be provided by Bond Counsel.

In addition, the approving opinion will include an opinion to the effect that under existing law, the Bonds and the interest thereon are exempt from taxation by the State of Michigan and by any other taxing authority within the State of Michigan, except estate taxes and taxes on gains realized from the sale, payment or other disposition.

ISSUE PRICE: The winning bidder shall assist the Authority in establishing the issue price of the Bonds and shall execute and deliver to the Authority at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form provided by Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Authority and Bond Counsel. All actions to be taken by the Authority under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the Authority by the Authority's municipal advisor identified herein and any notice or report to be provided to the Authority may be provided to the Authority's municipal advisor.

The Authority intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the Authority is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the Authority anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the Authority anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

In the event that competitive sale requirements are satisfied, the winning bidder shall be expected to certify as to the reasonably expected initial offering price of the Bonds to the public.

In the event that the competitive sale requirements are not satisfied, the Authority shall so advise the winning bidder. The Authority shall treat (i) the first price at which 10% of a maturity of the Bonds (the "10% test") is sold to the public as of the sale date as the issue price of that maturity and (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds not satisfying the 10% test as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the Authority if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. Any maturity of the Bonds (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) that does not satisfy the 10% test as of the date and time of the award of the Bonds shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that any maturity of the Bonds is subject to the hold-the-offering-price rule. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.

By submitting a bid, each bidder confirms that, except as otherwise provided in its bid, it has an established industry reputation for underwriting new issuances of municipal bonds, and, further, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5^{th}) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the Authority when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Authority acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the

related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Authority further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to comply with the hold-the-offering-price rule if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to comply with the hold-the-offering-price rule if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) "public" means any person other than an underwriter or a related party,
- (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the

corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date that the Bonds are awarded by the Authority to the winning bidder.

<u>CUSIP</u>: It is anticipated that CUSIP numbers will be imprinted on all Bonds of this issue at the Authority's expense. Neither the failure to print numbers nor an improperly printed number will constitute basis for the purchaser to refuse to accept delivery.

<u>BIDDER CERTIFICATION: NOT "IRAN-LINKED BUSINESS":</u> By submitting a bid, the bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act No. 517, Public Acts of Michigan, 2012; MCL 129.311 et seq.

OFFICIAL STATEMENT: A copy of the preliminary official statement relating to the Bonds may be obtained by contacting the Municipal Advisor at the address referred to below. The preliminary official statement is in a form deemed final by the Authority for purposes of paragraph (b)(1) of SEC Rule 15c2-12 (the "Rule"), but is subject to revision, amendment and completion in a final official statement.

After the award of the Bonds, the Authority will provide on a timely basis copies of a final official statement, as that term is defined in paragraph (f)(3) of the Rule, at the Authority's expense in sufficient quantity to enable the successful bidder or bidders to comply with paragraphs (b)(3) and (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. Requests for such additional copies of the final official statement shall be made to the Municipal Advisor at the address set forth below within 24 hours of the award of the Bonds.

<u>CONTINUING DISCLOSURE</u>: In order to assist bidders in complying with paragraph (b)(5) of the Rule, the County of Ingham will undertake, pursuant to a resolution adopted by its governing body and a continuing disclosure certificate, to provide annual reports and notices of certain events. A description of the undertaking is set forth in the preliminary official statement and will also be set forth in the final official statement.

<u>DELIVERY OF BONDS</u>: Bonds will be delivered without expense to the purchaser through DTC, New York, New York. The usual closing documents, including a continuing disclosure certificate and a certificate that no litigation is pending affecting the issuance of the Bonds, will be delivered at the time of the delivery of the Bonds. If the Bonds are not tendered for delivery by twelve o'clock noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the Bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned. Payment for the Bonds shall be made in

Federal Reserve Funds. Accrued interest, if any, to the date of delivery of the Bonds shall be paid by the purchaser at the time of delivery.

<u>MUNICIPAL ADVISOR</u>: Further information regarding the Bonds may be obtained from PFM Financial Advisors LLC, 555 Briarwood Circle, Suite 333, Ann Arbor, Michigan 48108. Telephone: (734) 994-9700.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

Mattis D. Nordfjord Chairperson Ingham County Building Authority

- 24. <u>CONFLICTING RESOLUTIONS</u>. All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.
- 25. <u>EFFECTIVE DATE OF RESOLUTION</u>. This resolution shall be recorded in the minutes of the Commission as soon as practicable after its passage and shall become effective immediately upon its adoption.

YEAS:		
NAYS:		
ABSENT:		

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN))ss COUNTY OF INGHAM)

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Commission of the Ingham County Building Authority at a regular meeting held on November 26, 2024, and that the resolution has been recorded in the minutes of the Commission. I further certify that notice of said meeting was given in accordance with the provisions of the open meetings act.

Gregg A. Todd, Secretary
Ingham County Building Authority

Adoption Copy (CMH 2024 Project)

RESOLUTION APPROVING CONTRACT OF LEASE AND SUBLEASE

At a regular meeting of the Commission of the Ingham County Building Authority,
Ingham County, Michigan, held on the 26th day of November, 2024, at 3:00 p.m., Michigan
time, in the Hilliard Building Conference Room A, 121 E. Maple Street, Mason, Michigan.
PRESENT:
ABSENT:

The Secretary presented the proposed Contract of Lease between the Ingham County Building Authority (the "Authority") and the County of Ingham (the "County") relative to the acquisition, renovation, construction, furnishing, equipping and improvement of Unit 1 of the Greenlawn Campus Condominium, which has been or will be formed, located at or near 2900 Stabler Street, Lansing, Michigan (collectively, the "Project") for use by the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH").

The Secretary presented a proposed Sublease among the Authority, the County and CMH, who will be the major tenant in, occupy and maintain the Project, and pay rental required under the Contract of Lease with respect to the Project.

The Secretary has also placed on record the forms of the Master Deed and Greenlawn Campus Condominium Bylaws, together with the Development and Construction Agreement, the Purchase Agreement, the Assignment and Assumption of Purchase Agreement and Consent, the Purchase Option Agreement, the Multi-Party Escrow Instruction Letter and Buyer's Estimated Settlement Statement related to the Project.

The following resolution was offered by _____ and seconded by .

WHEREAS, pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (hereinafter referred to as "Act 31"), the County has heretofore authorized and directed the incorporation of the Authority; and

WHEREAS, a proposed Contract of Lease (Exhibit A) between the Authority and the County and a proposed Sublease (Exhibit B) among the Authority, the County and CMH have been prepared and presented to this Commission; and

WHEREAS, it is necessary and desirable for the Authority to enter into the proposed Contract of Lease with the County and the proposed Sublease with the County and CMH.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE INGHAM COUNTY BUILDING AUTHORITY, as follows:

- 1. The Contract of Lease is hereby approved and the Chairperson, the Treasurer or the Secretary are directed to execute the Contract of Lease on behalf of the Authority and to deliver the same to the County no earlier than 60 days after the Notice of Intent was published and only if the applicable referendum period has expired without the filing of sufficient petitions requesting a referendum, with such changes which are not materially adverse to the Authority. Changes to the not to exceed amount of bonds and the initial stated term of the Contract of Lease are deemed not materially adverse, provided that the overall not to exceed principal amount of \$26,000,000 is not exceeded and the length of the term of the Contract of Lease does not extend beyond January 1, 2051.
- 2. The Sublease is hereby approved and the Chairperson, the Treasurer or the Secretary are directed to execute the Sublease on behalf of the Authority and to deliver the same

to the County and CMH upon execution of the Contract of Lease, with such changes which are not materially adverse to the Authority.

- 3. The Chairperson, the Treasurer or the Secretary shall execute and deliver as many copies of the Contract of Lease and the Sublease as they shall, in their discretion, deem necessary or desirable.
- 4. Copies of the Contract of Lease and Sublease this day presented to the Commission shall be attached to the minutes of this meeting and placed on file in the office of the Secretary.
- 5. The Chairperson, the Treasurer or the Secretary are authorized to execute and deliver any other necessary contracts, documents, agreements or certificates in order to complete the Project.
- 6. All resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded.

 YEAS:

 NAYS:

 ABSTENTIONS:

RESOLUTION ADOPTED.

I, the duly acting and qualified Secretary of the Ingham County Building Authority, hereby certify that the foregoing is a true and complete copy of proceedings taken by the Commission of the Authority at a regular meeting held on the 26th day of November, 2024, the original of which proceedings is on file in my office. I further certify that notice of said meeting was given in accordance with the Open Meetings Act.

Secretary
Ingham County Building Authority

EXHIBIT A

CONTRACT OF LEASE

Attachment A (CMH Project)

CONTRACT OF LEASE

THIS FULL FAITH AND CREDIT (LIMITED TAX) GENERAL OBLIGATION

CONTRACT OF LEASE made as of the 1st day of _______, 2025, by and between the

INGHAM COUNTY BUILDING AUTHORITY (sometimes hereinafter referred to as the

"Authority"), a building authority organized and existing under and pursuant to the provisions of

Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, (sometimes

hereinafter referred to as "Act 31"), and the COUNTY OF INGHAM, a county organized and

existing under the Constitution and laws of the State of Michigan (sometimes hereinafter referred

to as the "County").

WITNESSETH:

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

WHEREAS, the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH") has requested the County to acquire, renovate, construct, furnish, equip and improve Unit 1 of the Greenlawn Campus Condominium, which has been or will be formed, located at or near 2900 Stabler Street, Lansing, Michigan (collectively, the "Project") for use by CMH; and

WHEREAS, it is proposed that the Authority finance all or part of the cost of the Project by the issuance of building authority bonds payable from cash rental payments by the County to the Authority pursuant to this Contract of Lease; and WHEREAS, an estimate of 40 years and upwards as the period of usefulness of the Project and an estimate of \$31,600,000 as the cost of the Project have been prepared and have been filed with the County Clerk and the Secretary of the Authority; and

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

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

The Authority shall, as soon as practicable after the effective date of this Contract of Lease, proceed to issue its building authority bonds in one or more series in the aggregate principal amount of [\$______] or such lesser amount as shall be determined by the Commission of the Authority to be necessary to defray all or part of the cost of the Project, pursuant to and in accordance with the provisions of Act 31, and shall pledge for the payment of the principal of and interest on said bonds the receipts from the cash rental payments hereinafter agreed to be paid by the County. The bonds shall be serial bonds, term bonds or a combination thereof dated as of such date as shall be determined by the Authority, shall bear interest at a rate or rates not to exceed 5.25% per annum and shall mature (subject to such prior redemption, if any, as may be provided in the bond authorizing resolution) on such dates and in such years as shall be determined in the resolution authorizing the issuance of the bonds. Upon receipt of the proceeds of the sale of the building authority bonds the Authority immediately shall deposit such proceeds (other than any premium, capitalized interest and accrued interest received from the purchaser of

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

- 35. After the building authority bonds have been sold, the Authority shall acquire, renovate, construct, furnish, equip and improve the Project or cause the acquisition, renovation, construction, furnishing, equipping and improving thereof.
- (a) The Authority shall approve the architect selected by CMH for the Project. All final plans and specifications prepared by the architect and the total project budget shall be reviewed and approved by CMH before commencement of construction. The final plans and specifications and the total project budget shall also require approval of the Authority and the County, which approval shall not be unreasonably withheld.
- (b) The Authority shall approve the construction manager selected by CMH for the Project. After the plans and specifications have been approved by the Authority, CMH and the County, no changes shall be made except as approved by the Authority, the County and CMH in writing. The Authority, the County and CMH shall designate those persons who are authorized to approve changes to the plans and specifications. Any such changes shall be made by change order.
- (c) The cost estimate and the estimated period of usefulness for the Project, both of which heretofore have been filed with the County Clerk and the Secretary of the Authority, are approved and adopted. The cost of the Project shall include not only the direct costs of acquiring, renovating, constructing, furnishing, equipping and improving the Project but all other costs including, without limitation, all architectural, engineering,

construction management, moving, financial, legal, printing and publishing costs and expenses incidental to the Project and to the issuance of the building authority bonds.

- 36. In the event that the Authority shall at any time determine that the Project cannot be completed at the estimated cost, the Authority immediately shall so notify the County in writing, specifying the additional funds required, and thereupon one of the following actions shall be taken:

 (a) the County shall pay or cause to be paid to the Authority in cash the additional amount so required, or (b) the Authority shall issue building authority bonds in such increased or additional principal amount as shall be necessary to complete the Project, or (c) the Project shall be modified so as to permit its completion within the estimated cost. No such increased or additional building authority bonds shall be issued unless the County and the Authority shall provide by amendment or supplement of this Contract of Lease for such issuance and for an increase in the cash rental payable by the County hereunder sufficient to permit payment of the principal of and interest on the increased or additional bonds. Any additional building authority bonds so issued shall have equal standing with the bonds hereinbefore authorized to be issued. The proceeds of any such cash payments or increased or additional bonds (except for accrued interest, premium and capitalized interest) shall be deposited into the construction fund for the Project.
- 37. If, after completion of the Project, moneys remain in the construction fund, such moneys shall be considered to be an unexpended balance of the proceeds of the sale of the bonds. Any unexpended balance of the proceeds of the sale of the bonds remaining after completion of the Project may be used to improve or enlarge the Project or for other Projects of the Authority leased to the County if such use is approved by the Michigan Department of Treasury, if required by law, and by the County. Any unexpended balance not so used shall be paid into the bond and interest redemption fund and the County shall receive a credit against the cash rental payments

next due under this Contract of Lease to the extent of the moneys so deposited in the manner provided in the resolution authorizing the bonds.

- 38. CMH shall on behalf of the Authority require the contractor or contractors for the construction of the Project to furnish all necessary bonds guaranteeing performance and all labor and materials bonds and all owners protective, workers compensation and liability insurance required for the protection of the Authority and the County. All bonds and insurance, and the amounts thereof, shall be subject to approval of the County attorney. All such insurance shall be made effective from the date of issuance of the building authority bonds described in Section 1 or commencement of construction of the Project, whichever is later. The Authority also shall require a sufficient fidelity bond from any person handling funds of the Authority.
- 39. The Authority hereby leases the Project and the Site described on Exhibit A to the County for a term commencing on the effective date of this Contract of Lease and ending on [January 1, 2051], or such earlier date or later date as hereinafter provided. Possession of the Project shall vest in the County upon completion of construction of the Project. When all of the building authority bonds issued by the Authority to finance the Project have been retired, the Authority shall convey to the County or to CMH at the direction of the County all of its right, title and interest in the Project and any lands, air space, easements or rights-of-way appertaining thereto. Upon such conveyance by the Authority to the County, this Contract of Lease and the leasehold term shall terminate and the Authority shall have no further interest in, or obligations with respect to, the Project.
- 40. The County hereby agrees to pay to the Authority as cash rental for the Project herein leased to it by the Authority such periodic amounts as shall be sufficient to enable the Authority to pay the principal of and interest on the building authority bonds to be issued by the

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

41. The County may pay in advance to the Authority any cash rental payments herein required to be made and in such event shall be credited therefor upon future-due cash rental payments as the County shall direct. Any such advance payments, if the County shall so direct,

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

- 42. In addition to the cash rental provided for in Section 7 hereof, the County hereby agrees to pay to the Authority all operating expenses of the Authority including expenses incidental to the issuance and payment of the bonds to the extent such expenses are not paid from the proceeds of the bonds. The obligations of the County to make such payments shall be limited tax general obligations of the County.
- 43. The County shall, at its own expense, operate and maintain the Project and shall keep the same in good condition and repair. The County may contract for the operation and maintenance of the Project or any part of the Project by a private party. Operation and maintenance shall include (but not be limited to) the providing of all personnel, equipment and facilities, all air conditioning, light, power, heat, telephone, water, sewage disposal, storm drainage and all other personnel services, equipment and supplies, of whatever nature, as shall be necessary or expedient for the operation and maintenance of the Project. Premiums for insurance required to be carried

upon or with respect to the Project or the use thereof and taxes levied upon either party hereto on account of the ownership or use thereof or rentals or income therefrom likewise shall be deemed operation and maintenance expenses. The obligation of the County to pay all costs and expenses of the operation and maintenance of the Project shall be a limited tax general obligation of the County.

- 44. The County shall provide, at CMH's expense, fire and extended coverage, malicious mischief and vandalism insurance in an amount which is at least equal to the amount of the building authority bonds outstanding from time to time or to the amount of the full replacement cost of the Project if that amount be less than the amount of bonds outstanding. Such insurance shall be payable to the County, the Authority and CMH as their interests may appear and shall be made effective from the date of issuance of the building authority bonds described in Section 1 or commencement of construction of the Project, whichever is later. In the event of the partial or total destruction of the Project during or after construction, or if the Project is for any reason made unusable, the cash rental payments as provided in Section 7 hereof shall continue unabated. The County shall have the option to use the proceeds of insurance, in the event of loss or damage to the Project, for the repair or restoration of the Project. If the County shall determine not to use the proceeds of insurance for the repair or restoration of the Project the amount of such insurance proceeds shall be paid to the Authority and by it deposited in the bond and interest redemption fund and the County shall receive appropriate credits on future cash rental payments due.
- 45. The County shall provide adequate liability insurance protecting the County, the Authority and the members of the Authority against loss on account of damage or injury to persons or property, imposed by reason of the ownership, possession, use, operation or repair of the Project or resulting from any acts of omission or commission on the part of the County, the Authority, the

members of the Authority or their agents, officers or employees in connection therewith. Such insurance shall be made effective from the date of issuance of the building authority bonds described in Section 1 or commencement of construction of the Project, whichever is later.

- 46. The County shall hold the Authority and the members of the Authority harmless and to the extent permitted by law keep it fully indemnified at all times against any loss, injury, or liability to any person or property by reason of the use, misuse, or non-use of the Project by the County or by any other person or from any act or omission in, on or about the Project, including any liability resulting from any and all environmental matters pertaining thereto. The County shall, at CMH's expense, make any changes or alterations in, on or about the Project which may be required by any applicable statute, charter, ordinance or governmental regulation or order, and shall save the Authority and the members of the Authority harmless and free from all cost or damage in respect thereto.
- 47. The County, in its sole discretion, may install or construct in or upon, or may remove from the Project, any equipment, fixtures or structures and may make any alterations or structural changes as it may desire, but the County shall not make any permanent alterations to the Project that will affect adversely the security for the building authority bonds to be issued by the Authority or the prompt payment of the principal of or interest on such bonds.
- 48. The Authority, through its officers, employees or agents, may enter upon the Project at any time during the term of this Contract of Lease for the purpose of inspecting the Project and determining whether the County is complying with the covenants, agreements, terms and conditions hereof.
- 49. Inasmuch as this Contract of Lease, and particularly the obligations of the County to make cash rental payments to the Authority, provides the security for payment of the

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

- 50. This Contract of Lease shall inure to the benefit of, and be binding upon the respective parties hereto and their successors and assigns; provided, however, that no assignment shall be made in violation of the terms hereof nor shall any assignment be made which would impair the security of the bonds or the rights of the holders thereof.
- Additional building authority bonds of equal standing with the bonds herein authorized may be issued, in addition to those for which provision is made in Section 3, for the purpose of making improvements or additions to the Project; provided, however, that no such bonds of equal standing may be issued unless this Contract of Lease is amended or supplemented to provide for such issuance and for an increase in the cash rental payments required to be made by the County in amounts sufficient to permit payment of the principal of and interest on such additional bonds. Nothing in this Contract of Lease shall prevent the Authority from issuing building authority bonds to finance other Projects for lease to the County.

- 52. In the event the building authority bonds to finance the Project cannot be or are not issued by the Authority prior to [June 30, 2025], the Project shall be abandoned and the County shall pay all expenses of the Authority incurred to the date of abandonment, and neither party shall have any further obligations under this Contract of Lease. The provisions of this Section 19 may be extended or waived by the parties by resolution of their respective governing bodies.
- 53. Except as otherwise provided herein, the right to give any consent, agreement or notice herein required or permitted shall be vested, in the case of the County, in its Board of Commissioners, and in the case of the Authority, in its Commission. Any notice required or permitted to be given hereunder shall be given by delivering the same, in the case of the County, to the County Clerk or the Deputy County Clerk, and in the case of the Authority, to any member of its Commission.
- 54. In the event there shall occur changes in the constitution or statutes of the State of Michigan which shall affect the organization, territory, powers or corporate status of the County, the terms and provisions of this Contract of Lease shall be unaffected thereby insofar as the obligation of the County to make cash rental payments is concerned. The proceeds of any sale or other liquidation of any interest of the County in the Project are hereby impressed with a first and prior lien for payment of any outstanding building authority bonds or other obligations of the Authority incurred by reason of the Project or any additions or improvements thereto.
- 55. This Contract of Lease shall become effective 60 days after a notice of intention of entering into this Contract of Lease has been published in a newspaper of general circulation in the County as required by Section 8b(3) of Act No. 31; provided, however, that if a petition for a referendum requesting an election on this Contract of Lease is filed with the County Clerk within 45 days after the notice is published, signed by not less than 10% or 15,000 of the registered

electors of the County, whichever is less, then this Contract of Lease shall become effective only
if and when approved by a majority of the electors of the County voting thereon. This Contract of
Lease shall remain in full force and effect for the period herein provided and shall terminate on
[, 20] or earlier, but only if and when the Authority shall have fully paid and
discharged its liability with respect to the building authority bonds and any other obligations of
the Authority or the County incurred with respect to the acquisition, renovation, construction,
furnishing, equipping and improvement of the Project. If such amounts have not been fully paid
on or prior to [, 20], the terms of this Contract of Lease shall continue until
such amounts have been fully paid.

[Signature Page Follows]

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

Witnessed:	INGHAM COUNTY BUILDING AUTHORITY	
	By: Mattis D. Nordfjord, Chairperson	
Witnessed:	Mattis B. Nordijord, Champerson	
	By: Gregg A. Todd, Secretary	
Witnessed:	COUNTY OF INGHAM	
	By:	
	Ryan Sebolt, Chairperson County Board of Commissioners	
	APPROVED AS TO FORM FOR THE COUNTY OF INGHAM	
	COHL, STOKER & TOSKEY, P.C.	
	By:Robert D. Townsend	

EXHIBIT A

The Project includes the acquisition, renovation, construction, furnishing, equipping and improvement of Unit 1 of the Greenlawn Campus Condominium, which has been or will be formed, located at or near 2900 Stabler Street, Lansing, Michigan (collectively, the "Project") for use by the Community Mental Health Authority of Clinton-Eaton-Ingham Counties.

The Site for the Project is described as follows:

Unit 1, Greenlawn Campus Condominium, City of Lansing, Ingham County, Michigan, according to the Master Deed recorded in Document No. _____, as amended, and designated as Ingham County Condominium Subdivision Plan No. _____, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

STATE OF MICHIGAN	
COUNTY OF INGHAM)ss)
On this day of _	, 2025, in Ingham County, Michigan, before me
appeared Mattis D. Nordfjord	l, the Chairperson of the Commission of the Ingham County
Building Authority, a public of	corporation in the State of Michigan, and, being duly sworn, did say
that the foregoing Contract of	f Lease was signed and sealed on behalf of said Authority by
authority of its Commission,	and the said person acknowledged said instrument to be the free act
and deed of said Authority.	
	Notary Public, County, Michigan Acting in Ingham County, Michigan My commission expires:

STATE OF MICHIGAN	
COUNTY OF INGHAM)ss)
On this day of _	, 2025, in Ingham County, Michigan, before me appeared
Gregg A. Todd, the Secretary	of the Commission of the Ingham County Building Authority, a
public corporation in the State	e of Michigan, and, being duly sworn, did say that the foregoing
Contract of Lease was signed	and sealed on behalf of said Authority by authority of its
Commission, and the said per	rson acknowledged said instrument to be the free act and deed of
said Authority.	
	Notary Public, County, Michigan Acting in Ingham County, Michigan My commission expires:

STATE OF MICHIGAN	
COUNTY OF INGHAM)ss)
On this day of _	, 2025, in Ingham County, Michigan, before me
appeared Ryan Sebolt, the Ch	nairperson of the Ingham County Board of Commissioners of the
County of Ingham, Michigan	, and, being duly sworn, did say that the foregoing Contract of
Lease was signed and sealed	on behalf of said County by authority of its Board of
Commissioners, and the said	person acknowledged said instrument to be the free act and deed of
said County.	
	Notary Public, County, Michigan Acting in Ingham County, Michigan My commission expires:

EXHIBIT B

SUBLEASE

Attachment B (CMH Project)

SUBLEASE

This Sublease made as of [, 2025], by and between the COUNTY OF
INGHAM, a municipal corporation and	political subdivision of the State of Michigan
(hereinafter referred to as the "County")	, and the COMMUNITY MENTAL HEALTH
AUTHORITY OF CLINTON-EATON-	-INGHAM COUNTIES (hereinafter designated as the
"CMH").	

WHEREAS, the County and the Ingham County Building Authority (the "Authority") have entered into a Full Faith and Credit General Obligation Contract of Lease dated as [_______, 2025] (the "Contract of Lease"), with respect to the acquisition, renovation, construction, furnishing, equipping and improving of Unit 1 of the Greenlawn Campus Condominium, which has been or will be formed, located at or near 2900 Stabler Street, Lansing, Michigan (collectively, the "Project") for use by CMH; and

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

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

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

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 56. <u>Description and Term.</u> In consideration of the rents described below and the covenants and agreements to be performed by CMH and the County under this Sublease, the County subleases to CMH, and CMH subleases from the County, the Project, together with all improvements thereon and additions thereto as described in Exhibit A, for the term beginning as of the effective date of the Contract of Lease and ending on the termination date specified in the Contract of Lease.
 - 57. <u>Assumption of the County's Obligations.</u>
- (a)CMH hereby expressly assumes all of the County's obligations to pay the cash rentals, as described in the Contract of Lease at the times and in the amounts required to be paid by the County, including the obligations which are not determined as to amount at the time of this Sublease. Concurrent with the payment of the cash rentals, CMH shall give notice in writing to the County of such payment.

- (b)In further consideration of this Sublease, CMH shall pay all other amounts required to be paid by the County under the Contract of Lease; shall continue to provide community mental health services in the jurisdictional boundaries of the County and its other members; and in addition shall be responsible for and pay all of the costs of using, owning, operating, managing, insuring, repairing, maintaining and equipping the Project and all amounts incurred by the County under the hold harmless and indemnity provisions of the Contract of Lease, and all expenses incurred under paragraphs 9, 10, 11 and 12 of the Contract of Lease. All payments of cash rental shall be made directly for and on behalf of the County to the entity described as the "Bond Registrar and Paying Agent" or "Trustee" or "Transfer Agent" in the Authority's resolution authorizing issuance of bonds, adopted by the Authority in accordance with the Contract of Lease.
- (c)In further consideration of this Sublease, CMH shall assume and be subject to all limitations and responsibilities of the County under the Contract of Lease.
- (d) In further consideration of this Sublease, CMH shall, at its own expense, indemnify, protect, defend and hold harmless the County, the Authority, its elected and appointed officers, employees, and agents at all times against any loss, injury, or liability to any person or property by reason of the use, misuse, or non-use of the Project by CMH or by any other person or from any act or omission in, on or about the Project, including any liability resulting from any and all environmental matters pertaining thereto. CMH shall, at its own expense, make any changes or alterations in, on or about the Project which may be required by any applicable statute, charter, ordinance or governmental regulation or order, and shall save the County and the Authority and its elected and appointed officers, employees, and agents harmless and free from all cost or damage in respect thereto.

58. <u>Assignment and Authorization</u>.

- (a)CMH covenants not to assign or transfer this Sublease under any circumstances without the prior written consent of the County.
- (b)CMH authorizes the County Treasurer to allocate and utilize, without any further authorization or action on the part of CMH, the millage monies, if any, of CMH that may be lawfully used by CMH for payment of CMH's obligations under this Sublease.
 - 59. CMH's Responsibilities.

Without limiting the foregoing, CMH agrees as follows:

- (a)CMH shall accept the premises "as is and with all faults."
- (b)CMH shall pay for all gas, water, heat, electricity, light, telephone, or any other communication or utility service used in or rendered or supplied to the premises during the term of this Sublease, as the same shall become due.
- (c)CMH shall not perform or permit any acts or carry on any practices which may injure the building and structures on the premises, and shall, to the extent practicable, and subject to any condominium documents, keep the premises clean and free from rubbish, dirt, snow and ice at all times and in full compliance with all applicable laws and ordinances.
- (d)CMH shall maintain, subject to any condominium documents, the premises and all fixtures and equipment therein, including all plumbing, sprinkler, heating, air-conditioning, electrical, gas, security and safety and like fixtures and equipment, all window glass, ceilings, doors and door frames, windows and window frames of the premises in good

repair and condition, and shall make all repairs, replacements and upgrades to such fixtures and equipment.

- (e)CMH shall provide or cause to be provided comprehensive and general, public liability insurance against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the premises, or arising out of the improvement, repair or alteration of the premises. To the extent CMH and the County agree, such insurance may be purchased by the County, and CMH may be required to reimburse the County, at the County's request, for the cost of all or a portion of such insurance and if requested, shall maintain any self-insured retention or additional insurance in the amount of such self-insured retention otherwise applicable to the County's insurance program. CMH shall reimburse the County, at the County's request, for all or a portion of the cost of insuring the premises. The limits of such insurance shall be agreed upon by the County and CMH. The party providing the insurance shall furnish the other party a binder renewing the insurance policy at least 30 days before the policy expires. Any such policy or binder shall name the other party as an additional insured and shall provide for at least 30 days' notice to the other party of any change in coverage or cancellation.
- (f)CMH shall be responsible for the risk of loss of all its personal property on the premises and shall provide fire and extended coverage insurance on CMH's personal property located in the premises in amounts reasonably deemed adequate by CMH to fully insure such personal property. It is understood and agreed that if CMH's personal property is damaged or destroyed in whole or in part by fire or other casualty during the term hereof, CMH will repair and restore the same to good condition with reasonable dispatch based solely upon the amount of insurance proceeds received by CMH to cover such casualty.
- (g)CMH shall maintain the interior wall coverings and floor coverings in good repair and shall replace such wall and floor coverings at its own expense as needed.
- (h)CMH shall be solely responsible for the provision, maintenance and repair of any exterior and interior signs relating to the use of the premises.
- (i)CMH shall maintain, subject to any condominium documents, the roof, structural supports, exterior and interior walls, floors, walkways, grounds, landscaping and parking lots in good condition.
- (j)CMH shall maintain at all times during the term of this Sublease a repair and replacement fund in an amount not less than \$400,000, the money credited thereto to be used solely for the purpose of making repairs and replacements to the premises. If at any time it shall be necessary to use moneys in the repair and replacement fund for the purpose of which said fund was established, the moneys so used shall be replaced from any moneys of CMH which are not required by law or contract to be used for other purposes.
- (k)CMH shall be responsible for assuring that access to the premises (exterior and interior) is in continuing compliance with the Americans with Disabilities Act and the Michigan Handicappers' Civil Rights Act, and any other applicable laws governing access to the premises for persons with disabilities, now existing or hereafter adopted. CMH will provide the County and the Ingham County Building Authority with any easements it requires or requests with respect to the Project.

60. Additional Covenants.

(a)CMH hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of interest on the Authority's bonds from adjusted gross income for federal income taxation purposes under the Internal

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

- (b)CMH further covenants that it will comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission regarding continuing disclosure, as more fully set forth in the Official Statement related to the Authority's bonds.
- (c)CMH further covenants that it will comply with the covenants, conditions, restrictions, uses, limitations and affirmative obligations as owner, occupant, permittee or subleassee of a unit under and pursuant to the Master Deed for the Greenlawn Campus Condominium and the Greenlawn Campus Condominium Bylaws, and will be responsible to pay all assessments levied against Unit 1 or any owner thereof described and required by the Master Deed for the Greenlawn Campus Condominium or the Greenlawn Campus Condominium Bylaws, including any penalties, property tax, special assessments, personal property tax assessments, costs of insurance, and any other charges, if any. CMH further covenants to pay to the Authority and the County any obligations or charges that the Authority is obligated to pay as assignee of and under the Purchase Agreement.
- 61. Remedies. If CMH shall breach or fail to perform any of the promises and agreements in this Sublease or any other agreement entered into between the County and CMH, and such failure shall continue, without commencement and diligent pursuit of remedial action, for sixty (60) days after written notice from the County, the County may commence such performance at CMH's cost and expense or terminate this Sublease and reenter and repossess the premises at the discretion of the County. If the County prevails in any such action, CMH shall be responsible for the County's reasonable attorneys' fees and costs incurred in connection with such action.
- 62. <u>Remedies not Exclusive</u>. It is agreed that each and every of the rights, remedies and benefits provided by this Sublease shall be cumulative and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed by law.
- 63. Governing Law. This Sublease shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Sublease the venue for the bringing of any actions in law or in equity shall be in the State of Michigan established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.
- 64. <u>Amendment</u>. All modifications, amendments or waivers of any provision of this Sublease shall be made only by the written mutual consent of the parties hereto.
- 65. <u>Waiver</u>. One or more waivers of any covenant or condition by the County shall not be construed as a waiver of a further breach of the same covenant or condition.
- 66. <u>Notices</u>. Whenever notice of any kind is required under this Sublease, it shall be deemed sufficient notice and service thereof if such notice is in writing addressed to the applicable party at its last known Post Office address and deposited in the mail with postage prepaid.

[Signature Page Follows]

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

COUNTY OF INGHAM By: Ryan Sebolt Chairperson, Board of Commissioners Its: COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON-EATON-INGHAM COUNTIES By: Sara Lurie Chief Executive Officer Its: APPROVED: INGHAM COUNTY BUILDING **AUTHORITY** By: Mattis D. Nordfjord Chairperson, Ingham County Building Authority Its: APPROVED AS TO FORM FOR THE COUNTY OF INGHAM COHL, STOKER & TOSKEY, P.C. By:

Robert D. Townsend

EXHIBIT A

The Project includes the acquisition, renovation, construction, furnishing, equipping and improvement of Unit 1 of the Greenlawn Campus Condominium, which has been or will be formed, located at or near 2900 Stabler Street, Lansing, Michigan (the "Project") for use by the Community Mental Health Authority of Clinton-Eaton-Ingham Counties.

The Site for the Project is described as follows:

Unit 1, Greenlawn Campus Condominium, City of Lansing, Ingham County, Michigan, according to the Master Deed recorded in Document No. _____, as amended, and designated as Ingham County Condominium Subdivision Plan No. _____, together with rights in the general common elements and the limited common elements as shown on the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

DEVELOPMENT AND CONSTRUCTION AGREEMENT (Greenlawn Redevelopment, City of Lansing) by and between

GREENLAWN CAMPUS, LLC a Michigan limited liability company

and
COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON-EATON-INGHAM
COUNTIES
and
INGHAM COUNTY BUILDING AUTHORITY

 ,	2024

DEVELOPMENT AND CONSTRUCTION AGREEMENT

This Development and Construction Agreement (this "<u>Agreement</u>") is made as of _______, 2024 (the "<u>Effective Date</u>"), by and between GREENLAWN CAMPUS, LLC, a Michigan limited liability company ("<u>Developer</u>"), COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON-EATON-INGHAM COUNTIES ("<u>CMH</u>") and the INGHAM COUNTY BUILDING AUTHORITY (the "<u>Authority</u>"), a building authority organized and existing under and pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended.

RECITALS

- A. McLaren Greater Lansing/McLaren Health Corporation, a Michigan corporation ("McLaren") owns certain parcels of real property located off of West Greenlawn Avenue, in the City of Lansing, Ingham County, Michigan, as more particularly described on Exhibit A and depicted on Exhibit A-1 (the "Project Plan") attached hereto and incorporated herein by reference (collectively, the "Redevelopment Parcels"). The Redevelopment Parcels include the Women's and Children building and the Radiation/Oncology Building which are also referred to as Condo #1 (the "CMH Parcel"), all as depicted on the Project Plan.
- B. McLaren and Developer have entered into a certain Development Agreement dated September 3, 2024 (the "Master Development Agreement") whereby the Developer will assist McLaren in connection with redevelopment of the Redevelopment Parcels.
- C. The Master Redevelopment Agreement includes, among other things, the right in favor of Developer to purchase the CMH Parcel.
- D. CMH through the Authority, desires to acquire the CMH Parcel for the purpose of developing the CMH Parcel for the use as a facility providing mental health services to the general public (the "Intended Use").
- E. CMH desires for Developer (i) to assign Developer's right under the Purchase Agreement (as hereinafter defined) to purchase the CMH Parcel to CMH or the Authority (as defined below) and (ii) to act as the development manager and the general contractor in connection with the redevelopment of the CMH Parcel (the "CMH Project").
- F. Developer, CMH and the Authority wish to set forth their respective undertakings and obligations with respect to the redevelopment of the CMH Parcel as provided herein. Per Section 7.18 of this Agreement, the County of Ingham, a county organized and existing under the Constitution and laws of the State of Michigan (the "County"), is a third party beneficiaries of this Agreement. CMH, the County and the Authority are sometimes hereinafter collectively referred to as the "County Parties."
- G. Developer and CMH acknowledge that the Authority will purchase the CMH Parcel from McLaren and will lease the CMH Parcel to the County, who will sublease the CMH Parcel to CMH.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Developer, CMH and the Authority hereby covenant and agree as follows:

ARTICLE 1

ACQUISTION OF THE CMH PARCEL

1.1 Within one (1) business day after the later of the completion of (i) the Condominium Documents and (ii) the Final Project Documents, CMH shall deliver written notice to Developer that CMH desires for Developer to assign to the Authority that certain purchase agreement in the form attached hereto as Schedule 1.1. and incorporated herein by reference (the "Purchase Agreement") between McLaren and Developer (the "Purchase Exercise Notice"). Within three (3) business days after receipt by Developer of the Purchase Exercise Notice, the following events shall occur: (1) Developer shall cause McLaren to deliver into escrow with Diversified National Title Agency, 500 E. Michigan Ave., Suite 203, Lansing, MI 48912 ("Escrow Agent") the executed Covenant Deed as required by the Purchase Agreement conveying fee simple title to the Authority in the condition required thereunder, a counterpart of the Assignment and Assumption of Purchase Agreement and Consent which assigns the Purchase Agreement from Developer to the Authority and any other closing documents required under the Purchase Agreement to be delivered by McLaren (collectively, the "McLaren Documents"), (2) Developer shall execute and deliver into escrow with Escrow Agent a counterpart of the Assignment and Assumption of Purchase Agreement and Consent and (3) the Authority shall execute and deliver into escrow a counterpart of the Assignment and Assumption of Purchase Agreement and Consent and any other closing documents required under the Purchase Agreement to be delivered by the Authority (collectively, the "Bond Closing Conditions"). The parties hereto agree that upon satisfaction of the Bond Closing Conditions that the only remaining condition to closing under the Purchase Agreement shall be payment of the purchase price by the Authority as required thereunder. Within fifty (50) days after satisfaction of the Bond Closing Conditions, the Authority shall use its best efforts to sell and issue its bonds, the proceeds of which will be used, in part to fund the CMH Project. Within one (1) business day of the issuance of the bonds, (i) the Authority shall deposit with PNC Bank, whose address _, Attention: ("Depository Bank") the bond proceeds from the bond issue in the amount of no less than and (ii) CMH shall concurrently deposit with the Depository Bank the amount of \$2,500,000.00 in grants funds and CMH shall further deposit with the Depository Bank its remaining grant funds, from time to time, after submission of invoices to the State of Michigan in the amount of \$6,500,000.00 (collectively, the "Escrow Funds"). The Escrow Funds shall be sufficient for the Authority to close on the purchase of the CMH Parcel based on a One Million and 00/100 Dollars purchase price (subject to adjustments and prorations as provided in the Purchase Agreement) and (ii) for CMH to pay for the Total Project Costs (as hereinafter defined). Within one (1) business day after depositing the Escrow Funds into the Depository Bank, McLaren and the Authority shall close on the sale and purchase of the CMH Parcel in accordance with the Purchase Agreement which shall include the Authority causing the prompt delivery by Depository Bank of the closing proceeds into escrow with Escrow Agent. Notwithstanding anything to the contrary contained herein, Developer, in its sole discretion, (i) may waive the condition that

satisfactory proof of funds must be provided by CMH in order for the Purchase Exercise Notice to be effective and/or (ii) may proceed to commence due diligence and certain other work on the CMH Parcel if satisfactory funds are made available to Developer and CMH approves the scope of the due diligence and other work (the "Pre-Closing Work"). The County Parties hereby acknowledge and agree that McLaren shall have no obligation to keep the McLaren Documents in escrow for more than sixty (60) days from depositing same therein. Notwithstanding anything to the contrary contained herein, provided the Authority uses best efforts then in no event shall the Authority be in default under this Agreement for failing to sell and issues its bonds in the amount of at least \$______ provided if the Authority shall fail to issue and raise such amount then Developer shall have the right to immediately terminate this Agreement and the parties shall be relieved of all obligations hereunder except for any obligations that expressly survive the termination of this Agreement.

CMH hereby acknowledges and agrees that (a) the CMH Parcel is part of a certain 1.2 condominium regime known as "Greenlawn Condominium" (the "Condominium"), (b) the Condominium, including the CMH Parcel, will be governed by a Master Deed and By-Laws (the "Condominium Documents"), (c) the CMH Parcel is subject to a certain Reciprocal Easement Agreement between the Condominium and certain adjacent parcels which provide for the sharing of certain common amenities and infrastructure on the Redevelopment Parcels (the "REA"), and (d) CMH or its designee (the Authority) that takes title to the CMH Parcel and all tenants, lessees, subtenants, sublessees and occupants thereof shall strictly comply with the final forms of the Condominium Documents and the REA. Copies of the draft Condominium Documents and the recorded REA are attached hereto as Exhibit B and Exhibit B-1, respectively, and incorporated herein by reference. CMH on behalf of itself and the County Parties shall work collaboratively and in good faith with Developer in order for Developer to continue to negotiate and reach agreement with McLaren on the final forms of the Condominium Documents. CMH shall provide its approval or disapproval of any revisions or modifications to the Condominium Documents within fifteen (15) business days of receipt thereof from Developer. If CMH reasonably disapproves of the revisions or modifications to the Condominium Documents, it shall do so in writing and include a reasonably detailed explanation of the disapproved items. Upon such disapproval, Developer and CMH shall attempt in good faith to resolve to their mutual satisfaction all disapproved items within sixty (60) business days after receipt of the notice of disapproval. If Developer and CMH reach an impasse in finalizing the Condominium Documents within said 60 day period to a form satisfactory to McLaren and the County Parties, then either CMH or Developer shall have the right to terminate this Agreement on thirty (30) days' prior written notice to the other party and the parties shall be relieved of all obligations under this Agreement except for any surviving obligations under this Agreement. Upon finalizing the Condominium Documents, this Agreement shall be amended to add such document to this Agreement as Exhibits В.

ARTICLE 2 PRE-DEVELOPMENT PERIOD

2.1 Developer shall help CMH in evaluating and considering any entitlements, grants, tax abatements, brownfield funds and any other available incentives for the CMH Project from governmental or quasi-governmental authorities (collectively, the "Governmental Incentives") and, if directed by CMH in writing, Developer shall pursue such Governmental Incentives at CMH's sole cost and expense. CMH will cooperate with Developer in pursuing all such

Governmental Incentives that CMH has so directed Developer to pursue. Developer, at no cost to Developer (except for any legal fees that Developer wishes to incur therefor) and at the written request of CMH, agrees to cooperate with CMH in connection with CMH's efforts to secure any additional grants and other funding sources for the CMH Project. Developer shall also assist CMH in insuring compliance with the terms and conditions of all of such grants.

- 2.2 CMH has or will provide to the Developer all conceptual plans, project goals and initiatives, due diligence documents, grant restrictions, agreements and other obligations of CMH and/or its affiliates and designees with respect to the CMH Parcel and any other pertinent information so that the Developer shall be able to prepare and update the project plans, a project budget and a project schedule for the CMH Project.
- 2.3 CMH and Developer hereby acknowledge and agree that (a) preliminary development schedule for the completion of the CMH Project (the "Development Schedule") is attached hereto as Exhibit C and incorporated herein by reference, (b) the site plan, building plans and specifications and design development drawings for the CMH Project (collectively, the "Plans") are attached hereto as Exhibit C-1 and incorporated herein by reference and (c) the preliminary project budget for the CMH Project (the "Preliminary Project Budget") is attached hereto as Exhibit C-2 and incorporated herein by reference.
- 2.4 Developer and CMH on behalf of itself and the County Parties shall work collaboratively and in good faith with each other in connection with (i) the review, comment, revision and approval of the Preliminary Project Budget in order to reach agreement on a final project budget (as approved, the "Project Budget") and (ii) any additional revisions required, if any, to the Development Schedule and the Plans. The Project Budget and Development Schedule and Plans (as such documents may be further revised under this Section 2.4) are sometimes collectively referred to as the "Final Project Documents." The Project Budget shall set forth the "Total Project Costs" for the CMH Project.
- 2.5 CMH and Developer hereby acknowledge and agree that (a) the construction manager contract with Granger Construction (the "Construction Manager") for the CMH Project (the "Construction Manager Contract") is attached hereto as Exhibit D and incorporated herein by reference, and (b) the architect contract with Colliers Engineering (the "Architect") for the CMH Project (the "Architect Contract") is attached hereto as Exhibit D-1 and incorporated herein by reference.
- 2.6 Developer shall coordinate, administer, oversee and cause the design and construction of the CMH Project in accordance with the Final Project Documents and all applicable Laws (as defined below). Developer shall cause the CMH Project to be constructed in a good, workmanlike and lien-free manner and in accordance with the Final Project Documents, the Condominium Documents and the REA. Developer shall use commercially reasonable efforts to cause the CMH Project to be Completed in accordance with the Development Schedule. "Completion" or "Completed" means that (1) Developer's Architect or other lead design professional has certified that the CMH Project has been completed in accordance with the Final Project Documents and (2) the City of Lansing has issued a temporary certificate of occupancy or equivalent. "Laws" shall mean all federal, state, county, municipal and other governmental laws, statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of governmental and quasi-governmental authorities affecting the construction of the CMH Project.
- 2.7 Developer shall coordinate with the Construction Manager in order for Construction Manager to enter into contracts with contractors, subcontractors and other consultants (collectively, the "Future Construction Contracts") meeting the County's written

contract requirements, who will assist in the development and construction of the CMH Project and suppliers who will be responsible for supplying labor, materials, equipment, services and other work in connection with the CMH Project (collectively referred to herein as the "Service Providers"). The Service Providers shall be reputable and qualified Service Providers properly licensed by the State of Michigan. Developer shall work together with the Construction Manager to ensure that all Future Construction Contracts are consistent with industry standards on either AIA Form A401 or other contract form generally recognized in the construction industry. Developer shall be responsible for all Project Costs as set forth in the Project Budget except for an Excluded Cost or if the result of any of the Exceptions, in accordance with Section 2.16 hereof.

- 2.8 As permitted by applicable Laws, Developer shall use commercially reasonable efforts to cause the County Parties to be named intended third-party beneficiaries of all of the Construction Manager's and Architect's representations, warranties, covenants and obligations under their respective contracts without any direct liability by virtue of their third-party beneficiary status.
- 2.9 Developer shall use commercially reasonable efforts to cause the Architect and any other design professionals who prepared the Final Project Documents to grant to CMH and the Authority, as applicable, the same ownership or licensure rights in the Final Project Documents pertaining to the CMH Project that the Architect and any other design professionals may have granted to Developer. All drawings and specifications which a part of the Final Project Documents shall be the property of CMH and the Authority who may use them without the permission of Developer, the Architect and any other design professionals for any proper purpose relating to the CMH Project, including, but not limited to, additions to or completion of the CMH Project.
- 2.10 Each Future Construction Contract shall require the contractors and subcontractors, among other obligations, to carry the following insurance coverages and limits covering the construction and installation of the CMH Project at all times during the course of construction:
 - (a) Worker's Compensation coverage for his employees with statutory limits and Employer's Liability coverage with limits of One Million (\$1,000,000) Dollars per accident.
 - (b) Commercial General Liability coverage written using an occurrence form including coverage for (i) premises-operation; (ii) contractual liability insurance; and (iii) personal injury with limits of coverage of One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) Dollars aggregate for bodily injury, property damage and personal injury through any combination of primary and excess coverage. Products and completed operations coverage shall be maintained for two (2) years after substantial completion of the CMH Project. A "Per Project Aggregate" endorsement shall be provided.
 - (c) Automobile Liability coverage with Combined Single Limit Coverage of One Million (\$1,000,000) Dollars for bodily injury and property damage. Coverage shall include owned, hired and non-owned automobiles.
 - (d) Umbrella Liability insurance with limits of not less than Five Million (\$5,000,000) Dollars per occurrence and in the aggregate. Such coverage shall provide excess limits over General Liability, Automobile, and Employer's Liability coverages. The coverage afforded by the Umbrella Liability insurance shall be no more restrictive than the applicable underlying coverages. The general aggregate limit shall follow form over the primary "Per Project Aggregate" endorsement.

Each Future Construction Contract shall also require the contractors and subcontractors to have all such insurance identify CMH as an additional insured on all policies of liability insurance which shall be primary and non-contributing with any other insurance available to CMH and contain a full waiver of subrogation clause.

- 2.11 Developer shall work together with the Construction Manager to ensure that Construction Manager shall competitively bid the Future Construction Contracts to, where commercially reasonable, at least three (3) qualified contractors, subcontractors or other consultants as applicable (the "Biddable Work"). Developer shall cause the Construction Manager to provide reasonable documentation showing the bid process and procedures utilized by the Construction Manager for the Biddable Work upon a request therefor by CMH.
- 2.12 Developer, upon a request therefor by CMH, shall cause the Construction Manager to provide reasonable documentation showing the records and accounts relating to the CMH Project, including documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, Future Construction Contracts, construction proposals, purchase orders, vouchers, memoranda and other data relating to the CMH Project, except that the Construction Manager shall have no obligation to provide payrolls, material invoices or other documents that demonstrate actual costs incurred by the Construction Manager except for any costs included in a Plan Change or CMH Change Order (as such terms are hereinafter defined) or any work performed on a time and material cost basis.
- Any material modifications or deviations to the Final Project Documents (including 2.13 modifications to the Plans) and/or any CMH Change Orders shall be subject to CMH's prior approval, provided CMH shall have no right to disapprove of any modifications or changes to the Final Project Documents to comply with Laws or that would not have a material adverse effect on the overall design and construction of the CMH Project. Developer shall promptly notify CMH in writing if the Developer reasonably believes that there is a need for a change to the Final Project Documents (a "Plan Change") that requires the approval of CMH. CMH shall have ten (10) business days after receipt of the Plan Change notice, in which to deliver notice of approval or disapproval to Developer which shall include a reasonable detailed explanation for any such disapproval. If CMH objects to a Plan Change, then Developer and CMH shall work in good faith to resolve to their mutual satisfaction all item(s) as to which objection was made within ten (10) business days after receipt of the notice of disapproval. Any Plan Change approved by CMH shall be reduced to a written change order in the Construction Manager Contract. If there is a Plan Change that does not appear in the Project Budget or cannot be otherwise paid from any project contingencies in the Project Budget in the reasonable discretion of Developer ("Excluded Cost"), Developer and CMH shall work together in good faith to revise the Project Budget to include such Excluded Cost. Unless otherwise included in the Project Budget, Construction Manager shall be responsible, at its sole cost and expense, for obtaining any payment and/or performance bonds and similar undertakings required under applicable Laws in connection with the construction of the CMH Project.
- 2.14 If, as a result of Developer's failure to perform is obligations under this Agreement a lien is filed by Construction Manager, Architect and/or any Service Provider, then Developer shall discharge, bond or otherwise remove each such lien within thirty (30) days following receipt of notice of such lien. If Developer fails to so discharge, bond or otherwise remove any such lien within such period of time, CMH may do so and Developer shall reimburse CMH upon demand therefor for the reasonable cost thereof, including, without limitation, reasonable attorneys' fees

incurred in discharging such lien, and interest at the rate of twelve percent (12%) per annum from the date due until fully paid.

- 2.15 Developer shall be responsible for timely handling of all invoicing and draws from the Escrow Funds (as hereinafter defined) in order to pay for all costs and fees charged under the Construction Management Contract, Architect Contract and, to the extent direct payments are required to be made to a Service Provider, under any Future Construction Contract.
- Developer and CMH agree that Developer, Developer's reasonable discretion, shall be entitled to reallocate any construction line item in the Project Budget that exceeds the cost thereof from any contingencies in the Project Budget; provided that Developer shall provide CMH with notice within ten (10) days of such reallocation together with an updated Project Budget. Developer shall be responsible for all Project Costs as set forth in the Project Budget except for an Excluded Cost or if the result of any of the Exceptions. The term "Exceptions" shall mean (i) the cost of CMH Change Orders; (ii) the costs due to any force majeure event as described in Section 7.13; (iii) the cost of CMH Delays, including, but not limited to, demobilization and remobilization costs and extended general conditions and interest costs, and which could not have been avoided by Developer or Construction Manager through the exercise of commercially reasonable actions; and (iv) the costs resulting from changes in the scope of work mandated by governing authorities. The term "CMH Change Order" shall mean CMH requests a change, alteration or addition to the Plans which shall be submitted in writing to Developer, for its written approval and, if approved, Developer shall provide CMH with an estimate of the cost of such and an estimate of the any delay resulting from the requested change and, upon receipt of same, Tenant shall have fifteen (15) business days to elect whether to proceed with such change and any extension of construction time that may be required. If CMH elects to proceed, Developer will issue the CMH Change Order for implementation, and the cost of the CMH Change Order will be included by Developer in calculating the Total Project Costs or, at the option of Developer, the cost of the CMH Change Order, may be immediately drawn by Developer from the Escrow Funds. The term "CMH Delays" shall mean a delay which is due to (i) any act or omission of the County Parties or their respective its employees, agents or contractors or (ii) any CMH Change Orders.

ARTICLE 3

DEVELOPMENT AND CONSTRUCTION OVERSIGHT

- 3.1 <u>Permits and Approvals</u>. Developer will obtain or cause to be obtained, at CMH's sole cost and expense as set forth in the Project Budget, all necessary permits, licenses, and/or approvals from all federal, state and local governmental authorities which are necessary in order for the Developer to complete or cause to be completed the CMH Project in accordance with the terms of the Construction Manager Contract and Laws (collectively, the "<u>Permits</u>"). Developer will comply with, or cause to be complied with, and keep in effect at all times prior to the final completion of construction on the CMH Parcel, all Permits.
- 3.2 <u>Inspections and Progress Reports</u>. In view of the nature of the CMH Project, it is understood and agreed that the County Parties, at each such party's respective cost and expense, may retain consulting engineers and inspectors to view, examine and inspect the CMH Project and improvements included therein as they are completed, including the process and work as it progresses in connection with the Completion of the CMH Project. County Parties and their agents, representatives and inspectors may, but shall not be required to, upon reasonable prior notice, enter upon any portion of the CMH Project, and make site inspections during development

and construction of the CMH Project during construction hour access to keep informed about the progress and quality of the work being performed, provided that the County Parties shall not interfere with the completion of such work. Visits by the County Parties shall not be construed to create an obligation on their part to make on-site inspections to check the quantity or quality of the work being performed or its conformity with the Final Project Documents or applicable Laws. None of the County Parties shall be responsible for (a) the failure of Developer to construct (or cause to be constructed) the CMH Project in accordance with the requirements of the Final Project Documents and applicable Laws or (b) for initiating, maintaining or supervising any safety precautions and programs relating to the CMH Project performed by Developer hereunder. Upon request therefor, Developer shall provide periodic written reports to CMH of its progress in the redevelopment of the CMH Parcel. Developer shall invite CMH to participate in construction meetings with the Construction Manager and/or the Architect discussing construction progress, changes to the work, or actual or anticipated delays resulting from force majeure events under Section 7.13. Developer shall keep CMH timely informed as to changes to the Development Schedule or any other matter bearing on the completion of the CMH Project.

- 3.3 <u>Compliance with Laws</u>. Developer shall ensure that the CMH Project is completed in compliance with all Laws. Developer shall keep the CMH Project free from all liens and promptly work to have any such liens discharged and/or bonded in accordance with Section 2.14.
- 3.4 <u>Compliance with Construction Management Contract; Warranties.</u> Developer shall take commercially reasonable measures to ensure that the CMH Project is completed in compliance with the Construction Management Contract. Upon completion of construction on the CMH Parcel, Developer shall assign or cause to be assigned all applicable construction and supplier warranties and all other rights with respect to the construction of the CMH Project to CMH or its designee, and thereafter, CMH shall enforce any construction warranties received by the Developer in order to complete or correct the CMH Project including all improvements therein. Developer will cause the Construction Manager to provide to Developer, CMH and the Authority a warranty of workmanship and materials for each component thereof for a period that is commercially reasonable (no less than one (1) year after Completion).

ARTICLE 4

DISBURSEMENT AGREEMENT

4.1 The Escrow Funds shall be disbursed in accordance with a disbursement agreement (the "<u>Disbursement Agreement</u>") in a form approved by CMH, the Authority and Developer. The Disbursement Agreement shall be in final form and executed before the earlier of (i) CMH having the right to exercise the Purchase Exercise Notice and (ii) CMH and Developer agreeing to use the Escrow Funds to pay for the cost of the Pre-Closing Work. CMH shall, from time to time, promptly increase the Escrow Funds to the extent there is an increase in the Total Project Costs and, for avoidance of doubt, Developer shall have no obligation to complete any work on the CMH Project unless there are sufficient funds held by Depository Bank, as determined by the Developer, CMH and the Authority. Notwithstanding anything to contrary contained herein, in the event that Developer and CMH agree that Developer shall proceed with the Pre-Closing Work, then CMH shall deliver to Depository Bank sufficient funds to be disbursed to Developer in accordance with

the Disbursement Agreement (in the same manner as a Draw Request) to pay for the cost of the Pre-Closing Work.

- 4.2 The Escrow Funds shall be held by Depository Bank and released in accordance with the Disbursement Agreement. The Disbursement Agreement shall, among other things, provide (i) that at the closing under the Purchase Agreement that the closing proceeds (subject to any final adjustments on the closing statement signed in connection therewith) shall be released to McLaren and (ii) provided that CMH or its designee has closed on the purchase of the CMH Parcel, that, from time to time, the Developer may submit a draw request (a "Draw Request") pursuant to the Disbursement Agreement for a release of money from the Escrow Fund to pay for a portion of the Total Project Costs. A Draw Request shall include (i) the invoice(s) from the Construction Manager, the Service Provider and/or from another contractor working on the CMH Project for which payment is required, (ii) the amount to be withdrawn to pay the applicable invoice(s), (iii) to the extent the Draw Request relates to a payment to be made to the Construction Manager, an estimation of the percentage completion of the work on the CMH Project, and (iv) is accompanied by reasonable documentation, including conditional lien waivers for all labor and materials in excess of \$10,000 supplied in connection with CMH Project from the last Draw Request through the date of the current Draw Request.
- 4.3 Payment of the final Draw Request shall be subject to the provisions of this Section and shall include or require (a) arrangements for delivery by the Construction Manager of properly executed conditional lien waivers for all labor and materials to be paid by the final Draw Request and (b) delivery of any warranties required by the Construction Manager Contract. Within 45 days after the final Draw Request, Developer shall cause the Construction Manager to deliver asbuilt drawings of the CMH Project and improvements included therein in hard copy and CAD format (in Auto CAD 2007 format or higher). Following payment of the final Draw Request and receipt of properly executed final unconditional lien waivers for all labor and materials paid by the final Draw Request, Depository Bank shall return any cash remaining in the Escrow Fund to CMH.
- 4.4 Either CMH or the Authority may object to all or a part of a Draw Request by giving written notice of and specific reasons for the objection(s) and of the amounts subject to the objection(s) within fifteen (15) days of receipt of a copy of the Draw Request. Objections may only be made because of a good faith belief that there is a material defect in work or that the percentage of completion of the CMH Project in question in the Draw Request is materially overstated or that the amount requested is not in accordance with the Project Budget or that is a cost that has been incurred that is outside the Project Budget and is the responsibility of the Developer to pay. Any amount objected to shall be resolved in accordance with the Disbursement Agreement. In the event of a conflict between the terms if this Agreement and the Disbursement Agreement, the terms of the Disbursement Agreement shall govern.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

- 5.1 <u>Representations and Warranties of the Developer.</u> The Developer hereby represents and warrants to CMH as follows:
- 5.1.1 <u>Organization</u>. It is a duly organized limited liability company, validly existing and in good standing under the laws of the State of Michigan.
- 5.1.2 <u>Authority</u>. It has the power to execute, deliver and perform under this Agreement in accordance with the terms and conditions of this Agreement and has taken all

necessary action to authorize the foregoing and to authorize the execution, delivery and performance of this Agreement.

- 5.1.3 <u>Lack of Legal Impediments</u>. The execution, delivery and performance of this Agreement will not violate any provisions of, or constitute a default under, any agreement or contract to which it is a party and, to the best knowledge of Developer, will not violate any provision of any existing law, regulation, order or decree of any court or governmental entity.
- 5.1.4 <u>Compliance with Laws</u>. It is in compliance with all existing Laws applicable to it, the violations of which would or could materially adversely affect its obligations under this Agreement.
- 5.1.5 <u>Litigation</u>. No litigation or administrative proceeding of or before any court or administrative body is presently pending, nor, is any such litigation or proceeding presently threatened, against the Developer that, if adversely determined, would or could materially affect its ability to fulfill its obligations under this Agreement.
- 5.1.6 Other Information. All written information, reports, papers and data prepared by the Developer and given to CMH by the Developer are accurate and correct in all material respects and substantially complete insofar as completeness may be necessary to give the CMH a true and accurate knowledge of the subject matter.
- 5.1.7 <u>Developer Covenants</u>. Developer shall refrain from entering into any contracts or other commitments regarding the CMH Parcel that that would materially affect Developer's ability to comply with the terms of this Agreement or would violate any Laws. Developer shall not take any action which would constitute or result in a breach of this Agreement by Developer or would make any of Developer's statements, representations or warranties set forth in this Agreement untrue or misleading in any material respect. Developer shall comply with all grants and other sources of funding CMH has or will obtain in connection with the CMH Project provided Developer has been provided with a copy thereof.
- 5.2 <u>Representations and Warranties of CMH and the Authority</u>. CMH and the Authority, as to itself only, represent, warrant and covenant to the Developer, as follows:
- 5.2.1 <u>Organization</u>. Both CMH and the Authority are governmental agencies and/or governmental entities and are validly existing under the laws of the State of Michigan.
- 5.2.2 <u>Authority</u>. It has the power to execute, deliver and perform under this Agreement in accordance with the terms and conditions of this Agreement and has taken all necessary action to authorize the foregoing and to authorize the execution, delivery and performance of this Agreement.
- 5.2.3 <u>Lack of Legal Impediments</u>. The execution, delivery and performance of this Agreement will not violate any provisions of, or constitute a default under, any agreement or contract to which it is a party and, to the best knowledge of CMH and the Authority, will not violate any provision of any existing law, regulation, order or decree of any court or governmental entity
- 5.2.4 <u>Compliance with Laws</u>. It is in compliance with all existing Laws applicable to it, the violations of which would or could materially adversely affect its operations or would or could materially adversely affect its ability to fulfill its obligations under this Agreement.
- 5.2.5 <u>Litigation</u>. No litigation or administrative proceeding of or before any court or administrative body is presently pending, nor, is any such litigation or proceeding presently

threatened, against the CMH or the Authority that, if adversely determined, would or could materially affect its ability to fulfill its obligations under this Agreement.

- 5.2.6 Other Information. All written information, reports, papers and data prepared by CMH and the Authority and given to the Developer by CMH and the Authority are accurate and correct in all material respects and substantially complete insofar as completeness may be necessary to give Developer a true and accurate knowledge of the subject matter.
- 5.2.7 Sources of Funds. Attached hereto as Schedule 5.2.7 is a complete list of the grants, bonds and other sources of funds (the "Sources of Funds") that will be collectively used by the County Parties to pay for the costs, fees and expenses that the County Parties are required to pay under the terms of this Agreement, including, without limitation, payments that are required to be made under the Construction Manager Contract, for closing on the purchase of the CMH Parcel and any other costs and expenses related to the CMH Project. CMH and the Authority shall promptly notify Developer of any default under the Sources of Funds or any other event that could jeopardize the County Parties' ability to use the Sources of Funds to pay for the County Parties obligations under this Agreement or otherwise in connection with the CMH Project. CMH agrees that the Sources of Funds shall be delivered into escrow with Depository Bank under Article 4 above and applied against the Total Project Costs, the closing on the CMH Parcel and for no other purpose. CMH and the Authority agree that the Sources of Funds and any additional funds delivered into escrow under Article 4 above shall not limit the County Parties' obligations under this Agreement or in connection with the CMH Project.
- 5.2.8 CMH and Authority Covenants. After closing on the purchase of the CMH Parcel, CMH and the Authority shall refrain from transferring any of the CMH Parcel or creating on the CMH Parcel any easements, liens, mortgages, encumbrances or other interests that would affect the CMH Parcel or CMH's and/or the Authority's ability to comply with the terms of this Agreement other than as required by Laws. CMH and the Authority shall refrain from entering into any contracts or other commitments regarding the CMH Parcel that that would affect the CMH Parcel or the CMH's and/or the Authority's ability to comply with the terms of this Agreement. Neither CMH nor the Authority shall take any action which action would constitute or result in a breach of this Agreement by CMH and/or the Authority or would make any of CMH's and/or the Authority's statements, representations or warranties set forth in this Agreement untrue or misleading in any material respect. CMH and the Authority shall comply with all grants and other sources of funding it has or will obtain in connection with the CMH Project.
- 5.3 <u>Continuing Effect</u>. All of the representations, warranties and covenants contained in this Article 5 shall continue in effect for 24 months after completion of construction of the CMH Project. Each party shall notify the other promptly of any event or change in circumstances that causes any of the representations, warranties and covenants in this Article 4 to be untrue or materially misleading.

ARTICLE 6

DEFAULTS AND REMEDIES

- 6.1 <u>Default by Developer</u>. The occurrence of any of the following events shall be a default by Developer under this Agreement:
- 6.1.1 <u>Payment Default</u>. Developer fails to pay when due, and thereafter fails to pay within ten (10) days after written notice of such failure to pay from CMH to the Developer, any payment obligations, if any, to CMH under this Agreement, or to the Construction Manager

under the Construction Manager Contract; provided; however, Developer shall have the right to withhold payments to the Construction Manager without triggering a default hereunder in the event Developer is in a good faith dispute with Construction Manager and/or any Service Provider. Developer shall provide written notice to CMH and the Authority of any payments being withheld under this Section 6.1.1 and reasonable documentation describing the reasons for withholding.

- 6.1.2 <u>Performance Default</u>. Developer fails to cure its failure to perform any other covenant, agreement, obligation, term or condition set forth in this Agreement within thirty (30) days after written notice thereof from CMH to Developer; <u>provided, however</u>, that if such default is susceptible of cure but such cure cannot be accomplished with reasonable diligence within thirty (30) days, then, so long as the Developer commences to cure such default promptly after receipt of notice thereof from CMH, and thereafter prosecutes the curing of such default with reasonable diligence, such period of time shall be extended for such period of time as may be necessary to cure such default with reasonable diligence, not to exceed ninety (90) days in the aggregate.
- 6.1.3 <u>Breach of Representations and Warranties</u>. Any representation or warranty made in this Agreement or in connection with any application or commitment relating to the CMH Project by Developer is materially false or misleading in any material respect at the time made.

6.1.4 Bankruptcy.

- (a) Developer shall make an assignment for the benefit of creditors, shall file a petition in bankruptcy, shall voluntarily be adjudicated insolvent or bankrupt, shall petition or apply to any tribunal for or shall consent to or shall not contest the appointment of a receiver, trustee, custodian or similar officer for Developer or for a substantial part of the assets of Developer, or shall commence any case, proceeding or other action under any bankruptcy, reorganization, arrangement, readjustment or debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect.
- (b) A petition is filed or any case, proceeding or other action is commenced against any Developer, seeking to have an order for relief entered against it as debtor or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or other relief under any law relating to bankruptcy, insolvency, arrangement, reorganization, receivership or other debtor relief under any law or statute of any jurisdiction whether now or hereafter in effect or a court of competent jurisdiction enters an order for relief against Developer, as debtor, and if any such event shall occur, such petition, case, proceeding, action, order, judgment or decree shall not be dismissed within one hundred eighty (180) days after being commenced.
- 6.1.5 <u>Dissolution of Developer</u>. Any dissolution, termination, or partial or complete liquidation of Developer.
- 6.2 <u>Remedies of CMH and the Authority</u>. In the event of a default by the Developer under this Agreement, either CMH and/or the Authority may:
 - (a) If Developer does not cause the CMH Project to be Completed on or before the agreed upon completion date as set forth in the Development Schedule, as it may be amended from time to time and subject to extension for force majeure events under Section 7.13, and such failure is not cured within thirty (30) days following written notice thereof by CMH or the Authority, either CMH or the Authority may, if it so elects, proceed to cause the CMH Project to be Completed and, in such event, Developer shall pay to CMH or the Authority the costs and expenses incurred by CMH or the Authority to Complete the CMH Project that are incurred in excess of the Project Budget (which shall include

Excluded Costs and Exceptions). In connection with the exercise of such remedy, CMH or the Authority shall have the right to assume the obligations of Developer under the Construction Manager Contract; provided, however, neither CMH nor the Authority shall have any right to exercise its self-help rights above so long as Developer is working with reasonable diligence to cause the CMH Project to be Completed;

- (b) Bring an action against Developer for damages; or
- (c) Pursue all rights and remedies available at law or in equity provided CMH shall have no right to terminate this Agreement unless an additional sixty (60) days prior written notice is delivered to Developer of CMH's and/or the Authority's intent to terminate this Agreement..
- 6.3 <u>Default by CMH and/or the Authority</u>. The occurrence of any of the following events shall be a default by CMH under this Agreement:
- 6.3.1 <u>Payment Default</u>. CMH and/or any of the County Parties fail to pay when due, and thereafter fails to pay within ten (10) days after written notice of such failure to pay from the Developer to CMH, any payment obligations to the Developer under this Agreement.
- 6.3.2 <u>Performance Default</u>. CMH fails to cure its failure to perform any other covenant, agreement, obligation, term or condition set forth in this Agreement within thirty (30) days after written notice thereof from Developer to CMH; provided, however, that if such default is susceptible of cure but such cure cannot be accomplished with reasonable diligence within thirty (30) days, then, so long as CMH commences to cure such default promptly after receipt of notice thereof from Developer, and thereafter prosecutes the curing of such default with reasonable diligence, such period of time shall be extended for such period of time as may be necessary to cure such default with reasonable diligence, not to exceed ninety (90) days in the aggregate.
- 6.3.3 <u>Breach of Representations and Warranties</u>. Any representation or warranty made in this Agreement by CMH is materially false or misleading in any material respect at the time made.
- 6.3.4 <u>Dissolution of CMH</u>. Any dissolution, termination, or partial or complete liquidation of any of the County Parties.
- 6.4 <u>Remedies of Developer</u>. Subject to compliance with Section 7.1 below, in the event of a default by CMH or the Authority under this Agreement, the Developer may terminate this Agreement by written notice to CMH and the Authority and/or pursue all rights and remedies available at law or in equity.

ARTICLE 7

MISCELLANEOUS

7.1 <u>Arbitration</u>. Any action, dispute, claim or controversy of any kind between Developer, CMH and/or the Authority pertaining to this instrument or the transactions evidenced hereby ("<u>Dispute</u>") shall be resolved, with the mutual agreement of CMH, the Authority and Developer, by binding arbitration in accordance herewith. No Dispute properly submitted to arbitration under these circumstances may later be pursued before a court, except as necessary to confirm the award of the arbitrator(s). No class actions may be conducted by an arbitrator under the terms of this arbitration provision. Arbitrations shall be governed by the laws of the State of Michigan and administered in accordance with the Arbitration Rules for the Construction Industry of the American Arbitration Association ("<u>AAA</u>") currently in effect. The parties shall split equally the cost of AAA's administrative fee at the time of and as a condition to demanding

arbitration. Judgment on any award rendered may be entered and enforced in any court having jurisdiction. All arbitrations shall be concluded, if practicable, within 30 days of filing the Dispute with the AAA. All arbitration proceedings shall be conducted in the State of Michigan.

- 7.2 <u>Assignment of this Agreement</u>. No party to this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of all other parties hereto, provided Developer shall be permitted to freely assign this Agreement in whole to an entity to an affiliate of Developer.
- 7.3 <u>Estoppels</u>. The parties hereto shall provide estoppel certificates within twenty (20) days after written request therefor certifying that this Agreement is in full force and effect without default and containing such other reasonable and customary information as may be requested by the requesting party.
- 7.4 <u>Notices</u>. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one (1) business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, or (iii) upon pdf transmittal (it being agreed that electronic signature ((e.g. PDF email)) shall have the same force and effect as an original signature for all notice purposes), and addressed as set forth below. The parties may change their addresses by giving notice thereof to the other in conformity with this provision.

If to Developer: The Boji Group

Attn: Mr. Ronnie J. Boji 132 North Woodward Avenue Birmingham, Michigan 48009 Email: rboji@bojigroup.com

and Kramer Management Group

Attn: Pete Kramer

1305 S. Washington Ave., Suite 101

Lansing, Michigan 48910 Phone: (417) 719-4006

and Gillespie Group

Attn: Patrick K. Gillespie 330 Marshall Street, Suite 100 Lansing, Michigan 48912 Phone: (517) 333-4123

With a copy to: Lowell D. Salesin, Esq.

Honigman LLP

39400 Woodward Avenue, Suite 101 Bloomfield Hills, Michigan 48304

Phone: (248) 566-8540

E-Mail: lsalesin@honigman.com

If to CMH: Community Mental Health Authority of Clinton-Eaton-Ingham

Counties

Attn: Suzanne Panetta 812 E. Jolly Road Lansing, MI 48910

Email: panetta@ceicmh.org

With a copy to: Christian K. Mullett, Esq.

Cohl, Stoker & Toskey, P.C. 601 N. Capitol Avenue Lansing, Michigan 48933

(517) 372-9000

Email: cmullett@cstmlaw.com

If to the Authority:

Ingham County Building Authority

Attn: Gregg Todd

Controller/Administrator
Ingham County Courthouse

P.O. Box 319 Mason, MI 48854

If to the County: Ingham County

Attn: Alan Fox

Controller/Administrator Ingham County Courthouse

P.O. Box 319 Mason, MI 48854

With a copy to: Matt D. Nordfjord

Cohl, Stoker & Toskey, P.C. 601 N. Capitol Avenue Lansing, Michigan 48933

(517) 372-9000

Email: mnordi@cstmlaw.com

- 7.5 <u>Amendment</u>. No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by CMH and Developer.
- 7.6 Entire Agreement. This Agreement, including all exhibits attached hereto and made a part hereof, contains all agreements between the parties with respect to the subject matter hereof. There are no representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties with respect to the subject matter of this Agreement, except to the extent reference is made thereto in this Agreement.

- 7.7 <u>Binding Effect</u>. This Agreement shall be binding upon the parties hereto and upon their respective permitted successors and assigns.
- 7.8 <u>Severability</u>. If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect the validity of any of the remaining clauses, provisions or sections of this Agreement.
 - 7.9 Time of the Essence. Time shall be of the essence of this Agreement.
- 7.10 Electronic Signatures; Execution in Counterparts. In lieu of receiving documents in paper format, the parties agree, to the fullest extent permitted by law and local recording requirements, to accept electronic delivery of any documents that may be delivered, including without limitation, delivery of this Agreement. Such electronic delivery may be via an electronic mail system. Additionally, the parties agree that such documents may be signed by electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form and such electronic record shall be valid and effective to bind the party so signing as if it were a paper copy bearing such party's hand-written signature. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute the same instrument.
- 7.11 <u>Captions</u>. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.
- 7.12 <u>Applicable Law</u>. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.
- 7.13 Mutual Cooperation. Each party to this Agreement and the County Parties shall (i) take all actions required of it by the terms of this Agreement as expeditiously as is reasonably possible; (ii) cooperate, to the fullest extent reasonably possible but at no cost or expense to such party, with the other party to this Agreement and with all third party beneficiaries of this Agreement and any individual, entity or governmental agency involved in or with jurisdiction over the engineering, design, construction or operation of the CMH Project, or any other improvements which are undertaken in connection with the foregoing, in the granting and obtaining of all easements, rights of way, Permits, licenses, approvals and any other consents or permissions necessary for the construction or operation thereof; (iii) execute and deliver all commercially reasonable documents reasonably necessary to accomplish the purposes and intent of this Agreement; and (iv) use its reasonable efforts to assist, but at no cost or expense to such party, the other party to this Agreement in the discharge of their respective obligations hereunder.
- Agreement for the performance of an action required hereunder by the parties and/or the Depository Bank falls on a Saturday, Sunday or federal legal holiday, such date shall be deemed postponed until the next business day thereafter. No party hereto shall be liable for the failure to perform its non-monetary obligations hereunder if such failure is due to unforeseeable events beyond the party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of the public enemy, acts of the federal government, acts of the other party, fires, flood, epidemics or pandemics (specifically including any epidemic or pandemic caused by the outbreak or spread of COVID-2019 (Coronavirus Disease 2019) (or any genetic derivative or mutation thereof), or any other event similar to those enumerated above, quarantine restriction, strikes and embargoes. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists provided that the party has not caused such event(s) to occur and continues to use diligent, good faith efforts to avoid the effects

of such event and to perform the obligation; provided further, however, that the party seeking relief from its obligations under this Section shall notify the other parties in writing, setting forth the event giving rise to such failure to perform and the actions taken to minimize the impact thereof, within five (5) business days following the occurrence of such event. In no event shall any party be required to prevent or settle any labor disturbance or dispute.

- 7.15 <u>Exculpation</u>. None of the County Parties, Developer nor their respective officers, employees, board members, council members, attorneys, agents, representatives, advisors, or consultants shall have any personal liability under this Agreement or otherwise in any manner arising out of or in connection with the CMH Project.
- 7.16 <u>Independent Contractor</u>. The relationship of the Developer, CMH and the Authority shall be that of an independent contractor and no liability or benefits, such as retirement benefits or liabilities, pension rights or liabilities, holiday pay, sick pay, vacation pay, personal injury or property insurance rights or liabilities, or such other rights, provisions, or liabilities arising out of a contract of hire or employer/employee relationship either express or implied shall arise or accrue to either party as a result of this Agreement and undertaking.
- 7.17 Attorney's Fees. Each party shall be responsible for its own attorneys' fees, court costs and legal expenses incurred in connection with the enforcement of the party's right or other obligations under this Agreement including arbitration or mediation costs, the costs of appeal, in any bankruptcy proceeding (including the adjudication of issues peculiar to bankruptcy law) and in any petition for review, as may be determined by the court in which the action is brought or by the arbitrator or mediator, as applicable. The provisions of this Section shall survive any termination of this Agreement.
- 7.18 <u>Third Party Beneficiary</u>. The County shall be a third party beneficiary of this Agreement.
- 7.19 <u>Joint Drafting</u>. This Agreement has been negotiated by the parties and each party has joined in and contributed to the drafting of this Agreement and accordingly, there shall be no presumption favoring any one or more of the parties hereto based up draftsmanship.
- 7.20 <u>Waiver of Jury Trial</u>. After consultation with their respective counsel, each of the parties hereby waives trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters arising out of or in any way related to this Agreement, including any claim of injury or damage.
- 7.21 <u>Exclusivity</u>. In consideration of the significant time and expense to be devoted by the Developer with respect to the redevelopment of the Redevelopment Parcels (including the CMH Parcel), CMH and the Authority agree that, during the term of this Agreement, they will work exclusively with the Developer concerning the redevelopment and construction of the CMH Parcel and they have not and will not enter into any agreement regarding the redevelopment of the CMH Parcel with any party other than the Developer.

[signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

CMH:

COUNTIES

By:
Name:
Title:
DEVELOPER:
GREENLAWN CAMPUS, LLC, Michigan limited
liability company
By:
Name:
Title:
INGHAM COUNTY BUILDING AUTHORITY, a building authority organized and existing under and pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended
By:

COMMUNITY MENTAL HEALTH

AUTHORITY OF CLINTON-EATON-INGHAM

<u>List of Exhibits</u>

Exhibit A	Legal Descriptions-Redevelopment Parcels
Exhibit A-1	Project Plan (including depiction of CMH Parcel)
Exhibit B	Condominium Documents
Exhibit B-1	Final REA
Exhibit C	Development Schedule
Exhibit C-1	Plans
Exhibit C-2	Preliminary Project Budget
Exhibit D	Construction Manager Contract
Exhibit D-1	Architect Contract
Schedule 1.1	Form of Purchase Agreement
Schedule 5.2.7	Sources of Funds

EXHIBIT A

LEGAL DESCRIPTIONS - REDEVELOPMENT PARCELS

ļ	Land	ın th	e Cit	y of	Lansing,	Ingham	County,	Michigan	described	as tol.	lows:

	[INSERT]
Tax Parcel I.D. No.:	

EXHIBIT A-1 PROJECT PLAN

[to be inserted]

EXHIBIT B

CONDOMINIUM DOCUMENTS

[to be inserted]

EXHIBIT B-1

REA

[to be inserted]

EXHIBIT C DEVELOPMENT SCHEDULE

EXHIBIT C-1 PLANS

EXHIBIT C-2 PRELIMINARY PROJECT BUDGET

EXHIBIT D CONSTRUCTION MANAGER CONTRACT

EXHIBIT D-1 ARCHITECT CONTRACT

SCHEDULE 1.1 FORM OF PURCHASE AGREEMENT

SCHEDULE 5.2.7 SOURCES OF FUNDS

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A HEALTH SERVICES MILLAGE CONTRACT WITH THE INGHAM HEALTH PLAN CORPORATION

RESOLUTION #24 –

WHEREAS, Ingham County has an objective to assure access to appropriate levels of health care for Ingham County residents, with a goal of having <u>all</u> residents participating in an organized system of health care; and

WHEREAS, in March 2020, the electorate approved a reauthorization of the countywide health services millage at a level of 63/100 (.63) of one mill for a period of four years (2020-2023) to be used for the purpose of providing basic health care and mental health services to low-income Ingham County residents who are not eligible for Medicaid under the Federal Affordable Care Act, and who do not have medical insurance, including use of these funds to help pay for access to doctor visits, generic medications, mental health services and essential care such as preventive testing and treatment for cancer, diabetes, heart disease and other serious illnesses; and

WHEREAS, funding for this contract will come from fund balance of that millage; and

WHEREAS, IHPC provides an organized system of medical benefits utilized by county residents who are not eligible for Medicaid and do not have medical insurance.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a contract with IHPC which authorizes the County to pay IHPC an amount not to exceed \$2,197,843 from the fund balance of the health services millage approved in 2020, for the expenses incurred for providing a defined system of medical benefits consistent with the ballot language of the health services millage.

BE IT FURTHER RESOLVED, that the millage will be used to support Ingham County residents whose household income is at or below 250% of federal poverty guidelines.

BE IT FURTHER RESOLVED, that for the time period January 1, 2025 through December 31, 2025 the County shall reimburse IHPC by monthly invoice for medical, pharmacy, dental, and behavioral health services as set forth in the attached list of covered services.

BE IT FURTHER RESOLVED, that the annual not to exceed amount of \$2,197,843 includes administrative costs, which will be capped at 15% of medical expenses paid to IHPC, with the administrative costs requested to be reimbursed by the County listed clearly on each monthly invoice.

BE IT FURTHER RESOLVED, that administrative costs include, but are not limited to: third-party administration, pharmacy benefits management, enrollment and outreach, marketing, case management and

disease management, member management services, program indirect costs, and general bills including legal, accounting, consulting, liability insurance, printing, copying, mailing, etc.

BE IT FURTHER RESOLVED, that IHPC invoices will be submitted in a consistent format that is agreed upon by both the IHPC and the Ingham County Controller/Administrator.

BE IT FURTHER RESOLVED, that any additional services that IHPC wishes to be reimbursed for beyond what is in the attached scope of services must be approved by the Ingham County Board of Commissioners as an amendment to the contract.

BE IT FURTHER RESOLVED, that the Ingham Health Plan Corporation shall appoint a representative put forth by the Ingham County Board of Commissioners to its Board of Directors.

BE IT FURTHER RESOLVED, that Ingham County reserves the right to make requests of IHPC for data that includes enrollment figures, financial reports, and other information and IHPC is obligated to provide the requested data in a timely manner.

BE IT FURTHER RESOLVED, that the Ingham Health Plan Corporation may be subject to review of member eligibility and expenses relative to this contract to ensure compliance with the contract and with the Health Services Millage ballot language.

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

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

HUMAN SERVICES: Yeas: Tennis, Morgan, Peña, Pawar, Ruest

Nays: None Absent: Cahill, Trubac Approved 11/18/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

Nays: None Absent: Tennis, Polsdofer Approved 11/20/24

INGHAM HEALTH PLAN SCOPE OF SERVICES - 2025

MEDICAL COVERAGE

Physician, Physician Assistant, and Nurse Practitioner Services Office visit Copay: \$5.00

Covered when provided by the member's Primary Care Provider (PCP) or by a specialty medical provider to whom the enrollee is appropriately referred for medically necessary services. Services must be provided in an office or outpatient setting. Medicaid covered CPT's only.

- Office visits
- Annual physical exams, including breast exams, pap smears, and screening tests.
- Immunizations
- Administration of allergy extract
- Anesthesia services
- Medications (Injectable serums, oral, or inhaled) and administration
- Diagnostic and treatment services
- Oral Surgery (Medical services only. Dental related services covered per Delta EPO)
- Ophthalmology services provided by an Ophthalmologist or Optometrist (must be related acute or chronic medical condition)
- Physical, Speech or Occupational therapy- maximum of 20 visits per calendar year
- Podiatry services
- Preventive Services
- Surgery
- Behavioral Health Services (limited benefit)
- Substance Use Disorder Services (limited benefit)

Outpatient Hospital Services

Copay: \$0.00

Covered when ordered by the member's PCP or specialty provider to whom the enrollee is appropriately referred and medically necessary. Medicaid covered CPT's only.

- Physical or Occupational therapy- maximum of 20 visits per calendar year
- Radiation therapy
- Colonoscopies and sigmoidoscopies
- Diagnostic and treatment services (limited benefit)
- Surgeries

Urgent Care Services Copay: \$5.00

Covered for after-hours, non-emergency medical conditions that need to be treated before a PCP appointment can be scheduled. Medicaid covered CPT's only.

- Urgent care visits
- Immunizations
- Medications (Injectable serums, oral or inhaled) and administration.

Laboratory Services

Copay: \$0.00

Covered when ordered and/or authorized in advance by the enrollee's PCP or a specialist physician to whom the enrollee is appropriately referred and medically necessary. Medicaid covered CPT's only. Genetic testing requires review for medical necessity and prior authorization.

Radiology Services

Copay: \$0.00

Covered for diagnosis and treatment purposes when ordered and/or authorized in advance by the enrollee's PCP or a specialist physician to whom the enrollee is appropriately referred and medically necessary. Medicaid covered CPT's only.

- Diagnostic X-rays
- CT scans
- Mammograms (women over 40 should be referred to authorized Title XV BCCCP program)
- MRI scans
- PET scans

Ambulatory Surgical Center Services

Copay: \$0.00

Covered when services ordered by the member's PCP or specialist physician to whom the enrollee is appropriately referred and medically necessary. Medicaid covered CPT's only.

Practitioner charges for diagnostic and treatment services Practitioner charges for surgery

Medical Supplies

Copay: \$0.00

Covered with a valid prescription when ordered by the member's PCP or specialist physician and medically necessary.

- Blood Glucose Meters (CONTOUR NEXT Blood Glucose Monitoring System) Available through Ascensia Diabetes Care only. Call Ascensia at (800) 348-8100.
- CPAP machine and supplies, Oxygen and supplies, Nebulizer machine and supplies
- Syringes, test strips, and lancets Available through member's Pharmacy Benefit. Any pharmacy that participates with IHP can fill these prescriptions.
- Limited knee and wrist orthotics

Injectable Medications

Copay: \$0.00

Injection administration is a covered benefit which does not require a prior authorization. However, not all injectable medications are a covered benefit. The purpose of the benefit is to cover common, routine injectable medicine given in the office or outpatient surgery setting. Providers should contact the Plan to verify coverage prior to administration with any questions.

- Infusion therapy is a covered benefit which requires prior authorization. The medication administered by infusion also requires prior authorization and may not be covered by the Plan.
- Chemotherapy is not a covered benefit.
- Medicaid payable Vaccines and TB skin testing, as indicated by the CDC, are a covered benefit. Children should qualify for the Vaccines for Children (VFC) program.

PHARMACY

Copay: \$5.00 (Generic)/\$10.00 (Brand)

- IHP Formulary medications filled at an IHP participating pharmacy.
- Diabetic supplies (insulin syringes, lancets, and test strips)

DENTAL COVERAGE

Office Visit Copay: \$0.00 for Cleanings, Preventative Exams, and X-rays. See member copayment schedule for copayment amounts for other services.

- Cleanings
- Preventative Exams
- X-rays
- Fillings
- Crowns
- Root Canals
- Bridges & Dentures

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AMENDMENT #1 TO THE 2024 – 2025 EMERGING THREATS MASTER AGREEMENT WITH THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE DELIVERY OF PUBLIC HEALTH SERVICES UNDER THE MASTER AGREEMENT

RESOLUTION #24 –

WHEREAS, the responsibility for protecting the health of the public is a shared responsibility between the State and County governments in Michigan; and

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

WHEREAS, MDHHS and Ingham County have entered into a 2024 – 2025 Emerging Threats Agreement authorized through Resolution #24-451; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize a revised Agreement with the Michigan Department of Health and human Services for the delivery of emerging threats services under the Comprehensive Agreement Process.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize a revised 2024-2025 Emerging Threats Agreement with MDHHS for the delivery of emerging threats services under the Comprehensive Agreement Process.

BE IT FURTHER RESOLVED, that the period of the agreement shall be October 1, 2024 through September 30, 2025

BE IT FURTHER RESOLVED, that the scope of services included in this agreement shall include Emerging Threats in Ingham County.

BE IT FURTHER RESOLVED, that the total amount of the Emerging Threats Comprehensive Agreement shall increase from \$420,872 to \$530,872, an increase of \$110,000.

BE IT FURTHER RESOLVED, that the increase in funds consists of the following specific changes to the budget:

COVID Workforce Development: increase of \$110,000 from \$0.00 to \$110,000.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to amend the Health Department's 2025 Budget in order to implement this resolution.

BE IT FURTHER RESOLVED, that the Medical Health Officer, Adenike Shoyinka, or her designee, is authorized to submit the 2024-2025 Emerging Threats Comprehensive Agreement electronically through the Mi-E Grants system after approval as to form by the County Attorney.

HUMAN SERVICES: Yeas: Tennis, Morgan, Peña, Pawar, Ruest

Nays: None Absent: Cahill, Trubac Approved 11/18/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

Nays: None Absent: Tennis, Polsdofer Approved 11/20/24

Introduced by the Human Services and Finance Committees:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH TRUE SCREEN

RESOLUTION #24 –

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into agreement with True Screen to provide federal and state background checks for the ICHD'S Public Health AmeriCorps and State AmeriCorps programs for an amount not to exceed \$4,999; and

WHEREAS, ICHD must enter into an agreement with True Screen to provide federal and state background checks for the Public Health AmeriCorps and State AmeriCorps programs to enroll, onboard, and place AmeriCorps members at host sites throughout the county; and

WHEREAS, True Screen is the only approved vendor for ICHD's AmeriCorps Public Health and AmeriCorps State programs and would not be able to enroll any members without the agreement; and

WHEREAS, this agreement will be effective November 30th, 2024 through November 29, 2026; and

WHEREAS, the cost of this agreement will be \$54.25 per background check (for the base level packages), and if any additional statewide packages are needed, this rate will increase by \$19.50 per state added for 20-40 background checks, for a total amount not to exceed \$4,999; and

WHEREAS, all costs associated with this agreement will have been included in the AmeriCorps Public Health and AmeriCorps State funding agreements and approved through Resolutions #24-411 and #24-416; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize entering into an agreement with Truescreen in an amount not to exceed \$4,999, effective November 30, 2024 through November 29, 2026.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with True Screen in an amount not to exceed \$4,999, effective November 30th, 2024 through November 29, 2026.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract agreement upon approval as to form by the County Attorney.

HUMAN SERVICES: Yeas: Tennis, Morgan, Peña, Pawar, Ruest

Nays: None Absent: Cahill, Trubac Approved 11/18/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

Nays: None Absent: Tennis, Polsdofer Approved 11/20/24

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AMENDING RESOLUTION #24-452 FOR THE 2024 -2025 MASTER AGREEMENT WITH MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE DELIVERY OF PUBLIC HEALTH SERVICES UNDER THE COMPREHENSIVE AGREEMENT

RESOLUTION #24 –

WHEREAS, Ingham County Health Department (ICHD) wishes to amend Resolution #25-453 for the FY24-25 Comprehensive Agreement with Michigan Department of Health and Human Services (MDHHS) effective October 1, 2024 through September 30, 2025; and

WHEREAS, through Resolution #25-453, ICHD entered into a Comprehensive Master Agreement with MDHHS for the delivery of public health services; and

WHEREAS, ICHD wishes to update the Medicaid Outreach braided subcontracts to reflect the correct braided sub-contract amounts, and to change the name Cristo Rey to Catholic Charities of Ingham, Eaton and Clinton Counties as both St. Vincent Catholic Charities and Cristo Rey have merged into one; and

Whereas, these service braided contracts will be amended to the following amounts:

- Allen Neighborhood Center \$53,782
- Northwest Initiative \$53,782
- South Side Community Coalition \$46,075
- Catholic Charities of Ingham, Eaton and Clinton Counties \$58,663
- Child & Family Charities \$37,010; and

WHEREAS, all other terms of the agreement shall remain the same; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize amending Resolution #25-453 for the FY24-25 Comprehensive Agreement with MDHHS to correct the Medicaid braided sub-agreement amounts, effective October 1, 2024 through September 30, 2025.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes amending Resolution #25-453 for the FY24-25 Comprehensive Agreement with MDHHS to correct the Medicaid braided sub-agreement amounts as indicated above, effective October 1, 2024 through September 30, 2025.

BE IT FURTHER RESOLVED, that the Medical Health Officer, Dr. Adenike Shoyinka, MD or her designee is authorized to submit the FY24-25 Comprehensive Agreement electronically through the Mi-E Grants system after approval as to form by the County Attorney.

BE IT FURTHER RESOLVED, that the Board Chairperson in authorized to sign contracts and subcontracts associated with the Comprehensive Agreement after review by the County Attorney.

HUMAN SERVICES: Yeas: Tennis, Morgan, Peña, Pawar, Ruest

Nays: None Absent: Cahill, Trubac Approved 11/18/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

Nays: None Absent: Tennis, Polsdofer Approved 11/20/24

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE RENEWING AN AGREEMENT WITH DR. MUHUMMAD KANG FOR PODIATRY SERVICES

RESOLUTION #24 –

WHEREAS, Ingham County Health Department's (ICHD) Community Health Centers (CHC) wish to renew an agreement with Dr. Muhummad Kang to provide podiatry services for a two-year term, effective December 1, 2024 through November 30, 2026 for an amount not to exceed \$128,000; and

WHEREAS, Dr. Muhummad Kang will provide podiatry services, in ICHD's CHCs for eight (8) hours on a weekly basis; and

WHEREAS, the total cost of securing Dr. Muhummad Kang's services will not exceed \$128,000, which will be covered by using a portion of HRSA funding authorized through Resolution #23-057 and revenues generated from patient care delivery; and

WHEREAS, the Ingham Community Health Center's Board of Directors and the Medical Health Officer recommend that the Ingham County Board of Commissioners authorize an agreement with Dr. Muhummad Kang for podiatry services, effective December 1, 2024 through November 30, 2026 for an amount not to exceed \$128,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Dr. Muhummad Kang for podiatry services, effective December 1, 2024 through November 31, 2026 for an amount not to exceed \$128,000.

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

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

HUMAN SERVICES: Yeas: Tennis, Morgan, Peña, Pawar, Ruest

Nays: None Absent: Cahill, Trubac Approved 11/18/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ADOPT AN OPIOID SETTLEMENT SPENDING PLAN

RESOLUTION #24 –

WHEREAS, Ingham County is the 4th most vulnerable county in Michigan related to substance use, with a rate of 37.4 overdose fatalities per 100,000 people; and

WHEREAS, Ingham County participated and signed on in national litigation against manufacturers, distributors and pharmacies for their role in the opioid and overdose crisis; and

WHEREAS, Ingham County is projected to receive over \$14.7 million over a total of eighteen (18) years, beginning in January 2023, as a result of litigation; and

WHEREAS, the Ingham County Board of Commissioners has the ability to file lawsuits for any forthcoming opioid-related settlements; and

WHEREAS, the use of opioid settlement funds must meet certain requirements as outlined in Settlement Agreement Exhibit E and by the definition of opioid remediation as outlined in the settlement agreements; and

WHEREAS, the Ingham County Opioid Litigation Advisory Panel conducted an RFP process and is recommending funding in an amount not to exceed \$2,132,523 over a two-year period.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby adopts and authorizes the below described spending plan for opioid settlements:

- <u>Eastside Community Action Center</u>: one-year contract to support the ECAC Recovery Support Services Program in an amount not to exceed \$227,052.
- Wellness, InX: one-year contract for the ASSERT Program in an amount not to exceed \$70,919.
- <u>Women's Center of Greater Lansing</u>: one-year contract not to exceed \$172,364 for a therapeutic program for women struggling with opioid use and trauma.
- <u>Lifeboat</u>: two-year contract not to exceed \$80,000 annually, for recovery support, linkages to treatment/care, and harm reduction services.
- <u>Ingham County Sheriff</u>: allocate funds for 2025 and 2026 in amount not to exceed \$200,000 annually, for Medication Assisted Treatment (MAT) services at the Ingham County Correctional Facility.
- Recovery Mobile Clinic: one-year contract to fund 0.5 FTE Case Mgr./Peer Recovery Coach and wound care supplies.

- <u>Sparrow/University of Michigan</u>: two-year contract in an amount not to exceed \$35,000 annually for staffing and software to provide more detailed and comprehensive data extraction.
- <u>Ingham County Health Department</u>: allocate funds for a two-year contract with Community Mental Health not to exceed \$38,859 annually, and for a per-diem Nurse Practitioner in 2026 in an amount not to exceed \$13,316. Total costs will not exceed \$42,744 in year one and \$57,392 in year two.
- <u>Pinnacle</u>: two-year contract not to exceed \$454,650 in year one and \$439,650 in year two, for recovery housing, peer recovery coaches, and drug testing services.

BE IT FURTHER RESOLVED, that all contracts are effective the date of execution.

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

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

HUMAN SERVICES: Yeas: Tennis, Morgan, Peña, Pawar, Ruest

Nays: None Absent: Cahill, Trubac Approved 11/18/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE CONTRACTS WITH IDENTIFIED SERVICE PROVIDERS AS AUTHORIZED BY THE JUSTICE MILLAGE

RESOLUTION #24 –

WHEREAS, on August 7, 2018 the electorate of Ingham County approved the Justice Millage; and

WHEREAS, the millage language authorized funding for "programming for the treatment of substance addictions, treatment of mental illness, and reduction of re-incarceration among arrested persons"; and

WHEREAS, the following providers have been selected after a Purchasing Department Request for Proposal response review:

Seeking Safety provided by Life Launch Institute, LLC Contact: Lori Haney, <u>LHaney65@gmail.com</u> (619) 726-5257 County vendor #44451

Break Out/MRT provided by Life Launch Institute, LLC Contact: Lori Haney, <u>LHaney65@gmail.com</u> (619) 726-5257 County vendor #44451

THEREFORE, BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes Corporate Counsel to proceed with agreements between the identified vendors and the County.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a contract not to exceed \$25,000 per year with Life Launch Institute, LLC for Seeking Safety services as for the period of January 1, 2025 through December 31, 2027, with two one-year renewals available upon request.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a contract not to exceed \$45,000 per year with Life Launch Institute, LLC for Breakout Moral Resonation Therapy services as for the period of January 1, 2025 through December 31, 2027, with two one-year renewals available upon request.

BE IT FURTHER RESOLVED, that funds for these contracts will come from the Justice Millage fund balance.

BE IT FURTHER RESOLVED, that the Board Chairperson is hereby authorized to sign any necessary documents consistent with this resolution and upon approval as to form by the County Attorney.

LAW & COURTS: Yeas: Polsdofer, Celentino, Trubac, Maiville, Schafer

Nays: None Absent: Lawrence, Cahill, Johnson Approved 11/14/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO REPLACE A HOIST AT THE INGHAM COUNTY SHERIFF'S OFFICE

RESOLUTION #24 –

WHEREAS, the Ingham County Sheriff's Office has a Fleet Manager responsible for maintaining and repairing vehicles for patrol, inmate transport, detectives, and animal control; and

WHEREAS, the Fleet Manager's garage is equipped with two hoists and one needs replacement; and

WHEREAS, the Sheriff's Office would like to replace one hoist which includes removing the old hoist, concrete replacement, and installation of the new hoist; and

WHEREAS, the hoist, concrete repair, and installation will be purchased from Lansing Ice and Fuel 911 Center Street Lansing, MI 48906.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the replacement of the hoist, including concrete installation from Lansing Ice and Fuel in an amount not to exceed \$13,419.68 using Sheriff's Office Inmate Stores Account number 595-30110-726010.

BE IT FURTHER RESOLVED, that the Board Chairperson is hereby authorized to sign any necessary documents consistent with this resolution and upon approval as to form by the County Attorney.

LAW & COURTS: Yeas: Polsdofer, Celentino, Trubac, Maiville, Schafer

Nays: None Absent: Lawrence, Cahill, Johnson Approved 11/14/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT WITH ASCENTTRA INC. TO PROVIDE THREE ADVANCED EXERCISE DEVELOPMENT AND EVALUATION TRAINING COURSES

RESOLUTION #24 –

WHEREAS, the Ingham County Office of Homeland Security & Emergency Management received pass through grant funds from the FY2023 Homeland Security Grant Program (HSGP); and

WHEREAS, the Ingham County Board of Commissioners previously accepted the FY23 HSGP grant funds via Resolution #23-555; and

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

WHEREAS, Ascenttra Inc. provides exercise development and training courses to develop skills in the area of Emergency Management and Emergency Preparedness; and

WHEREAS, Ingham County Emergency Management seeks to host Ascenttra Inc.'s Master Scenario Events List (MSEL) Development, Controller and Evaluator Conduct, and Advanced Evaluation courses for Ingham County and surrounding Emergency Management professionals; and

WHEREAS, expenses related to this training include instructor fees and travel expenses, lunches, and refreshments as allowed under the HSGP grant guidelines; and

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

WHEREAS, the total expenditure for this proposal is up to \$23,710.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a contract with Ascenttra Inc. for their Master Scenario Events List (MSEL) Development, Controller and Evaluator Conduct, and Advanced Evaluation courses and associated hosting expenses of up to \$23,710, utilizing funding from the FY2023 Homeland Security Grant Program Funding.

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

LAW & COURTS: Yeas: Polsdofer, Celentino, Trubac, Maiville, Schafer

Nays: None Absent: Lawrence, Cahill, Johnson Approved 11/14/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT RENEWAL AGREEMENT WITH DEDRONE FOR THE REGION 1 DRONE DETECTION SYSTEM SOFTWARE

RESOLUTION #24 –

WHEREAS, the Ingham County Office of Homeland Security & Emergency Management received pass through grant funds from the FY2022 Homeland Security Grant Program (HSGP) previously accepted by the Ingham County Board of Commissioners via Resolution #22-532; and

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

WHEREAS, the FY22 HSGP Grant requires a minimum expenditure of \$232,750 on projects in designated National Priority Areas; and

WHEREAS, the renewal of the Dedrone drone detection system software meets the requirements of the FY22 HSGP National Priority Area of Enhancing the Protection of Soft Targets/Crowded Spaces; and

WHEREAS, Dedrone is the existing vendor of the Region 1 Drone Detection System hardware and software for Ingham County; and

WHEREAS, drone detection systems aide in achieving safe and secure facilities and open spaces by mitigating drone borne attacks, inappropriate surveillance and intelligence gathering, potential contraband deliveries, and errant crashes; and

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

WHEREAS, the total expenditure for this proposal is \$94,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the renewal of the existing drone detection system software in the amount of \$94,000 from Dedrone utilizing funding from the FY2022 Homeland Security Grant Program Funding.

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

LAW & COURTS: Yeas: Polsdofer, Celentino, Trubac, Maiville, Schafer

Nays: None Absent: Lawrence, Cahill, Johnson Approved 11/14/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT WITH THE STATE OF MICHIGAN ACCEPTING THE FY 2024 HOMELAND SECURITY GRANT PROGRAM FUNDS AND MAKE INGHAM COUNTY THE FIDUCIARY AGENT FOR MICHIGAN HOMELAND SECURITY REGION 1

RESOLUTION #24 –

WHEREAS, the Ingham County Office of Homeland Security & Emergency Management has applied for and has been approved to receive pass through grant funds from the FY 2024 Homeland Security Grant Program (HSGP) for Region 1; and

WHEREAS, Region 1 partners include County of Clinton, County of Eaton, County of Gratiot, County of Hillsdale, County of Ingham, County of Jackson, County of Lenawee, County of Livingston, County of Shiawassee, and the City of Lansing; and

WHEREAS, the HSGP is a core assistance program that provides funds to build capabilities at the state, local, tribal, and territorial levels, to enhance national resilience to absorb disruptions and rapidly recover from natural disasters and terrorist incidents; and

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

WHEREAS, the total grant award for the FY 2024 HSGP for Region 1 is \$697,334; and

WHEREAS, a portion of the grant funds are specifically allocated to Ingham County for the State Homeland Security Program (SHSP) and Law Enforcement Terrorism Prevention Activities (LETPA); and

WHEREAS, an additional portion of the grant funds may be used to reimburse salary for the Ingham County Emergency Planner and fiduciary agent during the administration and execution of HSGP grant activities; and

WHEREAS, Ingham County will be the fiduciary agent for these grant funds for Michigan Homeland Security Region 1.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with the State of Michigan to be the fiduciary agent for the FY 2024 Department of Homeland Security, Homeland Security Grant Program, for the time period of September 1, 2024 to August 31, 2027 and the acceptance of \$697,334.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with the following Region 1 partners receiving FY 2024 HSGP funding: County of Clinton, County of Eaton, County of Gratiot, County of Hillsdale, County of Jackson, County of Lenawee, County of Livingston, County of Shiawassee, and the City of Lansing.

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

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

LAW & COURTS: Yeas: Polsdofer, Celentino, Trubac, Maiville, Schafer

Nays: None Absent: Lawrence, Cahill, Johnson Approved 11/14/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN EQUIPMENT PURCHASE AGREEMENT WITH UNMANNED VEHICLE TECHNOLOGIES TO PURCHASE A DJI MAVIC 3 THERMAL ENTERPRISE DRONE SYSTEM

RESOLUTION #24 –

WHEREAS, the Ingham County Office of Homeland Security and Emergency Management conducts a variety of hazard mitigation planning, damage assessment, and disaster recovery surveys to keep the residents and visitors of Ingham County safe; and

WHEREAS, Ingham County budgets for Emergency Management activities to effectively plan for, mitigate, respond to, and recover from a variety of disasters in Ingham County; and

WHEREAS, the purchase of a DJI Mavic 3 Thermal Enterprise drone system will allow for improved, effective search and rescue, pre-disaster evaluation and planning, disaster response, damage assessment, and recovery surveys while optimizing staffing resources and reducing the potential dangers or exposures to emergency responders; and

WHEREAS, the Ingham County Sheriff's Office, Office of Emergency Management already maintains a team of trained, licensed Unmanned Aerial Vehicle (drone) pilots; and

WHEREAS, Unmanned Vehicle Technologies provides competitive pricing for the DJI Mavic 3 Thermal Enterprise drone package out of four potential vendors; and

WHEREAS, the total expenditure for this proposal is \$6,267.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the purchase of a DJI Mavic 3 Thermal Enterprise drone package from Unmanned Vehicle Technologies for \$6,267, utilizing funding from the Emergency Management budget.

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

LAW & COURTS: Yeas: Polsdofer, Celentino, Trubac, Maiville, Schafer

Nays: None Absent: Lawrence, Cahill, Johnson Approved 11/14/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE UPGRADE THE AUDIO PROCESSOR AND OTHER COURTROOM TECHNOLOGY IN COURTROOMS 7 AND 8

RESOLUTION #24 –

WHEREAS, the Circuit Court has an interconnected system of courtroom technology reliant on compatible hardware and software; and

WHEREAS, Smart Home/Smart Office is the current vendor servicing courtrooms at the Veterans Memorial Courthouse; and

WHEREAS, Smart Home/Smart Office is on the MiDEAL Extended Purchasing Program for Conference Room/Training Room Audio Visual Equipment and Installation, Contract #190000001422 expiring on August 31, 2027; and

WHEREAS, Smart Home/Smart Office has submitted a proposal to upgrade the audio processor in Courtroom 7 to improve the functionality of recording technology; and

WHEREAS, Smart Home/Smart Office, in their scope of work, will add two new microphones, provide a new assistive listening system and transmitters, tune microphones to support For the Record (FTR) recording software, among other items; and

WHEREAS, Smart Home/Smart Office, in their scope of work, will reposition or replace failing microphones in Courtrooms 7 and 8; and

WHEREAS, the technology is vital to efficient court processing and preserving a clear record of proceedings; and

WHEREAS, Capital Improvement Project funds are available to support the project: 664-13099-735100 (courtroom technology updates).

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves entering into an agreement with Smart Home/Smart Office for the work identified in their scope of work in an amount not to exceed \$20,136.40 to be paid from line items 664-13099-735100.

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

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

LAW & COURTS: Yeas: Polsdofer, Celentino, Trubac, Maiville, Schafer

Nays: None Absent: Lawrence, Cahill, Johnson Approved 11/14/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE INGHAM COUNTY 55TH DISTRICT COURT TO ACCEPT A GRANT AWARD FROM THE STATE COURT ADMINISTRATIVE OFFICE - MICHIGAN MENTAL HEALTH COURT GRANT PROGRAM (SCAO-MMHCGP), CONTINUE A PROBATION OFFICER POSITION, AND AUTHORIZE SUBCONTRACTS

RESOLUTION #24 –

WHEREAS, the Community Mental Health Authority of Clinton, Eaton and Ingham Counties (CMHA-CEI) estimates there are over 5,000 adults suffering from serious mental health issues in our region; and

WHEREAS, the 55th District Court has identified a need for specialized case handling for defendants suffering from serious mental health issues; and

WHEREAS, research indicates such specialized case handling results in lower recidivism rates, increased public safety and more efficient public sector spending; and

WHEREAS, the 55th District Court has received a grant from the State Court Administrative Office - Michigan Mental Health Court Grant Program in the amount of \$465,073 to continue a Mental Health Court at the 55th District Court; and

WHEREAS, continuation of Mental Health Court requires the employment of one FTE probation officer position to provide staffing for the program; and

WHEREAS, sources of Mental Health Court grant funding have been identified, which would not obligate the County to provide matching funds, including but not limited to the State Court Administrative Office - Michigan Mental Health Grant Program (SCAO-MMHCGP).

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the 55 District Court to accept a SCAO-MMHCGP grant in the amount of \$465,073, commencing October 1, 2024 and ending September 30, 2025.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign additional or amended contracts after review by the County Attorney if additional funding is awarded within the time period of October 1, 2024 through September 30, 2025.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners approves the Mental Health Court budget not to exceed \$635,304 unless additional funding is made available, to include SCAO/MMHCGP grant funds in the amount of \$465,073, Ingham County in-kind matching funds not to exceed \$134,995, and Community Mental Health Authority of Clinton, Eaton, and Ingham Counties local in-kind Contributions not to exceed \$35,236.

BE IT FURTHER RESOLVED, that the 55th District Court will allocate \$4,500 of the Ingham County in-kind funding to the Ingham County Office of the Public Defender for representation of non-indigent Mental Health Court participants.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes continuation of one FTE Grant-funded Probation Officer, an ICEA Court Professional Grade 9 contingent upon the availability of grant funds.

BE IT FURTHER RESOLVED, that Mental Health Court direct subcontracts for the following services in the following amounts are authorized:

- 1. Electronic Monitoring Services with Judicial Services Group not to exceed a total of \$1,500
- 2. Substance Use Testing with Averhealth or another qualified vendor not to exceed a total of \$45,531
- 3. Mental Health Services with Community Mental Health Authority of Clinton, Eaton, and Ingham Counties—not to exceed \$356,861

(\$289,282 grant funding, \$32,343 Ingham County in-kind funding, and \$35,236 Community Mental Health Authority of Clinton, Eaton, and Ingham Counties).

BE IT FURTHER RESOLVED, that the Controller/Administrator is directed to make the necessary adjustments to the 2024 and 2025 55th District Court budget and Position Allocation List.

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

LAW & COURTS: Yeas: Polsdofer, Celentino, Trubac, Maiville, Schafer

Nays: None Absent: Lawrence, Cahill, Johnson Approved 11/14/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE INGHAM COUNTY 55TH DISTRICT COURT TO ACCEPT A GRANT AWARD FROM THE STATE COURT ADMINISTRATIVE OFFICE - MICHIGAN DRUG COURT GRANT PROGRAM AND THE OFFICE OF HIGHWAY SAFETY PLANNING AND AUTHORIZE SUBCONTRACTS

RESOLUTION #24 –

WHEREAS, since 2004, the 55th District Court Sobriety Court Program ("Sobriety Court") provided quality services to the citizens of Ingham County; and

WHEREAS, continuation of Sobriety Court requires the employment of 1.5 FTE probation officer positions; and

WHEREAS, the increased caseloads threaten the level and quality of services; and

WHEREAS, sources of sobriety court grant funding have been identified which does not obligate the County to provide matching funds, including but not limited to the State Court Administrative Office - Michigan Drug Court Grant Program (SCAO-MDCGP) and the State Court Administrative Office - Office of Highway Safety Program (SCAO-OHSP).

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the 55th District Court to accept a SCAO-MDCGP grant in the amount of \$143,000 and a SCAO-OHSP grant in the amount of \$41,000 for Sobriety Court, commencing October 1, 2024 and ending September 30, 2025.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign additional or amended contracts after review by the County Attorney if additional funding is awarded within the time period of October 1, 2024 through September 30, 2025.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes acceptance of donations from the Mid-Michigan Treatment Courts Foundation as well as other organizations, groups, and individuals to the Ingham County 55th District Court Sobriety Court.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners hereby expresses its appreciation to the Ingham County Sobriety Court Foundation for any future possible donations to the 55th District Court Sobriety Court Program and authorizes the program to accept any future possible donation.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners approves a Sobriety Court budget not to exceed \$464,351 unless additional funding is made available, to include SCAO/MDCGP grant funds in the amount of \$143,000, SCAO/OHSP grant funds in the amount of \$41,000, and Ingham County inkind matching funds of \$280,351.

BE IT FURTHER RESOLVED, that the 55th District Court will allocate \$9,600 of the Ingham County in-kind funding to the Ingham County Office of the Public Defender for representation of non-indigent Sobriety Court participants.

BE IT FURTHER RESOLVED, that Sobriety Court program direct subcontracts for the following services in the following amounts are authorized:

- 1. Substance Use Testing with Averhealth or another vendor not to exceed \$113,128; and
- 2. Evaluation and Treatment services with Cognitive Consultants not to exceed \$22,416

BE IT FURTHER RESOLVED, that the Controller/Administrator is directed to make the necessary adjustments to the 2024 and 2025 55th District Court budget and Position Allocation List.

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

LAW & COURTS: Yeas: Polsdofer, Celentino, Trubac, Maiville, Schafer

Nays: None Absent: Lawrence, Cahill, Johnson Approved 11/14/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH AVERHEALTH FOR SUBSTANCE TESTING SERVICES FOR THE 55TH DISTRICT COURT MENTAL HEALTH COURT AND SOBRIETY COURT FOR FISCAL YEAR 2025

RESOLUTION #24 –

WHEREAS, the 55th District Court Mental Health Court received a grant award from the State Court Administrative Office - Michigan Mental Health Court Grant Program (SCAO-MMHCGP) in the amount of \$465,073 to continue a Mental Health Court at the 55th District Court; and

WHEREAS, the 55th District Court Sobriety Court received grant awards from the State Court Administrative Office - Michigan Drug Court Grant Program (SCAO-MDCGP) in the amount of \$143,00 and from the State Court Administrative Office – Office of Highway Safety Program (SCAO-OHSP) in the amount of \$41,000 to continue a Sobriety Court at the 55th District Court; and

WHEREAS, the Office of Highway Safety Planning requires a competitive bidding process for expending the \$41,000 funding for services subcontracted to a vendor; and

WHEREAS, the Ingham County Purchasing Department coordinated with the 55th District Court to issue RFP #204-24; and

WHEREAS, Averhealth submitted a proposal for RFP #204-24; and

WHEREAS, the 55th District Court has selected Averhealth for substance testing services for the Mental Health Court and Sobriety Court for fiscal year 2025.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Averhealth for substance testing services as detailed in RFP #204-24.

BE IT FURTHER RESOLVED, that the Mental Health Court and Sobriety Court program direct subcontracts for the following services for fiscal year 2025 in the following amounts are authorized:

- Mental Health Court Substance Use Testing with Averhealth not to exceed \$45,531
- Sobriety Court Substance Use Testing with Averhealth not to exceed \$113,128.

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

LAW & COURTS: Yeas: Polsdofer, Celentino, Trubac, Maiville, Schafer

Nays: None Absent: Lawrence, Cahill, Johnson Approved 11/14/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND RESOLUTION #24-226 TO REFLECT FINAL AWARD AMOUNTS FOR SUBCONTRACTORS FROM THE STATE OF MICHIGAN FOR PA511 FUNDED PROGRAMS

RESOLUTION #24 –

WHEREAS, the State Community Corrections Advisory Board, the Ingham County Board of Commissioners, and the City of Lansing approved the original Ingham County/City of Lansing Community Corrections Comprehensive Plan in 1991; and

WHEREAS, the Community Corrections Advisory Board (CCAB) approved the Funding Application and Plan for FY 2024-2025; and

WHEREAS, the Ingham County Board of Commissioners previously approved said Funding Application and Plan in Resolution #24-226; and

WHEREAS, the final amount awarded for each subcontracted program under the 2025 State PA511 funds differ from the amounts listed in Resolution #24-226.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners Amends Resolution #24-226 to reflect the final award amounts under PA511 funds.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into subcontracts for CCAB Plans and Services programming from October 1, 2024 through September 30, 2025 with Prevention and Training Services for the cost of MRT Change Groups for a cost not to exceed \$28,215; with Prevention and Training Services for the cost of Domestic Violence Intervention Groups for a cost not to exceed \$31,903; with TRI-CAP for the cost of Opioid Specific Program services not to exceed \$30,000; with CEI-CMH for the cost of Relapse Prevention and Recovery services not to exceed \$71,918; and with Northwest Initiative - ARRO for the cost of CHOICES program services not to exceed \$40,000.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the CCAB Plans and Services funding of a special part-time Pretrial Services Investigator position at the ICEA Pro 06 salary grade not to exceed \$38,381.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes CCAB Plan and Services funding in an amount not to exceed \$103,035 for CCAB Administration.

BE IT FURTHER RESOLVED, that all other terms of Resolution #24-226 remain in effect.

LAW & COURTS: Yeas: Polsdofer, Celentino, Trubac, Maiville, Schafer

Nays: None Absent: Lawrence, Cahill, Johnson Approved 11/14/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ENTER INTO A NEW CONTRACT WITH JSG MONITORING TO PROVIDE AN OFFENDER PAY AND COUNTY FUNDED ELECTRONIC MONITORING PROGRAM SUBJECT TO A FINAL CONTRACT AGREEMENT

RESOLUTION #24 –

WHEREAS, the Electronic Monitoring Oversight Committee (EMOC) is charged with the oversight of electronic monitoring services with the voting membership consisting of representatives appointed by the Department Head or Elected Official from the Sheriff's Office; Community Corrections; 55th District Court; Circuit Court; Circuit Court Pretrial Services; Prosecutor's Office; and the Friend of the Court; and

WHEREAS, after receiving three proposals in response to the Request for Proposal (RFP), guided by the County Purchasing Department, the EMOC evaluated and ranked the three proposals that met all RFP requirements, with JSG Monitoring receiving the highest ranking; and

WHEREAS, the performance period of the current contract with JSG Monitoring is set to expire at the end of 2024 after three years of automatic renewal and five years in total; and

WHEREAS, pursuant to RFP evaluation results, the EMOC recommends entering into a new contract with JSG Monitoring subject to a final contract agreement with an initial five (5) year performance period effective December 31, 2024 through December 31, 2029 followed by three (3) one (1) year automatic renewal periods not to extend beyond December 31, 2032; and

WHEREAS, JSG Monitoring is willing to provide services pursuant to the attached Scope of Services and Fee Schedules for an offender pay program and County reimbursement for services provided to eligible indigent offenders.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners does hereby authorize entering into a new contract in the amount of \$500,000 annually with JSG Monitoring subject to a final contract agreement with a five (5) year performance period effective December 31, 2024 through December 31, 2029 followed by three (3) one (1) year automatic renewal periods not to extend beyond December 31, 2032 for services as set forth in the attached Scope of Services and Fee Schedules.

BE IT FURTHER RESOLVED, that the funds for the proposed contract shall be sourced from the Justice Millage in the amount of \$500,000 annually.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized to sign any necessary contracts and/or subcontracts consistent with this resolution subject to approval as to form by the County Attorney.

LAW & COURTS: Yeas: Polsdofer, Celentino, Trubac, Maiville, Schafer

Nays: None Absent: Lawrence, Cahill, Johnson Approved 11/14/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville

JSG MONITORING SCOPE OF SERVICES

The agreement awarded through this RFP will not be exclusive. County agencies will be encouraged to utilize services through the agreement; daily rates and the quality of services provided will also encourage utilization of services under the agreement.

The awarded proposer (Contractor) shall:

Accept referrals from multiple referral sources (e.g., Circuit and District Courts, Pretrial Services, FOC, and Ingham County Sheriff's Office) from within Ingham County.

Staff must be available as required during and outside of the regular office hours of 8:30 am to 5 pm Monday through Friday.

Use a community-based program approach that will include client orientation and enrollment, installation, removal and maintenance of monitoring equipment, input of monitoring specifications, equipment activation within 24 hours after referral/same day when possible, fee assessment and collection (including County enrollment fee), staff availability for weekend and emergency program enrollment and equipment installation, staff availability for Court testimony upon request, problem resolution, and equipment updates.

Understand and comply with all County policies related to electronic monitoring.

Pursuant to County Indigent Funding policies, make determinations of eligibility for County Indigent Funding eligibility by collecting documents and information required and maintain all documentation in standardized client files.

Ingham County Jail personnel will review the daily jail population list to identify potentially eligible inmates for early release. Based on the list of eligible inmates provided, the Contractor will be required to go to each Post within the County Jail multiple days each week in order to screen potential participants for the program. The Contractor will be required to submit to a criminal history check and fingerprinting and take Michigan State Policy Security Awareness Training so they can perform duties as described in this RFP.

Verification of activities for each participant while away from their residence, violation reports to department staff, daily review of participant activity and compliance with program rules and curfew schedules.

Effectively collect, monitor, track, and document individual program participation data, financial information, and be capable of providing aggregate data and successful completion rates for all services. Information must be provided to the County in the format and frequency requested by the County.

Serve as a collaborative partner by developing and maintaining strong working relationships with referral sources and other County personnel and by serving as an active, participating member of the EM Oversight Committee, including attending regular meetings to ensure successful implementation, successful ongoing operations and problem resolution.

Assess and collect an enrollment fee for each participant, on behalf of the County. The enrollment fee is currently \$45 and applies to self-pay participants. The enrollment fee does not apply to Friend of the Court,

indigent, and grant reimbursed clients. Enrollment funds must be provided to the County by the 15^{th} of the month following the month in which they were collected.

Provide a full range of reliable, user-friendly, tamper-proof equipment to include home monitoring, active and passive GPS (that allows direct contact between the supervising program and the offender), Breath and Transdermal Alcohol monitoring. *NOTE: The County is always interested in receiving information about new and/or alternative technology, along with information regarding advantages and disadvantages*.

Provide secure and reliable monitoring services to ensure continuous electronic monitoring 24 hours a day/7 days a week/365 days a year with secure web-based internet access to client referral sources.

Provide non-compliance alerts and notifications to referral source personnel as required and specified by the referring agency.

In order to avoid self-paying clients getting way behind on paying for services, notify the Court through the assigned Probation Agent/Officer as soon as an outstanding balance of \$300 has been reached so that a show cause hearing can be scheduled.

JSG MONITORING FEE SCHEDULES

OFFENDER PAY FEE SCHEDULE

Equipment	JSG
	Daily Rates
Active GPS	9.00
Scram	10.00
Scram with Base	12.00
Soberlink	650

Enrollment Fee: \$45 County enrollment fee; plus \$30, \$100 after hours/Upfront costs to include \$75 enrollment fees plus 1-2 weeks equipment daily rate

COUNTY PAY FEE SCHEDULE FOR ELIGIBLE INDIGENT OFFENDERS

Equipment	JSG
	Daily Rates
Active GPS	8.00
Scram	9.00
Scram with Base	10.00
Soberlink	5.50

\$30 enrollment fee <u>only</u> if required to go to location other than JSG local office or Ingham County Jail for hook-up (e.g., client's home)

<u>INDIGENT OFFENDER FUND (IOF)</u> - .25 of every offender, per active day will be put into a pool at the end of each month by JSG to be used towards indigent clients identified by the Court.

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE 2025 AGREEMENTS FOR JUVENILE JUSTICE COMMUNITY AGENCIES

RESOLUTION #24 –

WHEREAS, a Juvenile Justice Millage was approved by the voters of Ingham County in November of 2002, then renewed in 2006, 2012, 2016, and 2022 for the purpose of funding an increase to Ingham County's capacity to detain and house juveniles who are delinquent or disturbed, and to operate new and existing programs for the treatment of such juveniles; and

WHEREAS, the Ingham County Board of Commissioners established a Juvenile Justice Community Agency Process, through Resolution #24-373, reserving a pool of \$240,000 in Juvenile Justice Millage funds, to seek and fund proposals from qualified vendors to increase the capacity of the county juvenile justice system for the treatment of delinquent and disturbed youth which the County believes to be consistent with the provisions of the millage proposal approved by the voters; and

WHEREAS, the audited 2023-year end fund balance is \$1,862,384 for the Juvenile Justice Millage Fund; and

WHEREAS, the County has received applications for the 2025 Juvenile Justice Community Agency process.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby directs the County Attorney to draft contracts for the period of January 1, 2025 through December 31, 2025, for each Community Agency listed below in accordance with the dollar amounts allocated in the 2025 Budget as stated below, and for the services to Ingham County residents previously approved by the Law & Courts Committee:

•	Child & Family Charities – Juvenile Screening & Assessment Program	\$53,953
•	Child and Family Charities – Teen Court	\$36,808
•	Resolution Services Center of Central Michigan – Restorative Justice	\$68,000
•	Small Talk – Health Boundaries/Mental Health Therapy	\$30,000
•	Eastside Community Action Center – C.O.P.E. for Youth	\$50,000
•	United Mentoring Program	\$50,000

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

LAW & COURTS: Yeas: Polsdofer, Celentino, Trubac, Maiville, Schafer

Nays: None Absent: Lawrence, Cahill, Johnson Approved 11/14/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Lawrence, Johnson, Maiville