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JOHN B. CZARNECKI

CHAIRPERSON PRO TEM
VICTOR G. CELENTINO

VICE-CHAIRPERSON PRO-TEM
THOMAS L. MINTER

ADMINISTRATIVE SERVICES/
PERSONNEL COMMITTEE
CHRIS SWOPE, CHAIR
CALVIN LYNCH
DEBBIE DE LEON
VICTOR CELENTINO
MICHAEL SEVERINO

INGHAM COUNTY BOARD OF COMMISSIONERS

P.O. Box 319, Mason, Michigan 48854 Telephone (517) 676-7200 Fax (517) 676-7264

THE ADMINISTRATIVE SERVICES/PERSONNEL COMMITTEE WILL MEET ON TUESDAY, JANUARY 15, 2002 AT 7:00 P.M., IN THE PERSONNEL CONFERENCE ROOM OF THE HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

Agenda

Call to Order

Approval of the Minutes [December 4, 2001](#) and the October 2, 2001 Executive Session Minutes

Additions to the Agenda

Limited Public Comment

1. Parks
 - a. Bob Moore and Ron Eggleston, Chair of the Parks Board, Reporting to the Committee on the Status of Lifeguards at Lake Lansing Park-South and the Status of Hawk Island Construction
 - b. Resolution Adopting an Adjustment to the Parks Department [Seasonal Employee Wage Schedule](#)
2. Drain Commissioner's Office
 - a. Resolution Authorizing Issuance of Ingham County Tobias/Linn [Sewer System](#) (City of Williamston) Bonds (General Obligation Limited Tax)
 - b. Resolution Authorizing [Filing with Treasury](#)
 - c. Resolution for [Full Faith and Credit](#)
3. Circuit Court - Resolution for Ingham County Circuit Court - Family Division to Enter Into a Memorandum of Understanding with Ingham County FIA to Enhance the [Intensive Neglect Services Program](#) and to Transfer Four F.T.E.'s to the Child Care Fund
4. Cooperative Extension - Resolution to Authorize a Three Year Continuation of the Ingham County [MSU Extension Network Facilitator](#) and Community Development Agent Position
5. Health Department - Resolution to Authorize Changes in the [Health Department Staffing](#) and Budget

6. Human Resources
 - a. Resolution Approving a Collective Bargaining Agreement with the Ingham County Employees' Association Covering [Clinic Health Nurses](#) & Nurse Practitioners
 - b. Resolution Approving a Collective Bargaining Agreement Between the Thirtieth Judicial Circuit Court, the Fifty-fifth Judicial District Court, Ingham County and the Ingham County [Employees' Association](#) Local #30, Court Professionals
 - c. Resolution Approving a Collective Bargaining Agreement Between Ingham County and the Ingham County Employees' Association Local #33, [County Professionals](#)
7. Purchasing Department - Resolution Authorizing Entering Into a Contract with Able Concrete, Inc. to Install Concrete Sidewalks to Provide [Handicap Access to Park Facilities](#)
8. Boards/Commissions - Resolution Revising Certain Policies Pertaining to [Appointed Advisory Boards and Commissions](#)
9. Controller - Resolution Authorizing Proposed Amendments to the [2002 Budget](#)
10. Greater Lansing Convention & Visitors Bureau - [2002 Budget](#)
11. Board Referral - Resolution from Hillside County Urging Legislators to Revisit the Merits of [Term Limits](#)

Public Comment

Announcements

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 Phone: (517) 676-7200. A quorum of the Board of Commissioners may be in attendance at this meeting.

ADMINISTRATIVE SERVICES/PERSONNEL COMMITTEE

December 4, 2001

Minutes

Members Present: Mary Stid, Victor Celentino, Thomas Minter, Debbie DeLeon and Chris Swope

Members Absent: None

Others Present: Harold Hailey, Mark Grebner, Jerry Ambrose, Bruce Bragg, John Haneski, Mike Bryanton, Summer Hallwood, Glenn Reemer, Rick McCue and others

The meeting was called to order by Chairperson Stid at 7:10 p.m. in the Personnel Conference Room of the Human Services Building, 5303 S. Cedar, Lansing.

Approval of the October 2 Executive Session Minutes and November 20, 2001 Minutes

MOVED BY COMM. SWOPE, SUPPORTED BY COMM. MINTER, TO APPROVE THE NOVEMBER 20 MINUTES AS SUBMITTED. MOTION CARRIED UNANIMOUSLY.

Absent: Comm. DeLeon

(The October 2 Executive Session Minutes will be approved during the next meeting.)

Additions to the Agenda

10b. Compensation for New Employee

- ◇ Resolution to Amend Resolution #00-293 by Not Increasing Per Diem Amount for Commissioners in 2002

Limited Public Comment

Ms. Hallwood, Executive Director of Government Relations for the Lansing Regional Chamber of Commerce, addressed the Committee to encourage it to reconsider the resurrection of the so-called Living Wage Ordinance. The Chamber opposes these ordinances for several reasons. The Chamber believes employers should pay their employees fair wages. Adoption of Living Wage Ordinances in an effort to achieve this goal is reckless. Such an Ordinance could result in business lay offs and closings. Ms. Hallwood stated she would happy to assist the Committee with this debate.

Mr. Reemer, Greater Lansing Labor Council, stated the County needs a Living Wage Ordinance. The Ordinance would help to break the poverty cycle. He encouraged the Committee to adopt such an Ordinance.

Mr. McCue, Washtenaw County, stated he has been working on a living wage ordinance in Washtenaw County for more than three years. He stated his experience with this issue may be of assistance to this County. Mr. McCue spoke regarding some specifics related to the Washtenaw Ordinance. He encouraged the Committee to proceed with this matter.

(Comm. DeLeon arrived at 7:12 p.m.)

MOVED BY COMM. MINTER, SUPPORTED BY COMM. SWOPE, TO APPROVE A CONSENT AGENDA FOR THE FOLLOWING ITEMS:

2. Clerk's Office - Resolution Authorizing Fees for Passport and Concealed Weapons Permit Photos Taken in the County Clerk's Office
3. Prosecuting Attorney - Resolution to Reorganization Within the Prosecuting Attorney's Office Intake Division
- 4a. Health Department - Resolution to Authorize a Staff Change in the Division of Health Plan Management
5. Treasurer's Office - Resolution to Reorganize Within the Treasurer's Office
- 10b. Controller - Compensation for New Employee

MOTION CARRIED UNANIMOUSLY.

MOVED BY COMM. MINTER, SUPPORTED BY COMM. SWOPE, TO APPROVE THE ITEMS ON THE CONSENT AGENDA. MOTION CARRIED UNANIMOUSLY.

1. Board/Commissions Interviews and Appointments
 - a. Resolution Amending Resolution #78-247 Limiting Time Served on Ingham County Board of Commissioners Advisory Boards and Commissions

Chairperson Stid read the proposed amendment to the Resolution as contained in the THEREFORE BE IT RESOLVED paragraph of the Resolution.

MOVED BY COMM. MINTER, SUPPORTED BY COMM. CELENTINO, TO APPROVE THE RESOLUTION AMENDING RESOLUTION #78-247 LIMITING TIME SERVED ON INGHAM COUNTY BOARD OF COMMISSIONERS ADVISORY BOARD AND COMMISSIONS.

In response to Comm. Minter, Chairperson Stid explained that past discussion involved the issue of maintaining the two-year term limit or eliminating the term limit. The Board often waives the term limits for various reasons. A board or commission would have to explain the necessity for waiving a term limit. Chairperson Grebner stated a reappointment would have to be for extraordinary circumstances, rather than routine.

Comm. Swope stated he would prefer to remove the two-thirds vote requirement from the amendment. The written request should remain. A written request should be made by a chair or vice chair of a board or commission. The Committee discussed Comm. Swope's suggestions. Chairperson Grebner stated the boards and commissions should specify the reasons for reappointment.

A friendly amendment was made to the Resolution to include the following language:

Boards and commissions must set forth the specific situation which requires a reappointment.

Comm. Minter stated he would be comfortable with the wisdom of a commission as a whole, rather than the majority of a commission. Comm. Swope stated a two-thirds vote by a commission or board would create tension on those boards and commissions. The Board of Commissioners should handle the tension. He will oppose the Resolution with the two-thirds vote requirement.

MOTION CARRIED with Comms. DeLeon and Swope voting NO.

- b. Resolution Amending Resolution #76-255 Terminating Appointments to Special Committees or Commissions upon Failure to Attend Meetings

MOVED BY COMM. MINTER, SUPPORTED BY COMM. SWOPE, TO APPROVE THE RESOLUTION AMENDING RESOLUTION #76-255 TERMINATING APPOINTMENTS TO SPECIAL COMMITTEE OR COMMISSIONS UPON FAILURE TO ATTEND MEETINGS.

She also stated the Resolution should be given to the new and current members on the Special Committees or Commissions.

Chairperson Grebner suggested the following amendments to the Resolution:

The word “persons” in the second and fourth WHEREAS paragraphs should be changed to read “citizens.”

The THEREFORE BE IT RESOLVED paragraph should be changed from “members who are absent 50% of one year’s meetings are automatically deemed to have resigned from that special committee or commission. ” to “members who are absent from more than 50% of their regular meetings held in a 12-month period, unless barred by statute.”

The term “special committees and commissions” should be changed to “boards and commissions.”

The Committee discussed the proposed amendment to the Resolution. Mr. Ambrose stated the Resolution could be redrafted with the proposed amendments and submitted to this Committee until January.

MOVED BY COMM. MINTER, SUPPORTED BY COMM. CELENTINO, TO TABLE THIS RESOLUTION UNTIL THE NEXT MEETING OF THIS COMMITTEE. MOTION CARRIED UNANIMOUSLY.

MOVED BY COMM. SWOPE, SUPPORTED BY COMM. DELEON, TO RECONSIDER THE VOTE ON AGENDA ITEM 1A. MOTION CARRIED UNANIMOUSLY.

MOVED BY COMM. SWOPE, SUPPORTED BY COMM. DELEON, TO TABLE AGENDA ITEM 1A UNTIL THE FIRST MEETING IN JANUARY. MOTION CARRIED UNANIMOUSLY.

c. Appointment: Fair Board and Environmental Affairs Committee

MOVED BY COMM. SWOPE, SUPPORTED BY COMM. MINTER, TO RECOMMEND THE APPOINTMENT OF KATHERINE LANCOUR TO THE FORESTRY POSITION ON THE ENVIRONMENTAL AFFAIRS COMMITTEE. MOTION CARRIED UNANIMOUSLY.

MOVED BY COMM. MINTER, TO RECOMMEND THE APPOINTMENT OF JULIA HEILER TO THE CITIZEN'S POSITION ON THE ENVIRONMENTAL AFFAIRS COMMITTEE.

The Committee discussed this motion.

MOTION DIED DUE TO LACK OF SUPPORT.

Comm. Minter stated that based on his previous service on the EAC, he believes a balance of out-county members are needed.

MOVED BY COMM. SWOPE, SUPPORTED BY COMM. CELENTINO, TO RECOMMEND THE REAPPOINTMENT OF CHARLES SILAS TO THE CITIZEN REPRESENTATIVE POSITION ON THE ENVIRONMENTAL AFFAIRS COMMITTEE. MOTION CARRIED UNANIMOUSLY.

The vacant positions will be re-posted. Further appointments will be made after applicants have been interviewed.

MOVED BY COMM. CELENTINO, SUPPORTED BY COMM. SWOPE, TO RECOMMEND THE APPOINTMENT OF JOANNE KINNE TO THE FAIR BOARD. MOTION CARRIED with Comm. Stid voting NO.

MOVED BY COMM. SWOPE, SUPPORTED BY COMM. MINTER, TO RECOMMEND THE REAPPOINTMENT OF MIKE PRESJNIK TO THE FAIR BOARD. MOTION CARRIED UNANIMOUSLY.

MOVED BY COMM. MINTER, SUPPORTED BY COMM. SWOPE, TO RECOMMEND THE APPOINTMENT OF ROBERTA HAMLIN TO THE FAIR BOARD. MOTION CARRIED UNANIMOUSLY.

MOVED BY COMM. SWOPE, SUPPORTED BY COMM. CELENTINO, TO RECOMMEND THE REAPPOINTMENTS OF EMMA MALCANGI AND LONNIE JOHNSON TO THE HISTORICAL COMMISSION. MOTION CARRIED UNANIMOUSLY.

MOVED BY COMM. CELENTINO, SUPPORTED BY COMM. SWOPE, TO RECOMMEND THE APPOINTMENT OF LOREN SHATTUCK TO THE HISTORICAL COMMISSION. MOTION CARRIED UNANIMOUSLY.

4. Health Department

- b. Resolution to Recognize Additional Revenue and Authorize Three Positions in the Health Department

MOVED BY COMM. SWOPE, SUPPORTED BY COMM. CELENTINO, TO APPROVE THE RESOLUTION TO RECOGNIZE ADDITIONAL REVENUE AND AUTHORIZE THREE POSITIONS IN THE HEALTH DEPARTMENT.

In response to Comm. Minter, Mr. Bragg stated he is quite confident that the costs will be matched by the additional revenue. A third more revenue will be realized than what is necessary to cover the costs.

MOTION CARRIED UNANIMOUSLY.

6. Economic Development Corporation - Resolution Approving Brownfield Plan for Former Action Auto Property Village of Dansville

MOVED BY COMM. SWOPE, SUPPORTED BY COMM. MINTER, TO APPROVE THE RESOLUTION APPROVING BROWNFIELD PLAN FOR FORMER ACTION AUTO PROPERTY VILLAGE OF DANSVILLE CONTINGENT ON APPROVAL BY THE BROWNFIELD AUTHORITY.

In response to Comm. Minter, Mr. Ambrose stated the value of the incremental tax loss to the County is \$10,000 over ten years. The Committee held a discussion regarding specific issues related to this matter. Mr. Ambrose stated this matter has not been approved by a Brownfield Authority at this time. Therefore, action by this Committee will be subject to that approval.

In response to Mr. Ambrose, Mr. Haneski explained the plan would be amended and then returned to the Brownfield Authority and the County if the proposed costs are exceeded.

MOTION CARRIED UNANIMOUSLY.

7. Human Resources

- a. Resolution Approving a Collective Bargaining Agreement with the Ingham County Employees' Association Covering Clinic Health Nurses

Mr. Hailey stated he was informed by the Bargaining Committee that the membership considered the County's proposed settlement agreement last Wednesday. A majority of the membership agreed to the proposed settlement. However, this was considered an informal acceptance. Mr. Hailey recommended the Committee not take any action on this matter until it has received a written notice of acceptance by the Union.

b. Third Quarter Labor Force Statistic Report

The Report was received and placed on file.

8. Resolution to Amend Resolution #00-293 by Not Increasing Per Diem Amount for Commissioners in 2002

Mr. Ambrose stated he spoke with Comm. Celentino regarding this matter. He then spoke with the County Attorney regarding same. The Attorney is concerned that the law states that changes in compensation shall become effective only at the time members of the County Board of Commissioners commence their terms of office after a general election. The Attorney has not reached a final conclusion on this matter.

Comm. Minter commended Comm. Celentino for bringing this matter forward. This is an appropriate action for the Board to take. He further stated that this regards a per diem, not compensation. Comm. Minter stated he believes the Board can take action on this matter. However, it may not occur until 2002.

Comm. Celentino stated he understands the County Attorney's concerns. Chairperson Stid stated the Commissioners could waive their five-dollar increase in 2002. Chairperson Grebner stated he appreciates the idea behind this Resolution. However, the increase in per diem could be delayed until the end of the year if that is legal. He further explained that he has made an effort to increase the Commissioners' total package at the same rate as the County employees. Waiving the increase would cause him great concern.

Chairperson Grebner stated the Committee could pass the Resolution in its current form. The Controller could be instructed that if the County Attorney advises against the approval of this matter, the Board would instead adopt a resolution asking each Commissioner if they would voluntarily sign a waiver of the five-dollar increase in per diem. Mr. Ambrose stated the Commissioners could also not claim a few meetings during the year. The Committee discussed the suggestions of Chairperson Grebner and Mr. Ambrose.

Comm. Celentino stated he brought this matter up because it could save the County approximately \$4,000 in 2002.

Chairperson Grebner suggested the THEREFORE BE IT RESOLVED paragraph be changed to read as:

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners hereby amend Resolution #00-293 by **delaying the increase to \$55 until January 2003.**

The Committee discussed the proposed amendment.

The Committee accepted the proposed amendment as a friendly amendment to the Resolution.

Mr. Ambrose stated the County is not in a crisis situation at this time. The County is appropriately responding to the current financial situation. Comm. Swope stated he is not sure that this is the right message to send the County employees. The Resolution appears to be a

panic message. As Mr. Ambrose stated, the Board can cut two percent from its budget without delaying or waiving the per diem increase. The Board could look at other areas to trim costs.

Comm. Celentino stated he respected Comm. Swope's concerns. This, however, is not a message of panic to the employees. Most employees are governed by union contracts. This message is appropriate at this time. The Board should share the burden with the County departments. This is a simple method of saving money.

MOVED BY COMM. CELENTINO, SUPPORTED BY COMM. MINTER, TO APPROVE THE RESOLUTION TO AMEND RESOLUTION #00-293 BY NOT INCREASING PER DIEM AMOUNT FOR COMMISSIONERS IN 2002 AS AMENDED. MOTION CARRIED with Comm. Swope voting NO.

9. Other - Discussion Item - Living Wage Ordinance

Mr. Ambrose provided additional information to the Committee including a letter on this matter from the County Attorney.

Chairperson Grebner stated he believes this issue will involve a number of discussions. This item will involve practical effects. The Board should focus on those effects and develop a policy which is clear and narrow.

Mr. Ambrose stated the County Attorney is against a Living Wage Ordinance. It would be simpler for the Board to go through the resolution process than to develop an ordinance. A primary reason for developing an ordinance is to set civil and criminal penalties for non-compliance. The issues involved with a living wage are contractual. Contractual non-compliance is not necessarily grounds for civil or criminal penalties.

The Committee discussed specifics relating to the proposed ordinance. Comm. Minter stated this is a tremendous philosophical issue. The Board would be well advised to wait for the outcome on House Bill 4328 before taking any action on this matter. Chairperson Stid stated this issue will involve many discussions. This is the last meeting of the year.

Comm. Minter stated the Board should wait until it is fully able to enact such an ordinance at the local level before spending many staff hours on this matter. Comm. Swope stated he does not know how the Board can base its actions on the legislature. The County should do what is legally in the best interest of the County residents. Comm. Swope agreed the draft ordinance has details which need to be addressed. The Board should work toward a living wage. Comm. DeLeon agreed with Comm. Swope's stand on this matter.

In response to Comm. DeLeon, Mr. Ambrose stated a living wage ordinance would have a direct impact on a specific population. The Committee continued their discussion of this matter.

The Committee will continue this discussion next year.

9. Controller - Resolution Authorizing Adjustments to the 2001 Ingham County Budget and Authorizing the Controller to Make Year End Budget Adjustments

Mr. Ambrose stated the Adjustments would reduce the General Fund Revenue by a net of \$173,104. The projected collection for interest revenue is decreased \$600,000 due to declining interest rates. State revenue sharing is reduced \$257,586 due to a retroactive census adjustment made by the State. The budget is balanced by increasing the projected use of fund balance by \$684,482 and by a reduction of \$173,104 to the debt service transfer for the Human Services Building due to a recalculation of the necessary general fund contribution. The Committee discussed this matter further.

MOVED BY COMM. CELENTINO, SUPPORTED BY COMM. SWOPE, TO APPROVE THE RESOLUTION AUTHORIZING ADJUSTMENTS TO THE 2001 INGHAM COUNTY BUDGET AND AUTHORIZING THE CONTROLLER TO MAKE YEAR END BUDGET ADJUSTMENTS. MOTION CARRIED UNANIMOUSLY.

10. Board Referrals

- a. Resolution from Antrim County Urging Elected Legislators to Revisit the Merits of Term Legislation

- b. Resolution from Crawford County Urging Elected Legislators to Revisit the Merits of Term Legislation
- c. Letter from Ingham County Drain Commissioner, Patrick Lindemann Regarding the Ingham County Environmental Affairs Commission Review of Hawk Island County Park

The Board Referrals were received and placed on file.

- d. Letter from Road Commission Requesting Letter of Support for Their Proposed Safety Project at the Intersection of Bennett and Hulett Roads in Meridian Township

MOVED BY COMM. MINTER, SUPPORTED BY COMM. DELEON, TO INSTRUCT THE CONTROLLER'S OFFICE TO DRAFT A LETTER OF SUPPORT FOR THE SAFETY PROJECT. THIS LETTER WILL BE SUBMITTED TO THE BOARD AT THEIR NEXT MEETING. MOTION CARRIED UNANIMOUSLY.

Comm. Celentino stated it was a pleasure to serve on this Committee. Comm. Swope concurred with Comm. Celentino.

Announcements: None
Public Comment: None

The meeting adjourned at 9:10 p.m.

Respectfully submitted,

Debra Neff

RESOLUTION STAFF REVIEW:

DATE: January 7, 2002

Agenda Item Title: Resolution Recommending An Adjustment to the Parks Department Seasonal Employee Wage Schedule

Submitted By: Bob Moore, Parks Manager

Committees: Ad.Ser/Per___*, H.S.___, Law & Cts___, Fin.___*

Summary of Proposed Action: This resolution would increase wage rates for seasonal employees by three percent.

Financial Implications: Money is within the Parks Budget.

Other Implications: None

Staff Recommendation: JA____ JN____ HH__X__
Staff recommends the approval of this Resolution.

Introduced by the Administrative Services/Personnel and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION ADOPTING AN ADJUSTMENT TO THE
PARKS DEPARTMENT SEASONAL EMPLOYEE WAGE SCHEDULE**

WHEREAS, the Ingham County Parks Board has recommended a 3% increase in the seasonal wage rates in order to remain competitive within the temporary job market; and

WHEREAS, it is desirable to retain exceptional seasonal employees for the entire season to provide a continuous high level of service to the public.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners adopt the following wage rates to be effective with the pay period beginning February 9, 2002 as recommended by the Parks Board:

	<u>1st year</u>	<u>2nd year</u>
Park Police Officers	10.15	11.35
Naturalist	9.73	10.38
Lifeguard Supervisor	10.45	to 15.21
Management Intern		
Chief Ranger II	9.40	9.91
Chief Ranger I,	8.77	9.87
Lifeguard	8.77	9.87
Clerk	7.70	8.81
Ranger, Bus Driver,	6.99	7.84
Shop Crew,		
Boat Launch Attendant,		
Playground Supervisor,		
Boat Rental Operators,		
Entrance Booth Personnel,		
Ski Rental Operators,		
Food Concession,		
Naturalist Assistant		

RESOLUTION STAFF REVIEW

DATE January 9, 2002

Agenda Items Title: Resolution Authorizing Issuance of Ingham County Tobias/Linn Sewer System (City of Williamston) Bonds (General Obligation Limited Tax), and Resolution Authorizing filing with Treasury

Submitted by: Drain Commissioner's Office

Committees: Ad.Ser/Pers. __*, H.S. ____, Law & Cts. ____, Fin. __*

Summary of Proposed Action: In Resolution #01-100, the Board of Commissioners conditionally agreed to the request of the City of Williamston to provide financing and project oversight for a sewer project involving the reconstruction of Linn Road in conjunction with improvements to the Tobias Drain. The resolutions before you would (1) authorize the requested action under 1939 PA 342 by approving a contract between the county and the City of Williamston; designating the Drain Commissioner as the County Agent for this purpose; and approving the issuance of up to \$1.9 million in bonds; and (2) authorize bonds which are to be sold by the Drain Commissioner for improvements to the Tobias Drain to be backed by the full faith and credit of the county. There are three resolutions in total.

Financial Implications: Once the financing is in place, there should be little impact to the county, other than staff time in the Drain Commissioner's Office to administer the project. By Board policy, the City must agree to pay an administrative fee of 1% of the 342 project cost plus 1/8% annually of the declining loan balance. Primary responsibility for repayment of the sewer issue is with the City of Williamston. Primary responsibility for repayment of the drain issue is the drainage district and those who are assessed for the drain work.

Other Implications: None

Staff recommendation: Assuming the Drain Commissioner continues to recommend proceeding and the City of Williamston agrees to the terms of the contract, approval is recommended.

Agenda Item 2a

Founded in 1852
by Sidney Davy Miller

Sidney T. Miller (1864-1940)
George L. Canfield (1866-1928)
Lewis H. Paddock (1866-1935)
Ferris D. Stone (1882-1945)

MILLER CANFIELD

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January 7, 2002

Mr. Gerald W. Ambrose
Controller
Ingham County
Courthouse
315 South Jefferson
PO Box 319
Mason, MI 48854

Re: Not to Exceed \$1,600,000 Ingham County, Ingham County Tobias/Linn Sewer System (City of Williamston) Bonds

Dear Jerry:

Enclosed please find the following documents in connection with the above-captioned issue:

1. *Contract Providing for Issuance by the County of Ingham of Bonds for the Tobias/Linn Sewer System (City of Williamston)*
2. *Amendment to Contract Providing for Issuance by the County of Ingham of Bonds for the Tobias/Linn Sewer System (City of Williamston)*
3. *Resolution Authorizing Issuance of Ingham County Tobias/Linn Sewer System (City of Williamston) Bonds (General Obligation Limited Tax)*

The Contract (#1) was approved by the City of Williamston on August 13, 2001, and the 45-day referendum notice was published thereafter. No petition for referendum was filed.

When Williamston approved the Contract the estimated cost was \$1.9 million and the Contract and notice were in this amount. Now that the cost estimates have been refined it is appropriate to fine tune the Contract as well. The City will approve an Amendment to Contract (#2) on January 14, 2002. It is preferable to approve a separate Amendment to Contract rather than restating the original Contract for two reasons. Reapproval by the City would trigger another 45 day referendum period. Secondly, it is prudent to retain the \$1.9 million as a ceiling amount just in case it becomes necessary later to issue additional bonds to cover added costs.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mr. Gerald W. Ambrose

-2-

January 7, 2002

Therefore, the County Board is being asked to approve both the original Contract and the Amendment to Contract. Both of these documents are approved via approval of the Bond Resolution (#3).

The Bond Resolution not only approves the Contract and Amendment to Contract but it also authorizes the issuance of bonds in the principal amount of not to exceed \$1,600,000. The Drain Commissioner as County Agency is authorized in the resolution to downsize the bonds after the construction bids are taken (later this month). Were it necessary to increase the size of the bond issue after the construction bids are received, a formal amendment of the Contract and of the Bond Resolution would be required (to record Williamston's consent).

The Bond Resolution also approves the form of the bonds (§16) and the form of the notice of sale (§20). These are only the forms of these documents and the blanks should not be filled in at this time.

The plan is to file with the Michigan Department of Treasury as soon as possible after the Board meeting on January 22, 2002. We are utilizing the existing procedure for obtaining a so-called Order Providing Exception rather than the lengthy process envisioned in the Revised Municipal Finance Act (2001 PA 34) that becomes effective March 1, 2002. Therefore we will be seeking a signed copy of the resolution as soon as possible after the meeting. We hope to file with Treasury by January 25, 2002. This will enable the bonds to be sold in late February provided construction bids are satisfactory.

Thank you very much for your assistance. If you have any questions, please do not hesitate to call.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By: _____


Donald W. Keim

Enclosures

cc: Patrick E. Lindemann
Paul Pratt
Jan Lazar
Lisa Hitchcock
Paul Stauder
Maureen Turner
Syvette Donald

DELIB:2288635.1\042952-00003

CONTRACT PROVIDING FOR ISSUANCE BY
THE COUNTY OF INGHAM OF
BONDS FOR THE TOBIAS/LINN SEWER SYSTEM
(CITY OF WILLIAMSTON)

THIS CONTRACT, made and entered into as of June 1, 2001, by and between the COUNTY OF INGHAM, a Michigan county corporation (the "COUNTY"), party of the first part, by and through its Drain Commissioner, as County Agency (the "COUNTY AGENCY") under Act No. 342, Public Acts of Michigan, 1939, as amended, and the CITY OF WILLIAMSTON, a Michigan municipal corporation located in the COUNTY (the "CITY"), party of the second part,

WITNESSETH:

WHEREAS, it is immediately necessary and imperative, for the public health and welfare of the present and future residents of the CITY that the sewer system improvements described on Exhibit A of this Contract (the "Project") be acquired and constructed for the benefit of residents of the COUNTY residing within the CITY; and

WHEREAS, after extensive study it has been determined that it is impractical and financially undesirable for the CITY to finance the Project alone; and

WHEREAS, Act No. 342, Public Acts of Michigan, 1939, as amended ("Act 342"), authorizes a county to acquire sewer systems and to improve, enlarge, extend and operate such systems; and

WHEREAS, by resolution previously adopted by the County Board of Commissioners of the COUNTY, the Ingham County Drain Commissioner was designated as COUNTY AGENCY in and for the COUNTY for the administration of sewer system improvements and related equipment and appurtenances in connection therewith in accordance with Act 342; and

WHEREAS, by the terms of Act 342, the COUNTY and the CITY are authorized to enter into a contract for the establishment, acquisition, improvement, enlargement or extension of a sewer system and the payment of the cost thereof by the CITY, with interest, over a period not exceeding forty (40) years, and the COUNTY is then authorized, pursuant to appropriate action of its County Board of Commissioners, to issue bonds of the COUNTY to provide the funds therefor, secured by the contractual obligations of the CITY as set forth herein; and

WHEREAS, Act 342 provides the most practicable method and means for acquiring and financing the Project so vitally necessary for the public health and welfare of the residents of the COUNTY residing in the CITY to be served, and will result in the lowest cost for the money necessary to be borrowed for such purpose; and

WHEREAS, preliminary plans and an estimate of costs of the Project have been prepared by the engineers for the Project; and

WHEREAS, in order to provide for the operation and maintenance of the Project and to issue bonds to finance the Project, it is necessary for the COUNTY to establish the Ingham County Tobias/Linn Sewer System (City of Williamston), and for the COUNTY and the CITY to enter into a contract as provided in Act 342; and

WHEREAS, the CITY has published or will shortly publish the requisite notice informing its citizens and taxpayers of their referendum rights with respect to this Contract;

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

1. The COUNTY and the CITY approve the acquisition and construction of the Project under Act 342 as a part of a sewer system established by the COUNTY under the provisions of Act 342 and designated as the INGHAM COUNTY TOBIAS/LINN SEWER SYSTEM (CITY OF WILLIAMSTON) (the "System") within the service area generally described as in proximity with the Tobias-Linn Road Branch Drain and serving the Tobias-Linn Road Branch Drain Drainage District and the area adjacent to Linn Road east of Williamston Road in the CITY. The specific service area of the various improvements to be constructed hereunder as a part of the Project shall be as set out in the plans for the Project prepared by the consulting engineers.

The Project shall consist generally of the improvements described in Exhibit A attached hereto and made part hereof, together with all necessary and related appurtenances, attachments, works, instrumentalities, land, rights in land and properties used or useful in connection with the operation of a sewer system in the CITY, all as more specifically described in the plans therefor. The Project shall be as more specifically set out in the plans for the Project prepared by the consulting engineers.

2. The CITY hereby consents to the use by the COUNTY of the public streets, alleys, lands and rights-of-way in the CITY for the purpose of constructing, operating and maintaining the Project and any improvements, enlargements and extensions thereto.

The parties hereto expressly acknowledge that the Project and the System each is being acquired and constructed by the COUNTY through the COUNTY AGENCY concurrently with the construction and reconstruction of the Tobias-Linn Road Branch Drain, and is intended to be an integrated component of the Tobias-Linn Road Branch Drain. The COUNTY and the CITY consent to the connection of the Project and the System with the Tobias-Linn Road Branch Drain.

3. The Project is designed to serve the CITY and the users of the System and is immediately necessary to protect and preserve the public health. The CITY consents to the furnishing of sewer service, as provided in this Contract, in the service area in the CITY.

4. The total preliminary estimated cost of the Project including the costs of issuance of the Bonds is hereby approved to be not to exceed \$1,900,000. The COUNTY AGENCY and the CITY hereby approve and confirm the preliminary plans for the Project and the estimated cost thereof to be paid from proceeds of the bonds of the County (the "Bonds") in the sum of not to exceed \$1,900,000. Said estimated cost includes all surveys, plans, specifications, acquisition

of property for rights-of-way, physical construction necessary to acquire and construct the Project, the acquisition of all materials, machinery and necessary equipment, contingency allowance, and engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the Project and the financing thereof. Costs in excess of the amount of the Bonds will be paid to the COUNTY AGENCY in cash by the CITY from funds on hand.

5. The Project shall be acquired by the COUNTY AGENCY in accordance with the plans and specifications therefor approved by this Contract and for that purpose the COUNTY AGENCY shall take bids for the acquisition and construction thereof prior to the issuance of the Bonds.

In no event shall the parties hereto enter into any final contract or contracts for the acquisition and construction of the Project if such contract price or prices will be such as to cause the actual cost of the Project to exceed the estimated cost as approved in this Contract, unless the CITY, by resolution of its City Council, (a) approves said increased total cost, and (b) agrees to pay said increased amount, either in cash or by specifically authorizing the maximum principal amount of the bonds to be increased as provided in this Contract to an amount which will provide sufficient funds to meet said increased cost and a similar increase in the installment obligations of the CITY pledged under the terms of this Contract to the payment of the bonds.

6. All matters relating to engineering plans and specifications, together with the making and letting of final contracts for construction and acquisition of the Project, the approval of work and materials thereunder, and construction supervision, shall be in the exclusive control of the COUNTY AGENCY. The Project shall be acquired in accordance with the plans and specifications therefor approved by the COUNTY AGENCY in consultation with the CITY; provided, however, that variations from said plans and specifications may be made without consultation with the CITY if such variation shall not materially affect such plans and specifications.

The COUNTY AGENCY will require and procure from the contractor or contractors undertaking actual construction and acquisition of the Project necessary and proper bonds to guarantee the performance of the contract or contracts and such labor and material bonds as may be required by law, in such amount and such forms as may be approved by the COUNTY AGENCY.

7. While the Bonds remain outstanding, the COUNTY shall be the owner of the Project; provided, however, that the COUNTY does hereby let and lease to the CITY, and the CITY does hereby lease from the COUNTY, for a term commencing upon the date any part of the Project is placed into operation and ending upon the expiration of this Contract, the portion of the Project that is commonly known as Linn Road. The CITY shall be responsible for the operation, maintenance and administration of the portion of the Project that is commonly known as Linn Road, it being the intention of the parties hereto that the COUNTY shall be titular owner of the portion of the Project that is commonly known as Linn Road only to comply with the requirements of Act 342.

The CITY shall operate, maintain and administer the Project and the System as a part of the Tobias-Linn Road Branch Drain; provided, however, that the CITY shall operate, maintain and administer the portion of the Project commonly known as Linn Road as part of the street system of the CITY and the CITY shall pay all costs related to such operation, maintenance and administration.

8. To provide for the construction and financing of the Project in accordance with the provisions Act 342, the COUNTY AGENCY shall take the following steps:

(a) The COUNTY AGENCY will submit to the County Board of Commissioners a resolution for consideration by the County Board providing for the issuance of the Bonds in the aggregate principal amount of not-to-exceed One Million Nine Hundred Thousand Dollars (\$1,900,000) to finance the cost of the Project. The Bonds shall be secured primarily by the contractual obligations of the CITY to pay the annual installments due, plus interest, as hereinafter provided in this Contract, and secondarily, if approved by a majority of the members-elect of the County Board of Commissioners, by the full faith and credit of the COUNTY. After due adoption of the resolution, the COUNTY AGENCY will take all necessary legal procedures and steps necessary to effectuate the sale and delivery of the Bonds.

(b) The COUNTY AGENCY upon receipt of the proceeds of sale of the Bonds will comply with all provisions and requirements provided for in the resolution authorizing the issuance of the Bonds and this Contract relative to the disposition and use of the proceeds of sale of the Bonds.

(c) The COUNTY may temporarily invest any proceeds of the Bonds or other funds held by it for the benefit of the CITY as permitted by law, and investment income shall accrue to and follow the fund producing such income. The COUNTY and the CITY hereby covenant that they shall not invest, reinvest or accumulate any moneys deemed to be proceeds of Bonds pursuant to the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), in such a manner as to cause the Bonds to be "arbitrage bonds" within the meaning of the Internal Revenue Code. The COUNTY and the CITY each hereby covenant that, to the extent permitted by law, it will take all actions within its control and that it shall not fail to take any action as may be necessary to maintain the exclusion of interest on Bonds from gross income for federal income tax purposes, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of bond proceeds and moneys deemed to be bond proceeds, all as more fully set forth in the Non-Arbitrage and Tax Compliance Certificate to be delivered by the CITY and the COUNTY with delivery of the Bonds.

9. [Reserved]

10. The costs of the Project to be financed by the issuance of the Bonds shall be charged to and paid by the CITY to the COUNTY AGENCY in the manner and at the times

herein set forth. The CITY will make payments under this Contract to the COUNTY AGENCY in such amounts and at such times as will be sufficient to enable the COUNTY to pay the principal of and the interest on the Bonds when due.

Except as otherwise provided in the resolution to be adopted by the County Board of Commissioners authorizing the issuance and sale of the Bonds, the terms of which resolution are incorporated herein by this reference and will, to the extent in conflict with the provisions of this Contract so amend this Contract, the Bonds will be issued with annual principal maturities on the dates and in the amounts approved by the COUNTY AGENCY in consultation with the CITY, the financial advisor and bond counsel, provided that the Bonds will mature in not to exceed thirty (30) annual installments in the aggregate principal amount of not-to-exceed One Million Nine Hundred Thousand Dollars (\$1,900,000).

The CITY will pay to the COUNTY AGENCY, commencing on the first principal payment date of the Bonds, and annually thereafter as long as any of the Bonds are outstanding, contract payments in an amount corresponding to the principal amount of Bonds maturing on the corresponding principal payment date.

The CITY acknowledges also that the Bonds will bear interest at the rates determined at public sale thereof, and that as long as Bonds remain outstanding, such interest will accrue on the outstanding principal balance semiannually. Therefore, the CITY further covenants and agrees to pay to the COUNTY AGENCY, as a part of contract payments, commencing on the first interest payment date for the Bonds, and on each semiannual interest payment date thereafter as long as Bonds are outstanding, such additional sums as shall be necessary to pay interest due on the Bonds on the corresponding contract payment date.

From time to time as the COUNTY AGENCY is billed by the paying agent for the Bonds for its services as paying agent and transfer agent for the Bonds, and as other costs and expenses accrue to the COUNTY AGENCY from handling of the payments made by the CITY, or from other actions taken in connection with the Project, the COUNTY AGENCY shall promptly notify the CITY of the amount of such fees and other costs and expenses, and the CITY shall promptly remit to the COUNTY AGENCY sufficient funds to meet such fees and other costs and expenses.

Should cash payments be required from the CITY in addition to the amounts specified in Section 4 and in this section to meet costs of constructing the Project, the CITY shall, upon written request by the COUNTY AGENCY, furnish to the COUNTY AGENCY written evidence of its agreement and ability to make such additional cash payments, and the COUNTY AGENCY may elect not to proceed with the acquisition or financing of the Project until such written evidence satisfactory to the COUNTY AGENCY, has been received by it. The CITY shall pay to the COUNTY AGENCY such additional cash payments within thirty (30) days after written request for such payment has been delivered by the COUNTY AGENCY to the CITY.

The COUNTY AGENCY shall, within thirty (30) days after the delivery of the Bonds, furnish the CITY with a complete schedule of maturities of principal and interest thereon, and the COUNTY AGENCY shall also, at least thirty (30) days prior to each principal and/or interest installment due date, advise the CITY, in writing, of the exact amount of principal and/or interest

due on the Bonds on the next succeeding bond principal and/or interest due date, and payable by the CITY on the first day of the month immediately preceding, as hereinbefore provided. Failure of the COUNTY AGENCY to notify the CITY of any such payment shall not relieve the CITY of the obligation to make such payment.

If any installment of principal or interest is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

11. The CITY, pursuant to authorization of Section 5a of Act 342, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for payments of principal of and interest on the Bonds as expressed in this Contract. Pursuant to such pledge, if other funds are not available, the CITY shall be required to pay such amounts from any of its general funds as a first budget obligation and shall each year, commencing with the year 2002, levy an ad valorem tax on all the taxable property in the CITY in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Contract becoming due before the time of the following year's tax collections, such annual levy, however, to be subject to applicable charter, statutory and constitutional tax limitations unless this Contract is approved by vote of the electors of the CITY. The foregoing commitments of the CITY are expressly recognized as being for the purpose of providing funds to meet the contractual obligations of the CITY in anticipation of which the Bonds are issued. Nothing herein contained shall be construed to prevent the CITY from using any, or any combination of, the means and methods provided in Act 342 for the purpose of providing funds to meet its obligations under this Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

12. The CITY may pay in advance any of the payments required to be made by this Contract, in which event the COUNTY AGENCY shall credit the CITY with such advance payment on future-due payments to the extent of such advance payment.

13. The CITY may pay additional moneys over and above any of the payments specified in this Contract, with the written request that said additional funds be used to call bonds for redemption prior to maturity, in which event the COUNTY AGENCY shall be obligated to apply and use said moneys for such purpose to the fullest extent possible. Such moneys shall not then be credited as advance payments under the provisions of Section 12 of this Contract.

14. In the event the CITY shall fail for any reason to pay to the COUNTY AGENCY at the times specified the amounts required to be paid by the provisions of this Contract, the COUNTY AGENCY shall immediately give notice of such default and the amount thereof, in writing, to the Treasurer of the CITY, the Treasurer of the COUNTY, the State Treasurer of the State of Michigan, and such other officials charged with disbursement to the CITY of funds returned by the State and now or hereafter under Act 342 available for pledge as provided in this paragraph and in Section 5a and Section 5c of Act 342, and if such default is not corrected within ten (10) days after such notification, the State Treasurer, or other appropriate official charged with disbursement to the CITY of the aforesaid funds, is, by these presents, specifically

authorized by the CITY, to the extent permitted by law, to withhold from the aforesaid funds the maximum amount necessary to cure said deficit and to pay said sums so withheld to the COUNTY AGENCY, to apply on the obligations of the CITY as herein set forth. Any such moneys so withheld and paid shall be considered to have been paid to the CITY within the meaning of the Michigan Constitution and statutes, the purpose of this provision being to voluntarily pledge and authorize the use of said funds owing to the CITY to meet any past-due obligations of the CITY due under the provisions of this Contract. In addition to the foregoing, the COUNTY AGENCY shall have all other rights and remedies provided by law to enforce the obligations of the CITY to make its payments in the manner and at the times required by this Contract, including the right of the COUNTY to direct the CITY to make a tax levy or rate increase to reimburse the COUNTY for any funds advanced. The CITY will not take any action to reduce the right of the COUNTY to receive the aforesaid State-returned moneys in the event of default.

15. It is specifically recognized by the CITY that the debt service payments required to be made by the CITY pursuant to the terms of Section 10 of this Contract are to be pledged for and used to pay the principal of and interest on the Bonds to be issued by the COUNTY, as provided by this Contract and authorized by law, and the CITY covenants and agrees that it will make all required payments to the COUNTY AGENCY promptly and at the times specified herein without regard to whether the Project is actually completed or placed in operation.

16. If after construction bids are let the proceeds of the sale of the Bonds to be issued by the COUNTY are for any reason insufficient to complete the Project, and additional funds become necessary therefor, it is agreed by the parties hereto that this Contract may be supplemented or amended to provide for the issuance of additional bonds by the COUNTY in an aggregate principal amount sufficient to complete the Project, and the annual payments required to be made by the CITY shall also be increased in an amount so that the total payments required to be made as increased will be sufficient to meet the annual principal and interest requirements on the Bonds herein authorized, plus the additional bonds to be issued. Any such additional bonds shall in all respects comply with the requirements of Act 342, and any increases in the annual payments shall be made in the manner and at the times specified in this Contract. In lieu of said additional bonds, the CITY and the COUNTY AGENCY may enter into any other mutually agreeable arrangement to meet increased costs or bring such costs within the amount of funds available for construction of the Project.

17. After completion of the Project and payment of all costs thereof, any surplus remaining from the proceeds of sale of the Bonds shall be used by the COUNTY AGENCY for either of the following purposes, at the option of and upon request made by resolution of the CITY, to wit: (a) for additional sewer improvements in the System, or (b) credited by the COUNTY AGENCY toward the next payments due to the COUNTY AGENCY by the CITY hereunder.

18. The obligations and undertakings of each of the parties to this Contract shall be conditioned on the successful issuance and sale of the Bonds pursuant to Act 342, and if for any reason whatsoever the Bonds are not issued and sold within three (3) years from the date of this Contract, this Contract, except for payment of preliminary expenses and ownership of engineering data, shall be considered void and of no force and effect. In the event that the Bonds

are not issued and sold, all preliminary legal and engineering costs shall be paid by the CITY, and the CITY shall have ownership, possession and use of all plans and specifications, surveys and other engineering data and materials prepared.

19. The COUNTY AGENCY and the CITY each recognize that the holders from time to time of the Bonds issued by the COUNTY under the provisions of Act 342 to finance costs of the Project will have contractual rights in this Contract, and it is therefore covenanted and agreed by each of them that as long as any of the Bonds shall remain outstanding and unpaid, the provisions of this Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the Bonds or the prompt payment of principal or interest thereon. The CITY and the COUNTY AGENCY further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Contract promptly at the times and in manner herein set forth, and will not suffer to be done any act which would in any way impair the Bonds, the security therefor, or the prompt payment of principal and interest thereon. It is hereby declared that the terms of this Contract, insofar as they pertain to the security of the Bonds, shall be deemed to be for the benefit of the holders of the Bonds.

20. This Contract shall remain in full force and effect for a period of forty (40) years from the date hereof, or until such time as all bonds issued by the COUNTY to finance the Project are paid in full. At such time within said forty-year term as all of said bonds are paid, this Contract shall be terminated and ownership of the Project shall revert to the CITY, unless at that time there are other COUNTY bonds outstanding relative to the System or there are other contractual arrangements between the CITY and COUNTY. In any event, the obligations of the CITY to make payments required by Section 10 of this Contract shall be terminated at such time as all of said bonds are paid in full, together with any deficiency or penalty thereon.

21. The parties hereto hereby expressly agree that the COUNTY shall not be liable for and the CITY shall pay, indemnify and save the COUNTY harmless of, from and against all liability of any nature whatever regardless of the nature in which such liability may arise, for any and all claims, actions, demands, expenses, damages, and losses of every conceivable kind, whatsoever (including, but not limited to, liability for injuries to or death of persons and damages to or loss of property) asserted by or on behalf of any person, firm, corporation or governmental authority arising out of, resulting from, or in any way connected with ownership, acquisition, construction, operation, maintenance and repair of the Project or the System, this Contract, or the issuance, sale and delivery of the bonds herein described. It is the intent of the parties that the COUNTY be held harmless by the CITY from liability for such claim, actions, demands, expenses, damages and losses, however caused or however arising including, but not limited to, to the extent prohibited by law, such claims, actions, demands, expenses, damages and losses even though caused, occasioned or contributed to by negligence, sole or concurrent, of the COUNTY or by negligence for which the COUNTY may be held liable. In any action or proceeding brought about by reason of any such claim or demand, the CITY will also pay, indemnify and save the COUNTY harmless from and against, all costs, reasonable attorneys' fees, and disbursements of any kind or nature incidental to or incurred in said defense, and will likewise pay all sums required to be paid by reason of said claims, demands or any of them, in the event it is determined that there is any liability on the part of the COUNTY. Upon the entry of any final judgment by a court of competent jurisdiction or a final award by an arbitration panel against the COUNTY on any claim, action, demand, expense, damage or loss

contemplated by this Section and notwithstanding that the COUNTY has not paid the same, the CITY shall be obligated to pay to the COUNTY upon written demand therefor, the amount thereof not more than sixty (60) days after such demand is made. In the event that any action or proceeding is brought against the COUNTY by reason of any such claims or demands, whether said claims or demands are groundless or not, the CITY shall upon written notice and demand from the COUNTY, resist and defend such action or proceeding in behalf of the COUNTY but will not settle any such action in the proceeding without written consent of the COUNTY. Notwithstanding the foregoing, nothing contained in this Section shall be construed to indemnify or release the COUNTY against or from any liability which it would otherwise have arising from the wrongful or negligent actions or failure to act on the part of the COUNTY'S employees, agents or representatives with respect to matters not related to the ownership, acquisition, construction, operation, maintenance or repair of the Project, this Contract or the issuance, sale or delivery of the bonds herein described.

The COUNTY will require or procure from the contractor or contractors undertaking actual construction of the Project insurance protecting both the CITY and the COUNTY (including the COUNTY AGENCY) from liability in connection with such construction. The cost of such insurance shall be considered to be a part of the cost of the Project.

22. This Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

23. This contract shall become effective upon the latest of the following: (a) approval of this contract by the City Council of the CITY, by the COUNTY AGENCY and by the Board of Commissioners of the COUNTY; (b) execution by the Supervisor and Clerk of the CITY, by the County Drain Commissioner as the COUNTY AGENCY, and by the Chairperson of the Board of Commissioners of the COUNTY and the County Clerk for and on behalf of the COUNTY; and (c) the expiration of 45 days after the date of publication by the CITY of a notice of intent to enter into this contract as provided in Section 5b of Act 342, unless the effectiveness of this Contract is stayed by reason of the filing of a petition for referendum thereon, in which case upon approval by a majority of the electors of the CITY voting thereupon at an election called and held for that purpose.

24. This Contract may be executed in several counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date and year first above written.

CITY OF WILLIAMSTON

COUNTY OF INGHAM

By _____
Mayor

By _____
Ingham County Drain Commissioner
As County Agency

By _____
City Clerk

EXHIBIT A

The Description of the Project.

DELIB:2231215.4\042952-00003

AMENDMENT TO
CONTRACT PROVIDING FOR ISSUANCE BY
THE COUNTY OF INGHAM OF
BONDS FOR THE TOBIAS/LINN SEWER SYSTEM
(CITY OF WILLIAMSTON)

THIS AMENDMENT TO CONTRACT, made and entered into as of January 14, 2002, by and between the COUNTY OF INGHAM, a Michigan county corporation (the "COUNTY"), party of the first part, by and through its Drain Commissioner, as County Agency (the "COUNTY AGENCY") under Act No. 342, Public Acts of Michigan, 1939, as amended, and the CITY OF WILLIAMSTON, a Michigan municipal corporation located in the COUNTY (the "CITY"), party of the second part,

WITNESSETH:

WHEREAS, the COUNTY, by and through the COUNTY AGENCY, and the CITY, prepared the CONTRACT PROVIDING FOR ISSUANCE BY THE COUNTY OF INGHAM OF BONDS FOR THE TOBIAS/LINN SEWER SYSTEM (CITY OF WILLIAMSTON), dated as of June 1, 2001 (the "Contract"); and

WHEREAS, the CITY approved the Contract on August 13, 2001, and

WHEREAS, the CITY published the requisite notice of right of referendum as required by Section 5b of Act 342, Public Acts of Michigan, 1939, as amended ("Act 342"), and

WHEREAS, preliminary plans and an estimate of costs of the Project (as defined in the Contract) have been prepared by the engineers for the Project; and

WHEREAS, it is desirable to amend the Contract to provide for the issuance of bonds by the COUNTY as provided in the Contract in the principal amount of not to exceed \$1,600,000, which principal amount is based upon the estimate of costs prepared by the engineers for the Project; and

WHEREAS, it is desirable to amend the Contract to reconfirm the obligation of the CITY to make the payments required under the Contract; and

WHEREAS, it is desirable to amend the Contract to reconfirm that the CITY will retain exclusive ownership and control of the portion of the Project comprising Linn Road and to reconfirm the grant to the COUNTY acting through the COUNTY AGENCY of the consent of the CITY to use Linn Road and the public land and rights-of-way related thereto for the purpose of constructing, operating and maintaining the Project and the Tobias-Linn Road Branch Drain;

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

1. *The following sections of the Contract are amended and supplemented to provide as follows:*

2. The CITY hereby consents to the use by the COUNTY of the public streets, alleys, lands and rights-of-way in the CITY, including but not limited to Linn Road and the public lands and rights-of-way related thereto, for the purpose of constructing, operating and maintaining the Project and any improvements, enlargements and extensions thereto.

The parties hereto expressly acknowledge that the Project and the System each is being acquired and constructed by the COUNTY through the COUNTY AGENCY concurrently with the construction and reconstruction of the Tobias-Linn Road Branch Drain, and is intended to be an integrated component of the Tobias-Linn Road Branch Drain. The COUNTY and the CITY consent to the connection of the Project and the System with the Tobias-Linn Road Branch Drain.

* * *

4. The total preliminary estimated cost of the Project including the costs of issuance of the Bonds is hereby approved to be not to exceed \$1,600,000. The COUNTY AGENCY and the CITY hereby approve and confirm the preliminary plans for the Project and the estimated cost thereof to be paid from proceeds of the bonds of the County (the "Bonds") in the sum of not to exceed \$1,600,000. Said estimated cost includes all surveys, plans, specifications, acquisition of property for rights-of-way, physical construction necessary to acquire and construct the Project, the acquisition of all materials, machinery and necessary equipment, contingency allowance, and engineering, engineering supervision, administrative, legal and financing expenses necessary in connection with the acquisition and construction of the Project and the financing thereof. Costs in excess of the amount of the Bonds will be paid to the COUNTY AGENCY in cash by the CITY from funds on hand or from proceeds of additional bonds issued by the COUNTY acting through the COUNTY AGENCY in accordance with the provisions of Section 16 of this Contract; provided, however, that the aggregate maximum principal amount of the Bonds and the additional bonds shall not exceed \$1,900,000; and further provided that additional bonds shall not be issued in accordance with the provisions of Section 16 of this Contract without approval by resolution of the CITY.

* * *

7. While the Bonds remain outstanding, the COUNTY shall be the owner of the Project; provided, however, that the CITY shall retain ownership of the portion of the Project that is commonly known as Linn Road and the public lands and rights-of-way related thereto.

The COUNTY shall operate, maintain and administer the Project and the System as a part of the Tobias-Linn Road Branch Drain; provided, however, that the CITY shall operate, maintain and administer the portion of the Project commonly known as Linn Road as part of the street system of the CITY and the CITY shall pay all costs related to such operation, maintenance and administration.

8. To provide for the construction and financing of the Project in accordance with the provisions Act 342, the COUNTY AGENCY shall take the following steps:

(a) The COUNTY AGENCY will submit to the County Board of Commissioners a resolution for consideration by the County Board providing for the issuance of the Bonds in the aggregate principal amount of not-to-exceed One Million Six Hundred Thousand Dollars (\$1,600,000) to finance the cost of the Project. The Bonds shall be secured primarily by the contractual obligations of the CITY to pay the annual installments due, plus interest, as hereinafter provided in this Contract, and secondarily, if approved by a majority of the members-elect of the County Board of Commissioners, by the full faith and credit of the COUNTY. After due adoption of the resolution, the COUNTY AGENCY will take all necessary legal procedures and steps necessary to effectuate the sale and delivery of the Bonds.

(b) The COUNTY AGENCY upon receipt of the proceeds of sale of the Bonds will comply with all provisions and requirements provided for in the resolution authorizing the issuance of the Bonds and this Contract relative to the disposition and use of the proceeds of sale of the Bonds.

(c) The COUNTY may temporarily invest any proceeds of the Bonds or other funds held by it for the benefit of the CITY as permitted by law, and investment income shall accrue to and follow the fund producing such income. The COUNTY and the CITY hereby covenant that they shall not invest, reinvest or accumulate any moneys deemed to be proceeds of Bonds pursuant to the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), in such a manner as to cause the Bonds to be "arbitrage bonds" within the meaning of the Internal Revenue Code. The COUNTY and the CITY each hereby covenant that, to the extent permitted by law, it will take all actions within its control and that it shall not fail to take any action as may be necessary to maintain the exclusion of interest on Bonds from gross income for federal income tax purposes, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of bond proceeds and moneys deemed to be bond proceeds, all as more fully set forth in the Non-Arbitrage and Tax Compliance Certificate to be delivered by the CITY and the COUNTY with delivery of the Bonds.

* * *

10. The costs of the Project to be financed by the issuance of the Bonds shall be charged to and paid by the CITY to the COUNTY AGENCY in the manner and at the times herein set forth. The CITY will make payments under this Contract to the COUNTY AGENCY in such amounts and at such times as will be sufficient to enable the COUNTY to pay the principal of and the interest on the Bonds when due.

Except as otherwise provided in the resolution to be adopted by the County Board of Commissioners authorizing the issuance and sale of the Bonds, the terms of which resolution are incorporated herein by this reference and will, to the extent in conflict with the provisions of this Contract so amend this Contract, the Bonds will be issued with annual principal maturities on the dates and in the amounts approved by the COUNTY AGENCY in consultation with the CITY, the financial advisor and bond counsel, provided that the Bonds will mature in not to exceed thirty (30) annual installments in the aggregate principal amount of not-to-exceed One Million Nine Hundred Thousand Dollars (\$1,900,000).

The CITY will pay to the COUNTY AGENCY, commencing on the first business day of the month preceding the first principal payment date of the Bonds, and annually thereafter as long as any of the Bonds are outstanding, contract payments in the amounts set forth in Exhibit B to this Contract.

The CITY acknowledges also that the Bonds will bear interest at the rates determined at public sale thereof, and that as long as Bonds remain outstanding, such interest will accrue on the outstanding principal balance semiannually. Therefore, the CITY further covenants and agrees to pay to the COUNTY AGENCY, as a part of contract payments, commencing on the first business day of the month preceding the first interest payment date for the Bonds, and on the first business day of the month preceding each semiannual interest payment date thereafter as long as Bonds are outstanding, such additional sums as shall be necessary to pay interest due on the Bonds on the corresponding interest payment date.

From time to time as the COUNTY AGENCY is billed by the paying agent for the Bonds for its services as paying agent and transfer agent for the Bonds, and as other costs and expenses accrue to the COUNTY AGENCY from handling of the payments made by the CITY, or from other actions taken in connection with the Project, the COUNTY AGENCY shall promptly notify the CITY of the amount of such fees and other costs and expenses, and the CITY shall promptly remit to the COUNTY AGENCY sufficient funds to meet such fees and other costs and expenses. Included in the costs and expenses to be paid by the CITY to the COUNTY shall be a fee of 1% of the principal amount of the Bonds payable to the COUNTY at the time of delivery of the Bonds and an annual fee of 1/8 of 1% of the outstanding principal amount of the Bonds. The annual fee shall be determined thirty days prior to each principal payment date on the Bonds and shall be payable on the principal payment date of the Bonds.

Should cash payments be required from the CITY in addition to the amounts specified in Section 4 and in this section to meet costs of constructing the Project, the CITY shall, upon written request by the COUNTY AGENCY, furnish to the COUNTY AGENCY written evidence of its agreement and ability to make such additional cash payments, and the COUNTY AGENCY may elect not to proceed with the acquisition or financing of the Project until such written evidence satisfactory to the COUNTY AGENCY, has been received by it. The CITY shall pay to the COUNTY AGENCY such additional cash payments within thirty (30) days after written request for such payment has been delivered by the COUNTY AGENCY to the CITY.

The COUNTY AGENCY shall, within thirty (30) days after the delivery of the Bonds, furnish the CITY with a complete schedule of maturities of principal and interest thereon, and the COUNTY AGENCY shall also, at least thirty (30) days prior to each principal and/or interest installment due date, advise the CITY, in writing, of the exact amount of principal and/or interest due on the Bonds on the next succeeding bond principal and/or interest due date, and payable by the CITY on the first day of the month immediately preceding, as hereinbefore provided. Failure of the COUNTY AGENCY to notify the CITY of any such payment shall not relieve the CITY of the obligation to make such payment.

If any installment of principal or interest is not paid when due, the amount not so paid shall be subject to a penalty, in addition to interest, of one percent (1%) thereof for each month or fraction thereof that the same remains unpaid after the due date.

* * *

23. This Contract shall become effective upon the latest of the following: (a) approval of this Contract by the City Council of the CITY, by the COUNTY AGENCY and by the Board of Commissioners of the COUNTY; (b) execution by the Mayor and Clerk of the CITY and by the County Drain Commissioner or Deputy County Drain Commissioner on behalf of the County Drain Commissioner as the COUNTY AGENCY for and on behalf of the COUNTY; and (c) the expiration of 45 days after the date of publication by the CITY of a notice of intent to enter into this contract as provided in Section 5b of Act 342, unless the effectiveness of this Contract is stayed by reason of the filing of a petition for referendum thereon, in which case upon approval by a majority of the electors of the CITY voting thereupon at an election called and held for that purpose.

2. *This Amendment to Contract shall become effective upon (a) the approval of this Contract by the City Council of the CITY, by the COUNTY AGENCY and by the Board of Commissioners of the COUNTY; and (b) the execution by the Mayor and Clerk of the CITY and by the County Drain Commissioner or Deputy County Drain Commissioner on behalf of the County Drain Commissioner as the COUNTY AGENCY for and on behalf of the COUNTY.*

3. *This Amendment to Contract may be executed in several counterparts.*

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date and year first above written.

CITY OF WILLIAMSTON

COUNTY OF INGHAM

By Ingham County Drain Commissioner
As County Agency

By _____
Mayor

By _____
Ingham County Drain Commissioner

By _____
City Clerk

By _____
Deputy Ingham County Drain Commissioner

EXHIBIT B

Installment Payments on the Contract.

2003	\$0	2013	\$75,000
2004	30,000	2014	80,000
2005	35,000	2015	90,000
2006	40,000	2016	100,000
2007	45,000	2017	110,000
2008	50,000	2018	120,000
2009	55,000	2019	130,000
2010	60,000	2020	140,000
2011	65,000	2021	150,000
2012	70,000	2022	155,000

DELIB:2287505.2\042952-00003

**County Board of Commissioners
County of Ingham, State of Michigan**

**RESOLUTION AUTHORIZING ISSUANCE OF
INGHAM COUNTY
TOBIAS/LINN SEWER SYSTEM
(CITY OF WILLIAMSTON) BONDS
(GENERAL OBLIGATION LIMITED TAX)**

A RESOLUTION TO PROVIDE FOR:

- Approval of Contract and Amendment to Contract with the City of Williamston under 1939 P.A. 342 to finance acquisition of sewer system improvements in the City and establish a County sewer system for the City;
- Approval of Sewer Improvement costs in amount of \$1,600,000, costs in excess of bond proceeds to paid by City;
- Acquisition and construction of Sewer Improvements and operation of the System to be done by the Drain Commissioner as County Agency on behalf of the County;
- Issuance of \$1,600,000 of Bonds by the County to acquire and construct Sewer Improvements;
- Bond details including payment amounts and dates and prior redemption provisions;
- Deposit of Contract payments received from City, which are a full faith and credit pledge and limited tax general obligation of the City, to Debt Retirement Fund to be used to pay Bonds;
- Pledge of County's full faith and credit for payment of Bonds in event City fails to make a Contract payment, which pledge is a limited tax general obligation of the County;
- Creation of Construction Fund for deposit of Bond Proceeds;
- Drain Commissioner as County Agency to prepare Notice of Sale and preliminary and final Official Statement and apply for bond ratings and bond insurance;
- Drain Commissioner as County Agency authorized to award sale of Bonds at public sale to lowest bidder;
- Continuing Disclosure Undertaking; and
- Other matters necessary for sale of the Bonds.

WHEREAS, it is necessary for the public health and welfare of present and future residents of the County of Ingham (the County") residing within the City of Williamston (the "City") that sewer system improvements, including sewers and instrumentalities for collecting and transporting storm water in and around Linn Road and the Tobias-Linn Road Branch Drain adjacent to Linn Road, together with all instrumentalities, facilities and properties used or useful in connection with the collection of storm water including the reconstruction of Linn Road (the "Sewer Improvements") be acquired and constructed to service residents of the County residing within the City; and

WHEREAS, the City has requested the assistance of the County to finance the Sewer Improvements, and the City wishes to proceed at this time with the financing of the Sewer Improvements; and

WHEREAS, Act No. 342, Public Acts of Michigan, 1939, as amended ("Act 342") authorizes a county to acquire sewer systems and to improve, enlarge, extend and operate such systems; and

WHEREAS, by resolution previously adopted by the County Board of Commissioners of the County, the Ingham County Drain Commissioner was established as the County Agency in and for the County for the administration of sewer system improvements in accordance with Act 342 (the "County Agency"); and

WHEREAS, by the terms of Act 342, the County and the City are authorized to enter into a contract for the acquisition, improvement, enlargement or extension of sewer systems and the payment of the cost thereof by the City, with interest, over a period of not exceeding forty (40) years, and the County is then authorized, pursuant to appropriate action of its Board of Commissioners, to issue bonds of the County to provide the funds therefor, secured by the contractual obligations of the City; and

WHEREAS, a proposed contract (the "June 1, 2001 Contract") and a proposed amendment to contract (the "Amendment to Contract") each between the County and the City (the June 1, 2001 Contract as amended by the Amendment to Contract referred to as the "Contract"), providing for the acquisition and financing of the Sewer Improvements has been prepared, and the City has published the requisite notice informing its citizens and taxpayers of their referendum rights with respect to the Contract, and no petitions requesting referendum on the Contract were filed with the City; and

WHEREAS, in order to provide for the operation and maintenance of the Sewer Improvements and to issue bonds to finance the Sewer Improvements it is necessary for the County to establish the *Ingham County Tobias/Linn Sewer System (City of Williamston)* (the "System") as described in the Contract, and for the County to authorize execution and delivery of the Contract; and

WHEREAS, under the provisions of the Contract, the City has obligated itself to pay the cost of the Sewer Improvements to be financed by the issuance of the County's bonds by paying the installments, plus interest, as specified in Section 10 of the Contract (the "Contractual Payments"), and has further obligated itself to collect sufficient moneys annually for the purpose of meeting the Contractual Payments, subject to constitutional, statutory and charter tax rate limitations; and

WHEREAS, the County Agency has approved this resolution and recommended its adoption by this Board of Commissioners; and

WHEREAS, the County now proposes to approve the Contract and to issue the first series of bonds under the Contract, to be designated as *Ingham County Tobias/Linn Sewer System (City of Williamston) Bonds (General Obligation Limited Tax)* (the "Bonds"), in anticipation of and secured primarily by the Contractual Payments which the City has in the Contract obligated itself to provide in such amounts as may be necessary to pay the cost of acquiring constructing the Sewer Improvements.

THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF INGHAM, AS FOLLOWS:

CONTRACT, AMENDMENT TO CONTRACT, SYSTEM AND PROJECT

1. The June 1, 2001 Contract and the Amendment to Contract, each in the form presented to this Board with this resolution, each is hereby ratified, confirmed and approved. The Drain Commissioner (as the County Agency) is authorized and directed to execute the Contract for and on behalf of the County with such changes as may be necessary or desirable to effectuate the sale and delivery of the Bonds by the County, permitted by Act 342 and otherwise by law, and not materially adverse to the County.

2. There is hereby approved the establishment of a sewer system as described in the Contract, to be designated as the *Ingham County Tobias/Linn Sewer System (City of Williamston)* (the "System"), for the collection, treatment and disposal of storm water in the City. There is hereby approved the acquisition and construction of the Sewer Improvements, all as more specifically described in the plans therefor prepared by the engineers for the Sewer Improvements.

3. The plans, specifications and estimates of cost for the Sewer Improvements as prepared by the consulting engineers are hereby accepted and approved, and it is hereby determined to be advisable and necessary for the public health of the County to acquire, construct and complete the Sewer Improvements as provided in said plans and specifications. As provided in Section 6 of the Contract, all matters relating to engineering plans and specifications, together with the making and letting of final contracts for construction and acquisition of the Sewer Improvements, the approval of work and materials thereunder, and construction supervision, shall be in the exclusive control of the County Agency.

4. The total estimated cost of acquiring and constructing the Sewer Improvements including the costs of issuance of the Bonds is hereby approved and confirmed to be \$1,600,000. The portion of the estimated cost to be paid from proceeds of the Bonds is hereby approved and confirmed to be \$1,600,000. The remaining costs, if any, of the Sewer Improvements shall be paid by the City or by the County Agency with other monies available to each.

5. The estimated period of usefulness of the Sewer Improvements is determined to be twenty (20) years.

6. The operation, maintenance and administration of the System and the acquisition and construction of the Sewer Improvements shall be under the overall jurisdiction and control of the County Agency, and the provisions in the Contract relative to such operation, maintenance and administration are hereby recognized, approved and confirmed.

BOND AUTHORIZATION

7. For the purpose of defraying the cost of the Sewer Improvements, including payment of engineering, legal and financial expenses, there be borrowed the sum of not to exceed One Million Six Hundred Thousand Dollars (\$1,600,000), and in evidence thereof there

shall be issued the bonds of the County in an equivalent aggregate principal amount, which bonds are sometimes hereinafter referred to in this resolution as the "Bonds." The balance of the cost of the Sewer Improvements, if any, shall be paid by the City as provided in the Contract or by the County Agency with other available monies.

8. The Bonds shall be designated INGHAM COUNTY TOBIAS/LINN SEWER SYSTEM (CITY OF WILLIAMSTON) BONDS (GENERAL OBLIGATION LIMITED TAX), the principal of and interest thereon to be payable primarily out of the Contractual Payments required to be paid by the City pursuant to the Contract. The Bonds shall be registered as to principal and interests of the denomination of \$5,000 or multiples of \$5,000 up to the amount of a single maturity, numbered consecutively in order of authentication or registration from 1 upwards, dated as of March 1, 2002, or such other date as may be approved by the County Agency at the time of sale of the Bonds, callable prior to maturity as hereinafter provided, and shall be payable annually on May 1 as shown in the Notice of Sale shown in Section 20 of this resolution. The title of the Bonds, the dated date of the Bonds, the series designation and the dates of principal maturities may be changed by the County Agency at the time of the sale thereof. The County Agency is authorized to reduce the principal amount of the Bonds and the principal maturities prior to the sale of the Bonds without further action of this Board or amendment of the Contract.

The Bonds shall bear interest at a rate or rates determined on sale thereof, not exceeding eight percent (8%) per annum payable on November 1, 2002 (or such other date as the County Agency may select at the time of sale of the Bonds), and semiannually thereafter, by check drawn on the Paying Agent (hereafter defined) for the Bonds and mailed to the registered owner at the registered address, as shown on the registration books of the County maintained by the Paying Agent. Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The date of determination of registered owner for purposes of payment of interest as provided in this Section be changed by the County to conform to market practice in the future. Notwithstanding the foregoing, if the Bonds are held in book-entry form by DTC, payment shall be made in the manner prescribed by DTC. The County Agency and the County Treasurer each is hereby authorized to appoint as Paying Agent for the Bonds a bank or trust company located in Michigan and qualified to act as paying agent (the "Paying Agent"), and the County Agency and the County Treasurer each is hereby authorized to enter into all required contractual arrangements with the Paying Agent. The County reserves the right to change the Paying Agent at any time upon written notice to registered owners of the Bonds not less than 60 days prior to an interest payment date. The principal of the Bonds shall be payable the designated office of the Transfer Agent.

The Bonds will be issued in book-entry only form through The Depository Trust Company in New York, New York ("DTC") and the County Agency and the County Treasurer each is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry only form, and the County Agency is authorized to make such changes in the form of the Bonds within the parameters of this resolution as may be required to accomplish the foregoing. In the event the Bonds are no longer held in book-entry only form, then the Paying Agent shall also serve as bond registrar and transfer agent.

9. The Bonds shall be subject to optional redemption prior to maturity at the times and prices and in the manner set forth in the Notice of Sale shown in Section 20 of this resolution or at such other times and prices as may be determined by the County Agency at the time of sale of the Bonds.

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Paying Agent on behalf of the County. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers, and in the case of partial redemption, the called amounts of each certificate; the redemption date; the redemption price or premium; the place where Bonds called for redemption are to be surrendered for payment; and that interest on Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

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

10. The Chairperson of the Board of Commissioners and the County Clerk are hereby authorized and directed to execute the Bonds by means of their manual or facsimile signatures when issued and sold for and on behalf of the County and to cause to be imprinted thereon a facsimile of the seal of the County. No Bond shall be valid until authenticated by an authorized officer of the Paying Agent. The Bonds shall be delivered to the Paying Agent for authentication and shall then be delivered to the purchaser in accordance with instructions from the County Agency or the County Treasurer upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted. Executed blank Bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Paying Agent for safekeeping.

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

BOND SECURITY AND PROCEEDS

11. The Bonds and the interest thereon shall be payable primarily from the Contractual Payments received by the Drain Commissioner as County Agency on behalf of the County, for the payment of which the City has in the Contract pledged its full faith and credit pursuant to the provisions of Act 342. Pursuant to the provisions of Section 6, Article IX of the Michigan Constitution of 1963, the City has covenanted and agreed to levy taxes annually to the

extent necessary to provide the funds to meet its Contractual Payments when due in anticipation of which the Bonds are issued, which taxes shall be subject to constitutional, statutory and charter limitations. All of such Contractual Payments are hereby pledged solely and only for the payment of principal of and interest on the Bonds.

12. Pursuant to the authorization provided in Act 342, the full faith and credit of the County is hereby pledged for the prompt payment of the principal of and interest on the Bonds as the same shall become due. If for any reason there are not sufficient funds on hand from the Contractual Payments to pay the principal of and interest on the Bonds when due, upon written notification by the County Agency to the County Treasurer of the amount of such deficiency, the County Treasurer shall promptly deposit into the Debt Retirement Fund for the Bonds the amount of such deficiency out of general funds of the County. If it becomes necessary for the County to so advance any such moneys, it shall be entitled to reimbursement from any surplus from time to time existing in the fund which said principal and interest are primarily payable, or from any other legally available source. The County recognizes and covenants that its full faith and credit pledge hereunder is a first budget obligation, and, to the extent necessary to provide funds to meet such pledge herein provided, it is obligated to levy ad valorem taxes against the taxable property in the County, which taxes, however, shall be subject to statutory and constitutional limitations.

13. The County Agency is hereby directed, after the sale of the Bonds herein authorized, to open an appropriate depository account to be designated DEBT RETIREMENT FUND - INGHAM COUNTY TOBIAS/LINN SEWER SYSTEM (CITY OF WILLIAMSTON) BONDS, sometimes referred to herein as the "Debt Retirement Fund," with a bank or trust company to be designated by the County Agency or the County Treasurer, as the case may be. The County Agency or the County Treasurer, as the case may be shall deposit into the Debt Retirement Fund any accrued interest received upon delivery of the Bonds and all Contractual Payments as received. In addition, any advances made by the County pursuant to Section 12 of this resolution shall be deposited to the Debt Retirement Fund. The moneys from time to time on hand in the Debt Retirement Fund shall be used solely and only for the payment of the principal of and interest on the Bonds, or, to the extent of any surplus, to reimburse the County for any advances made pursuant to Section 12 hereof. The County shall have the right to invest moneys in the Debt Retirement Fund as provided in the Contract, which investments may be in obligations other than those of the depository bank or trust company.

14. Nothing contained in this resolution or the Contract shall be construed to prevent the County from issuing additional bonds under the provisions of Act 342 for any of the purposes authorized by Act 342, but any such bonds shall in no way have any lien on or be payable out of the Contractual Payments pledged to the payment of the Bonds of this authorized issue, except such additional bonds as may be necessary may be issued to complete the Sewer Improvements pursuant to the authorization provided in the Contract.

15. The proceeds of the sale of the Bonds shall be deposited in a special depository account in a bank to be designated by the County Agency, said account to be designated "INGHAM COUNTY TOBIAS/LINN SEWER SYSTEM (CITY OF WILLIAMSTON) CONSTRUCTION FUND" (hereinafter referred to as the "Construction Fund"). The moneys from time to time in the Construction Fund shall be used solely and only to pay costs of

acquiring and constructing the Sewer Improvements. Any accrued interest and premium paid at the time of delivery of the Bonds shall be deposited into the Debt Retirement Fund established under the provisions of Section 13 of this resolution.

BOND FORM

16. The Bonds shall be in substantially the following form with such revisions, additions and deletions as may be advisable or necessary to comply with the final terms of the Bonds established upon sale thereof:

Registered

United States of America
State of Michigan

COUNTY OF INGHAM
INGHAM COUNTY TOBIAS/LINN SEWER SYSTEM
(CITY OF WILLIAMSTON) BOND
(GENERAL OBLIGATION LIMITED TAX)

<u>Interest Rate</u>	<u>Date of Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
____%	_____ 1, ____	_____, 2002	

Registered Owner:

Principal Amount: _____ (\$_____) Dollars

The County of Ingham, State of Michigan (the "County"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on _____ 1, 2002, and semiannually thereafter. Principal of this bond is payable at the _____ office of _____, Michigan, or such other paying agent as the County may hereafter designate by notice mailed to the Registered Owner hereof not less than sixty (60) days prior to any interest payment date (the "Paying Agent"). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the payment date as shown on the registration books of the County maintained by the Paying Agent, by check or draft mailed to the Registered Owner at the registered address.

This bond is payable primarily from the proceeds of contractual payments to be paid by City of Williamston (the "City"), located in the County of Ingham, Michigan, to the Drain Commissioner, as County Agency acting for and on behalf of the County, pursuant to a certain amended contract between the County and the City, whereby the Drain Commissioner, as County Agency on behalf of the County, is to construct sewer system improvements to service the City, the system being designated as "Ingham County Tobias/Linn Sewer System (City of Williamston)." By the provisions of the contract and pursuant to the authorization provided by law, the City has pledged its full faith and credit for the payment of its contractual payments. The County has irrevocably pledged to the payment of this bond the total contractual payments, which said total payments are established in the amount required to pay the principal of and interest on this bond when due. As additional security for the payment of this bond, the County, pursuant to the provisions of Act 342, Public Acts of Michigan, 1939, as amended, and a vote of at least a majority of the members-elect of its Board of Commissioners, has pledged its full faith and credit for the prompt payment of the principal of and interest hereon. The full faith and credit pledges of the City and of the County are limited tax general obligations of each severally, and each is required to pay its respective debt service commitments on this bond as a first budget obligation from its general funds, including the collection of any ad valorem taxes which each is authorized to levy. However, the ability of the City to levy such taxes is subject to applicable constitutional, statutory and charter tax limitations, and the ability of the County to levy such taxes is subject to applicable constitutional and statutory tax limitations.

This bond is one of a total authorized issue of bonds of even Date of Original Issue, aggregating the principal sum of \$ _____, issued pursuant to a resolution duly adopted by the Board of Commissioners of the County on _____, 2002, and under and in full compliance with the Constitution and statutes of the State of Michigan, including specifically Act 342, Public Acts of Michigan, 1939, as amended, for the purpose of paying costs of constructing sewer system improvements to service the City. For a complete statement of the funds from which and the conditions under which this bond is payable, and the general covenants and provisions pursuant to which this bond is issued, reference is made to the above described resolution.

Bonds of this issue maturing in the years 2004 to 2012, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 of this issue maturing in the years 2013 and thereafter shall be subject to redemption prior to maturity, at the option of the County, in such order as the County shall determine and within any maturity by lot, on any interest payment date on or after May 1, 2012 at par and accrued interest to the date fixed for redemption.

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

Notice of redemption shall be given to the registered owners of bonds or portions thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. Bonds or portions thereof so called for redemption shall not bear interest after the date fixed for

redemption, whether presented for redemption or not, provided funds are on hand with the Paying Agent to redeem said bonds or portions thereof.

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

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

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

IN WITNESS WHEREOF, the County of Ingham, State of Michigan, by its Board of Commissioners, has caused this bond to be signed in the name of the County [by] / [with the facsimile signatures of] the Chairperson of the Board of Commissioners and the County Clerk and the County seal or a facsimile thereof to be [manually impressed/printed], all as of the Date of Original Issue.

COUNTY OF INGHAM, Michigan

[manual or facsimile
By signature to appear here]
Chairperson of the Board of Commissioners

(Seal)

Countersigned:

[manual or facsimile
By signature to appear here]
County Clerk

[FORM OF PAYING AGENT'S CERTIFICATE OF AUTHENTICATION]

Date of Registration:

CERTIFICATE OF AUTHENTICATION

This bond is [one of the bonds described in the within-mentioned resolution.]/ [valid and authentic].

_____,

Paying Agent

By _____
Authorized Signature

[INSERT STANDARD FORM OF ASSIGNMENT]

AGREEMENTS WITH BONDHOLDERS

17. The provisions of this resolution, together with the Contract, shall constitute a contract between the County and the holder or holders of the Bonds from time to time, and after the issuance of such Bonds no change, variation or alteration of the provisions of this resolution and the Contract may be made which would lessen the security for the Bonds. The provisions of this resolution and the Contract shall be enforceable by appropriate proceedings taken by such holder either at law or in equity.

18. The County covenants and agrees with the successive holders of the Bonds that as long as any of the Bonds remain outstanding and unpaid as to either principal or interest:

(a) The County and the County Agency will punctually perform all of their obligations and duties under this resolution and the Contract, including all collection, segregation and application of the Contractual Payments in the manner required by the provisions of this resolution.

(b) The County and the County Agency will apply and use the proceeds of the sale of the Bonds for the purposes and in the manner required by the Contract and this resolution. The County and the County Agency will maintain and keep proper books of record and account relative to the application of funds for the construction of the Project and the Contractual Payments received pursuant to the Contract or monies advanced by the County. Not later than three (3) months after the end of each year, the Drain Commissioner shall cause to be prepared a statement, in reasonable detail, sworn to by its chief accounting officer, showing the application of the proceeds of the sale of the Bonds, the cash receipts from the Contractual Payments or monies advanced by the County during such year, and the application thereof, and such other information as may be necessary to enable any taxpayer or any holder or owner of the Bonds, or anyone acting in their behalf, to be fully informed as to all matters pertaining to the construction of the Project and application of funds therefor or for the payment of Bonds during such year. A certified copy of said statement shall be filed with the County Controller, the County Treasurer and the Treasurer of the City.

(c) The County shall not invest, reinvest or accumulate any moneys deemed to be proceeds of the Bonds pursuant to the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), in such a manner as to cause the Bonds to be "arbitrage Bonds" within the meaning of the Internal Revenue Code and such applicable regulations. The County and the County Agency each hereby covenants that, to the extent permitted by law, it will take all actions within its control and that it shall not fail to take any action as may be necessary to maintain the exemption of interest on the Bonds from gross income for federal income tax purposes, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Bond proceeds and moneys deemed to be proceeds of the Bonds, all as more fully set forth in the Non-Arbitrage and Tax Compliance Certificate to be delivered by the County Agency on behalf of the County with the Bonds.

STATE TREASURY APPROVAL AND SALE OF BONDS

19. The County Agency is hereby designated, for and on behalf of the County, to notify the Michigan Department of Treasury of the County's intent to issue the Bonds, to pay the related fee from funds of the County Agency or from the City, and to request an order providing an exception for the Bonds from prior approval by the Department of Treasury, or, if an exception is not available, an order of prior approval to issue the Bonds.

20. The County Agency is hereby designated, for and on behalf of the County, to fix a date of sale for the Bonds and to publish the Notice of Sale of the Bonds in *The Bond Buyer*, New York, New York, or other legally authorized newspaper. The Notice of Sale for the Bonds shall be in substantially the following form, with such revisions as the County Agency, in consultation with City officials, bond counsel and the financial advisor, may determine to be in the best interests of the County and the City including, if appropriate, purchase of the credit enhancements, and reducing the amount of Bonds sold and/or delivered if the County Agency in consultation with the City determines that the full amount thereof is not necessary to complete the Sewer Improvements.

OFFICIAL NOTICE OF SALE

§ _____
 COUNTY OF INGHAM, STATE OF MICHIGAN
 INGHAM COUNTY TOBIAS/LINN SEWER SYSTEM
 (CITY OF WILLIAMSTON) BONDS
 (GENERAL OBLIGATION LIMITED TAX)

BIDS for purchase of the above bonds will be received at the office of the Ingham County Drain Commissioner, 700 Buhl Avenue, Mason, Michigan 48854 on _____, _____, 2002, until __:00 __.m., prevailing Eastern Time, at which time and place the bids will be publicly opened and read. Sealed bids will also be received on the same date and until the same time by an agent of the undersigned at the offices of the Municipal Advisory Council of Michigan, 1445 First National Building, Detroit, Michigan 48226, when, simultaneously, the bids will be opened and read.

FAXED BIDS, signed by the bidder, may be submitted to the Ingham County Drain Commissioner by fax at fax number (517) ____-____, attention: _____, or by members of the Municipal Advisory Council of Michigan at fax number (313) 963-0943; **provided that** faxed bids must arrive before the time of sale and the bidder bears all risks of transmission failure, and that a good faith deposit must be made as described in the section captioned "GOOD FAITH" below.

ELECTRON BIDS will also be received on the same date and until the same time by an agent of the undersigned, Bidcomp/Parity. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or Client Services, 395 Hudson Street, New York, New York 10014, (212) 806-8304. **NO ELECTRONIC BIDS WILL BE ACCEPTED UNLESS THE BIDDER HAS SUBMITTED A FINANCIAL SURETY BOND OR GOOD FAITH CHECK IN THE AMOUNT REQUIRED HEREIN.** If any provision of this Notice of Sale shall conflict with information provided by Bidcomp/Parity as the approved provider of electronic bidding services, this Notice of Sale shall control.

Bidders may choose any means or location to present a bid, but may present a bid at only one location. The Drain Commissioner acting on behalf of the County will award or reject bids on that date.

BOND DETAILS: The bonds will be registered bonds of the denomination of \$5,000 or integral multiples thereof up to the amount of a single maturity, dated March 1, 2002, and will bear interest from their date payable on November 1, 2002, and semiannually thereafter.

The bonds will mature annually on _____ 1 as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2004	\$30,000	2014	\$80,000
2005	35,000	2015	90,000
2006	40,000	2016	100,000
2007	45,000	2017	110,000

2008	50,000	2018	120,000
2009	55,000	2019	130,000
2010	60,000	2020	140,000
2011	65,000	2021	150,000
2012	70,000	2022	155,000
2013	75,000		

OPTIONAL PRIOR REDEMPTION: Bonds maturing in the years 2004 to 2012, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the years 2013 and thereafter shall be subject to redemption prior to maturity, at the option of the County, in such order as the County shall determine and within any maturity by lot, on any interest payment date on or after May 1, 2012, at par and accrued interest to the date fixed for redemption.

Notice of redemption of any bond or portion thereof shall be given by the transfer agent at least thirty (30) days prior to the date fixed for redemption by mail to the registered owner at the registered address shown on the registration books kept by the paying agent. Bonds shall be called for redemption in multiples of \$5,000 and any bond of a denomination of more than \$5,000 shall be treated as representing the number of bonds obtained by dividing the denomination of the bond by \$5,000 and such bond may be redeemed in part. Notice of redemption for a bond redeemed in part shall state that upon surrender of the bond to be redeemed a new bond or bonds in aggregate principal amount equal to the unredeemed portion of the bonds surrendered shall be issued to the registered owner thereof. No further interest on a bond or portion thereof called for redemption shall accrue after the date fixed for redemption, whether presented for redemption or not, provided funds are on hand with the paying agent to redeem the bond or portion thereof.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at a rate or rates not exceeding 8% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. The interest on any one bond shall be at one rate only. 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.** The difference between the highest and lowest interest rate on the bonds shall not exceed two percent (2%). No proposal for the purchase of less than all of the bonds or at a price less than 98.75% of their par value will be considered.

BOOK-ENTRY-ONLY: 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 bondholder and 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. The book-entry-only system is described further in the preliminary Official Statement for the bonds. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility

shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the bonds.

PAYING AGENT AND REGISTRATION: Principal shall be payable at the corporate trust office of _____, located in _____, Michigan, or such other paying agent as the County may hereafter designate by notice mailed to the registered owner not less than 60 days prior to any interest payment date. As long as The Depository Trust Company or its nominee, Cede & Co., is the bondholder, payments will be made directly to DTC. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the bonds is the responsibility of the DTC Participants and Indirect Participants as described in the preliminary Official Statement for the bonds. Interest shall be paid by check or draft mailed to the registered owner of record as shown on the registration books kept by the paying agent as of the 15th day of the month prior to an interest payment date. The bonds will be transferred only upon the registration books of the County kept by the paying agent.

PURPOSE AND SECURITY: The bonds are to be issued under the provisions of Act 342, Public Acts of Michigan, 1939, as amended ("Act 342"), and pursuant to a resolution duly adopted by the majority of the members elect of the Board of Commissioners of the County for the purpose of paying costs of construction of sewer system improvements in the City of Williamston (the "City").

The bonds are issued in anticipation of, and are payable primarily from, certain specified contractual payments to be paid by the City to the County pursuant to a certain contract between the County and the City. By the provisions of said contract and pursuant to the authorization provided by law, the City has pledged its limited tax full faith and credit for the payment of the contractual obligations. The County has irrevocably pledged to the payment of said bonds the total contractual payments, which payments are payable at such times and are established in such amounts as are required to pay the entire principal of and interest on the bonds promptly when due.

As additional security for the payment of the bonds and the interest thereon, the County, as authorized by law, has pledged its full faith and credit for the prompt and timely payment thereof, should the City's contractual payments prove insufficient for any reason.

The full faith and credit pledges of the City and the County are a limited tax general obligation of each and the City and the County are required to pay their respective debt service commitments on the bonds as a first budget obligation from their respective general funds, including the collections of any ad valorem taxes which each is authorized to levy. However, the ability of the City to levy such taxes is subject to applicable constitutional, statutory and charter tax limitations and the ability of the County to levy such taxes is subject to applicable constitutional and statutory tax rate limitations.

The rights and remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by application of general principles of equity including those relating to equitable subordination.

[MICHIGAN PROPERTY TAX REFORM (To be supplied at time of publication)]

TAX MATTERS: In the opinion of bond counsel, assuming compliance with certain covenants, interest on the bonds is excluded from gross income for federal income tax purposes as described in the opinion, and the bonds and interest thereon are exempt from all taxation in the State of Michigan except inheritance and estate taxes and taxes on gains realized from the sale, payment or other disposition thereof. The successful bidder will be required to furnish, prior to the delivery of the bonds, a certificate in a form acceptable to bond counsel as to the "issue price" of the bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended.

NOT "QUALIFIED TAX EXEMPT OBLIGATIONS": The County has **not** designated the bonds as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions.

GOOD FAITH: A certified or cashier's check drawn upon an incorporated bank or trust company or a Financial Surety Bond in the amount of two percent (2%) of the principal amount of the bonds and payable to the order of the County Treasurer is required for each bid as a guarantee of good faith on the part of the bidder, to be forfeited as a portion of the County's damages if such bid be accepted and the bidder fails to take up and pay for the bonds. If a check is used, it must accompany each bid. If a Financial Surety Bond is used, it must be from an insurance company licensed to issue such a bond in the State of Michigan and such bond must be submitted to the County's Financial Consultant prior to the opening of the bids. The Financial Surety Bond must identify each bidder whose good faith deposit is guaranteed by such Financial Surety Bond. If the bonds are awarded to a bidder utilizing a Financial Surety Bond, then that purchaser (the "Purchaser") is required to submit its good faith deposit to the County or the County's Financial Consultant in the form of a cashier's check (or wire transfer such amount as instructed by the County or its Financial Consultant) not later than Noon, prevailing Eastern Time, on the next business day following the award. If such good faith deposit is not received by that time, the Financial Surety Bond may be drawn by the County to satisfy the good faith deposit requirement. The good faith deposit will be applied to the purchase price of the bonds. In the event the Purchaser fails to honor its accepted bid, the good faith deposit will be retained by the County. No interest shall be allowed on the good faith checks and checks of the unsuccessful bidders will be returned to each bidder's representative or by mail. The good faith check of the successful bidder will be cashed and payment for the balance of the purchase price of the bonds shall be made at the closing.

AWARD OF BONDS: The bonds will be awarded to the bidder whose bid produces the lowest interest cost computed by determining, at the rate or rates specified in the bid, the total dollar value of all interest on the bonds from _____ 1, 2002, to their maturity and deducting therefrom any premium or adding thereto any discount.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit and Lansing, Michigan, which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C., 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 above bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed 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 documents, statements or materials. In submitting a bid for the bonds, the bidder agrees to the representation of the County by Miller, Canfield, Paddock and Stone, P.L.C. as bond counsel.

DELIVERY OF BONDS: The County will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser to DTC in New York, New York. The usual closing documents, including 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 in which event the County shall promptly return the good faith deposit. Payment for the bonds shall be made in immediately available funds. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery.

BOND INSURANCE AT PURCHASER'S OPTION: If the bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the bonds. Any increased costs of issuance of the bonds resulting from such purchase of insurance shall be paid by the purchaser, except that, if the County has requested and received a rating on the bonds from a rating agency, the County will pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser of the insurance. **FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE COUNTY.**

CUSIP NUMBERS: CUSIP numbers will be printed on the bonds at the County's expense, but neither the failure to print such numbers on any bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser of the bonds to accept delivery of and pay for the bonds in accordance with terms of the purchase contract. The CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of and shall be paid for by the purchaser of the bonds.

OFFICIAL STATEMENTS: A copy of the Official Statement relating to the bonds may be obtained by contacting Stauder, Barch & Associates, Inc. at the address referred to below. The Official Statement is in a form deemed final by the County for purposes of paragraph (b)(1) of SEC Rule 15c-12 promulgated by the Securities and Exchange Commission, but is subject to revision, amendment and completion in a final Official Statement.

After the award of the bonds, the County will provide on a timely basis a reasonable number of a final Official Statement, as that term is defined in paragraph (f)(3) of SEC Rule 15c-12, at the

expense of the County (and such additional copies of the final Official Statement as reasonably requested by, and at the expense of, the successful bidder or bidders) to enable the successful bidder or bidders to comply with paragraph (b)(4) of SEC Rule 15c-12 and the rules of the Municipal Securities Rulemaking Board. Requests for such additional copies of the final Official Statement shall be made to Stauder, Barch & Associates, Inc. within 24 hours of the award of the bonds.

CONTINUING DISCLOSURE: The County and the City have each agreed by resolution to provide or cause to be provided, in accordance with the requirements of SEC Rule 15c-12, (i) on or prior to the last day of the sixth month after the end of its fiscal year, commencing for the County with the fiscal year ended December 31, 2001, and for the City with the fiscal year ending June 30, 2002, certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the bonds, (ii) timely notice of the occurrence of certain material events with respect to the bonds and (iii) timely notice of a failure by the County or the City, as applicable, to provide the required annual information on or before the dates specified in (i) above.

FINANCIAL CONSULTANT: Further information with respect to the bonds may be obtained from Stauder Barch & Associates, Inc., 3989 Research Park Drive, Ann Arbor, Michigan 48108; telephone (734) 668-6688, facsimile (734) 668-6723.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES containing the bids should be plainly marked "Proposal for Ingham County Tobias/Linn Sewer System (City of Williamston) Bonds."

Patrick E. Lindemann, Drain Commissioner
County of Ingham, State of Michigan

21. The County hereby directs the County Agency to prepare and circulate a Preliminary Official Statement describing the Bonds and to deem such Preliminary Official Statement "final" for purposes of compliance with Securities and Exchange Commission Rule 15c2-12. After sale of the Bonds, the County Agency shall prepare a final Official Statement for delivery to the initial purchasers of the Bonds.

22. The County hereby directs the Drain Commissioner to request ratings for the Bonds and, if recommended by the Financial Advisor, to qualify the Bonds for municipal bond insurance, and if the Financial Advisor recommends that the County consider purchase of municipal bond insurance, then the County Agency is hereby authorized and directed to negotiate with insurers regarding acquisition of municipal bond insurance, and to select an insurer and determine which Bonds, if any, shall be insured.

23. The County hereby agrees to enter into a Continuing Disclosure Undertaking in order to enable the underwriters of the Bonds to comply with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission. In the Continuing Disclosure Undertaking the County shall agree to provide or cause to be provided, (i) certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, (ii) timely notice of the occurrence of certain material events with respect to the bonds, and (iii) timely notice of a failure by the County to provide the required annual financial information on or before the date required in the Continuing Disclosure Agreement. The County Agency is authorized to execute and deliver a Continuing Disclosure Undertaking on behalf of the County with respect to issuance of the Bonds. The Continuing Disclosure Undertaking shall be in substantially the form as the County Agency shall, in consultation with bond counsel, determine to be appropriate.

24. The County Agency is hereby authorized on behalf of the County, subject to the provisions and limitations of this resolution, to award sale of the Bonds to the bidder whose bid produces the lowest interest cost computed in compliance with the terms of the Notice of Sale, which bid shall comply with the requirements for bids specified in the Notice of Sale and shall be within the limitations contained in this resolution.

The Bonds shall bear interest at a rate or rates not exceeding 8.00% per annum. The purchase price for the Bonds, exclusive of any original issue discount, shall not be less than 98.75% of the principal amount of the Bonds. In making such determinations the County Agency is authorized to rely upon data and computer runs provided by the Municipal Advisory Council of Michigan or the Financial Advisor.

MISCELLANEOUS

25. The Drain Commissioner, any Deputy Drain Commissioner, the County Controller, the County Treasurer, and the other officers, administrators, agents and attorneys of the County are authorized and directed to take all other actions necessary and to facilitate issuance and sale of the Bonds, including preparation of a preliminary official statement and final official statement regarding the Bonds, and to execute and deliver all other agreements,

documents and certificates and to take all other actions necessary or convenient to complete the issuance and delivery of the Bonds in accordance with this resolution.

26. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are repealed.

27. This resolution shall become effective immediately upon its passage.

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the County Board of Commissioners of the County of Ingham, Michigan at a regular meeting held on January 22, 2002, at 7:30 o'clock p.m. prevailing Eastern Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

I further certify that the following Commissioners were present at said meeting:

and that the following Commissioners were absent:

_____.

I further certify that Commissioner _____ moved for adoption of said resolution and that Commissioner _____ supported said motion.

I further certify that the following Commissioners voted for adoption of said resolution:

and that the following Commissioners voted against adoption of said resolution:

_____.

I further certify that the Commissioners voting for adoption of said resolution constitute at least a majority of the Members-elect of the Board of Commissioners.

County Clerk

Introduced by the Administrative Services/Personnel and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION CONDITIONALLY AGREEING TO THE REQUEST OF THE CITY OF WILLIAMSTON TO PROVIDE FINANCING AND PROJECT OVERSIGHT FOR A SEWER PROJECT INVOLVING THE RECONSTRUCTION OF LYNN ROAD IN CONJUNCTION WITH IMPROVEMENTS TO THE TOBIAS DRAIN

RESOLUTION #01-100

WHEREAS, in February, 2001 the City of Williamston requested the county's assistance in financing and constructing a road improvement in conjunction with a drain project about to be undertaken by the Drain Commissioner; and

WHEREAS, the County has assisted municipalities with public works projects in the past, utilizing PA 342 of 1939, as amended (PA342); and

WHEREAS, the County has been advised by bond counsel that the project may be undertaken, utilizing PA 342; and

WHEREAS, since this project would be undertaken in conjunction with a drain project, designating the Drain Commissioner as the County Agent seems most appropriate; and

WHEREAS, all associated costs are to be the responsibility of the City of Williamston.

THEREFORE BE IT RESOLVED, that the Board of Commissioners gives its conditional approval to approving the request of the City of Williamston, subject to the following:

- Agreement by the Drain Commissioner to undertake the financing and construction of the project, as County Agent, as provided by PA 342;
- Explanation satisfactory to the County Board of Commissioners as to how the City of Williamston intends to pay their obligations, should an agreement under Act 342 be approved;
- Approval by the City of Williamston and the Ingham County Board of Commissioners of any formal resolutions and contracts required by PA 342, including a commitment by the City of Williamston to pay all costs associated with the financing and construction of the project.
-

BE IT FURTHER RESOLVED, that the Board of Commissioners informs the Drain Commissioner of its intent to appoint him as County Agent for this project, provided he is in agreement to undertake the responsibility.

BE IT FURTHER RESOLVED, that if the Drain Commissioner is in agreement to undertake this responsibility, he is to proceed with obtaining the necessary formal resolutions and contracts as required by PA 342.

ADMINISTRATIVE SERVICES/PERSONNEL: Yeas: Stid, Celentino, Minter, Swope

Nays: None **Absent:** De Leon **Approved 4/3/01**

FINANCE: Yeas: Hertel, Schafer, Minter, Swope, Lynch, Krause

Nays: None **Absent:** Czarnecki **Approved 4/4/01**

Agenda Item 2b

Founded in 1852
by Sidney Davy Miller

Sidney T. Miller (1864-1940)
George L. Canfield (1866-1928)
Lewis H. Paddock (1866-1935)
Ferris D. Stone (1882-1945)

DONALD W. KEIM
TEL: (313) 496-7517
FAX: (313) 496-8450
E-MAIL: keim@millercanfield.com

MILLER CANFIELD

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

150 West Jefferson, Suite 2500
Detroit, Michigan 48226
TEL: (313) 963-6420
FAX: (313) 496-7500
www.millercanfield.com

January 7, 2002

Mr. Gerald W. Ambrose
Controller
Ingham County
Courthouse
315 South Jefferson
PO Box 319
Mason, MI 48854

Re: Not to Exceed \$4,000,000 Tobias Linn Road Branch Drain Drainage District
Bonds

Dear Jerry:

In addition to the County bonds issued pursuant to 1939 PA 342, it will also be necessary to issue drain bonds to pay the bulk of the costs of the Tobias-Linn Road Branch Drain improvements. These bonds will be issued at about the same time as the 342 bonds.

Therefore it is necessary to obtain the approval of the County Board to the enclosed resolution. The resolution accomplishes two purposes. First it records the County's commitment to back the drain bonds with the County's limited tax full faith and credit. This is customary with drain bonds as you know. Otherwise the bonds would be payable only from special assessments on the benefited properties in the drainage district and from assessments on various governmental units. It is also needed in order to provide the secondary security that makes it feasible to sell the drain bonds based upon the County's credit rating.

The second purpose of the resolution is to authorize filing with the Michigan Department of Treasury for an order with respect to the drain bonds. The intention is to file with Treasury for an Order Providing Exception for the drain bonds at the same time that the filing is made for the 342 bonds.

MICHIGAN: Ann Arbor
Detroit • Grand Rapids
Howell • Kalamazoo
Lansing • Monroe • Troy

New York, N.Y.
Washington, D.C.
POLAND: Gdynia
Katowice • Warsaw

AFFILIATED OFFICE:
Pensacola, FL

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Mr. Gerald W. Ambrose

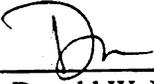
-2-

January 7, 2002

If you have any questions, please do not hesitate to call.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By:  _____
Donald W. Keim

Enclosure

cc: Patrick E. Lindemann
Paul Pratt
Paul Stauder
Maureen Turner
Jan Lazar
Syvette Donald

DELIB:2288652.1\042951-00015

RESOLUTION AUTHORIZING FILING WITH TREASURY

County of Ingham
State of Michigan

WHEREAS, Act 40, Public Acts of Michigan, 1956, as amended (the "Drain Code"), authorizes any county to pledge its full faith and credit for the payment of obligations issued thereunder, if the Board of Commissioners of the county has adopted a resolution by a majority vote of its members-elect to that effect; and

WHEREAS, pursuant to the Drain Code proceedings are being carried out by the Ingham County Drain Commissioner for the financing of the cleaning, widening, deepening, straightening and extending of an intracounty drainage project designated as the TOBIAS LINN ROAD BRANCH DRAIN, said project having been determined to be necessary for the public health; and

WHEREAS, pursuant to the authorization provided in the Drain Code, the Drain Commissioner, by order, expects to authorize and provide for the issuance of bonds payable from the collection of said special assessments against the Board of County Road Commissioners of the County of Ingham, the City of Williamston, the Township of Wheatfield, the Township of Williamstown and the benefited lands included in the Tobias Linn Road Branch Drain Drainage District, said bonds to be designated DRAINAGE DISTRICT BONDS (General Obligation Limited Tax) (the "Bonds") in the aggregate principal amount of not to exceed \$4,000,000, to provide funds to pay part of the costs of the project; and

WHEREAS, the said drainage project is immediately necessary to protect and preserve the public health, and it is to the best interest of the County of Ingham that the Bonds be secured by a pledge of the full faith and credit of the County, as authorized by the provisions of the Drain Code in order to be sold at the lowest and most favorable interest cost possible; and

WHEREAS, prior to issuance of bonds the Drain Commissioner on behalf of the Drainage District must either receive prior approval of the Bonds from the Department of Treasury of the State of Michigan (the "Department") and receive any order for waivers, if necessary, or be exempt from prior approval as provided in Chapter III, Section 11 of Act 202, Public Acts of Michigan, 1943, as amended; and

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

1. The Chairperson of the Board of Commissioners, the County Treasurer, the County Controller and any designee of the County Controller each individually is authorized to notify the Department of the County's intent to participate with the Drain Commissioner in the issuance of the Bonds and to request from the Department an order providing an exception for the Bonds from prior approval.

2. That all resolutions and parts of resolution insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of Ingham, Michigan, at its regular meeting held on January 22, 2002, at _____ o'clock p.m., Eastern Standard Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

I further certify that the following Commissioners were present at said meeting _____ and that the following Commissioners were absent _____.

I further certify that Commissioner _____ moved adoption of said resolution and that Commissioner _____ supported said motion.

I further certify that the following Commissioners voted for adoption of said resolution: _____, and that the following Commissioners voted against adoption of said resolution: _____.

County Clerk

DELIB:2281608.3\042951-00015

FULL FAITH AND CREDIT RESOLUTION

County of Ingham
State of Michigan

WHEREAS, Act 40, Public Acts of Michigan, 1956, as amended (the “Drain Code”), authorizes any county to pledge its full faith and credit for the payment of obligations issued thereunder, if the Board of Commissioners of the county has adopted a resolution by a majority vote of its members-elect to that effect; and

WHEREAS, pursuant to the Drain Code proceedings have been carried out by the Ingham County Drain Commissioner for the construction and financing of an intracounty drainage project designated as TOBIAS-LINN ROAD BRANCH DRAIN, said project having been determined to be necessary for the public health; and

WHEREAS, pursuant to said proceedings, a special assessment roll has been or will be prepared and duly confirmed by the Drain Commissioner in the aggregate principal amount of not to exceed \$4,000,000, being the amount of total estimated financed share cost of the project, which assessments are payable in annual installments over a period of twenty (20) years, commencing 2003, by the City of Williamston, the Township of Wheatfield, the Township of Williamstown, the Board of County Road Commissioners of the County of Ingham, and benefited lands, according to apportionments to be duly determined by the Drain Commissioner acting pursuant to Section 262 of the Drain Code, said installments bearing interest at such rate of interest as may be necessary to pay interest on obligations payable therefrom; and

WHEREAS, pursuant to the authorization provided in the Drain Code, the Drain Commissioner, by order, will authorize and provide for the issuance of bonds payable from the collection of said special assessments against the the City of Williamston, the Township of Wheatfield, the Township of Williamstown, the Board of County Road Commissioners of the County of Ingham and the benefited lands on said Roll, said bonds being designated 2002 DRAINAGE DISTRICT BONDS (GENERAL OBLIGATION LIMITED TAX) (the “Bonds”), in the aggregate principal amount of not to exceed \$4,000,000, to provide funds to pay part of the costs of the project; and

WHEREAS, the said drainage project is immediately necessary to protect and preserve the public health, and it is to the best interest of the County of Ingham (the “County”) that the Bonds, in order to be sold at the lowest and most favorable interest cost possible to obtain, be secured by a pledge of the full faith and credit of the County as authorized by the Section 276 of the Drain Code;

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

Agenda Item 2c

1. That pursuant to the authorization provided in the Drain Code the Board of Commissioners of the County does hereby irrevocably pledge the full faith and credit of the County for the prompt payment of the principal of and interest on the Bonds when due, and pursuant to said pledge, in the event that the collection of special assessments on said roll is insufficient to pay the Bonds or interest thereon when due, the amount unpaid shall be promptly advanced from County funds as a first budget obligation, and the County Treasurer is directed to immediately make such advancement to the extent necessary.

2. That in the event that pursuant to said pledge of its full faith and credit the County advances out of County funds all or any part of said installments and interest, it shall be the duty of the County Treasurer, for and on behalf of the County, to take all actions and proceedings and pursue all remedies permitted or authorized by law for the reimbursement of such sums so paid, including without limitation the reassessment by the Drain Commissioner of the special assessment roll as provided in Section 276 of the Drain Code.

3. That all resolutions and parts of resolution insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

RESOLUTION DECLARED ADOPTED

Agenda Item 2c

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners of the County of Ingham, Michigan, at its regular meeting held on January 22, 2002, at 7:30 o'clock p.m., Eastern Standard Time, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meeting Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

I further certify that the following Commissioners were present at said meeting

_____ and that the following Commissioners were absent

_____.

I further certify that Commissioner _____ moved adoption of said resolution and that Commissioner _____ supported said motion.

I further certify that the following Commissioners voted for adoption of said resolution:

_____, and that the following Commissioners voted against adoption of said resolution:

_____.

County Clerk

DELIB:2282311.2\042951-00015

RESOLUTION STAFF REVIEW

DATE January 9, 2002

Agenda Item Title Resolution for Ingham County Circuit Court - Family Division to Enter into a Memorandum of Understanding with Ingham County FIA to Enhance the Intensive Neglect Services Program and to Transfer Four F.T.E.'s to the Child Care Fund

Submitted by: Circuit Court/Family Division

Committees: Ad.Ser/Per. *, H.S. , Law & Cts. *, Finance *

Summary of Proposed Action

This resolution will authorize the approval between the Ingham County FIA and Ingham County Circuit Court - Family Division, a process and protocol to transfer several hundred court cases between the two organizations by June 1, 2002 as outlined in a Memorandum of Understanding (see attached)

This will also transfer 4 FTE's from the general fund to the CCF.

Financial Implications

This is part of the Resolution Authorizing Amendments to the 2002 Budget and will save approximately \$154,933 this fiscal year. This should also save money in the long term year after year with this structural change in the Intensive Neglect Services program.

Other Implications

Staff Recommendation: JA JN X HH

This resolution should be approved.

Agenda Item 3

Introduced by the Law & Courts, Administrative Services/Personnel and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION FOR INGHAM COUNTY CIRCUIT COURT - FAMILY DIVISION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH INGHAM COUNTY FIA TO ENHANCE THE INTENSIVE NEGLECT SERVICES PROGRAM AND TO TRANSFER FOUR F.T.E.'S TO THE CHILD CARE FUND

WHEREAS, Ingham County Circuit Court - Family Division has provided a very successful Intensive Neglect Services Program for 15 years through a combination of funding by Ingham County and the Child Care Fund to prevent either children entering foster care or allowing early return of them from foster care in child protection proceedings; and

WHEREAS, Ingham County Circuit Court - Family Division has seen a significant increase in neglect and abuse petitions which has resulted in children being placed in costly out-of-home care; and

WHEREAS, Ingham County FIA and Ingham County Circuit Court - Family Division has outlined in a Memorandum of Understanding a process and protocol to transfer several hundred court cases between the two organizations by June 1, 2002; and

WHEREAS, Ingham County Circuit Court - Family Division requests approval to transfer fifty percent (50%) of the salary and benefits of the Court Psychologist position to the Child Care Fund. This person facilitates the Adolescent Sexual Offender Program, which is considered an In-Home Care Program by the Child Care Fund, and

WHEREAS, with the Ingham County Board of Commissioners' approval, the Memorandum of Understanding between Ingham County FIA and the Ingham County Circuit Court - Family Division will re-align personnel salaries and benefits from the County General Fund to the State of Michigan Child Care Fund. Due to this personnel shift to the Child Care Fund, the Court was able to meet the 2% reduction request, required because of the Governor's Executive Order for the 2002 budget

THEREFORE BE IT RESOLVED, Ingham County Circuit Court - Family Division's plan be approved by the Ingham County Board of Commissioners to enhance the current Intensive Neglect Services Program to prevent children from entering foster care or returning early from costly long-term foster care.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners approve and allow the Ingham County Circuit Court - Family Division and Ingham County FIA to proceed with the Memorandum of Understanding to transfer neglect and abuse cases between the Court system and Ingham County FIA

Agenda Item 3

BE IT FURTHER RESOLVED, that the Ingham County Circuit Court - Family Division be allowed to transfer 4 positions, including their salaries and benefits, and additional Supervisor's hours, from the Ingham County General Fund to the State of Michigan Child Care Fund.

<u>Position Number</u>	<u>Classification</u>	<u>FTE</u>
PROCRT081	Juvenile Court Officer	1
PROCRT084	Juvenile Court Officer	1
PROCRT065	Juvenile Court Officer	1
PROCRT117	Casework Assistant	.5
PROCRT040	Staff Psychologist	.5

BE IT FURTHER RESOLVED, upon Ingham County Board of Commissioners' approval of the Memorandum of Understanding, this process to transfer neglect and abuse children would start early in February of 2002 and continue until all cases are appropriately reassigned, approximately by June 1, 2002

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 subject to the review and approval as to form by the County Attorney.

BE IT FURTHER RESOLVED, that the Ingham County Circuit Court - Family Division will submit a new Child Care Budget and Plan with FIA to update the program and personnel modifications.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners directs the Controller to make the necessary budget adjustments in the Ingham County Circuit Court - Family Division 2002 budget and changes in the Personnel Allocation list consistent with this resolution.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

INGHAM COUNTY FAMILY INDEPENDENCE AGENCY

And

INGHAM COUNTY 30TH JUDICIAL CIRCUIT COURT - FAMILY DIVISION

And

INGHAM COUNTY BOARD OF COMMISSIONERS

JANUARY 2002

WHEREAS, the Circuit Court Family Division (hereinafter *Court*) is interested to expand their successful in-home *Intensive Neglect Services Program (INS)* in order to strengthen home-based family preservation services for temporary court wards and their families, and to further prevent the reoccurrence of abuse/neglect, and to reduce the length of stay in foster care; and

WHEREAS, the Court is willing to transfer their *Regular Neglect Services* caseload (current and ongoing) to the Ingham County Family Independence Agency (hereinafter *FIA*) in order to redirect resources to the expansion of INS; and

WHEREAS, the FIA is willing and able to assume casework responsibilities for the *Regular Neglect Services* caseload in exchange for additional referral slots to the expanded Court INS program; and

WHEREAS, the Court will provide judicial oversight, via the Family Division Judges, to cases throughout the transfer and transition process, both initially and on an ongoing basis; and

WHEREAS, the Court will optimize alternative funding resources by transferring the 3.5 Regular Neglect FTEs from 100% county general fund to the County Child Care Fund, which has a 50% State match; and

WHEREAS, the Ingham County Board of Commissioners (hereinafter *County*) supports the expansion of the Court INS program and the transfer of the Regular Neglect caseload to FIA; and

WHEREAS, the County is willing to commit sufficient and necessary resources to the Child Care Fund to maintain the Court INS program at its expanded level for year 2002 and annually thereafter, and

WHEREAS, the Court and the County, and FIA, mutually agree to the proposed transition plan and timelines, as follows.

TRANSITION PLAN AND TIMELINES
For the
EXPANDED COURT INTENSIVE NEGLECT SERVICES PROGRAM
And
REGULAR NEGLECT SERVICES CASELOAD TRANSFER

A. The Court will:

1. Provide training to FIA staff prior to the transfer of cases, with the training date tentatively scheduled for Wednesday, February 6, 2002, starting at 9:00 AM, to be held at the Ingham County FIA office.
2. Conduct a progress review before a court referee on each individual case prior to transfer to determine continuing legal status and need for court jurisdiction, or closure or possible transfer to INS program.
3. Conduct a case conference between Court and FIA casework staff for each case proposed for transfer, and arrange for a joint transition home visit with the family, whenever appropriate.
4. Commence the transfer of existing, open cases effective March 4, 2002, following the case conference and a Court progress review.
5. For cases still in "pending adjudication" status, review together with FIA to determine the optimum point of transfer in order to minimize disruption of services to the family.
6. For each case identified for transfer, obtain all necessary court orders assigning "care and supervision" responsibility to FIA. The transfer effective date will be the FIA formal "acceptance date" of the properly executed court order, acknowledged via form 3204, *Youth Acceptance Notice*.
7. Provide FIA with a complete and updated case file and record at time of transfer.
8. Complete the transfer of existing cases by June 1, 2002.
9. Effective March 4, 2002, begin accepting additional referrals from FIA cases to the expanded INS program. Accept at least 60, not to exceed 80, new cases during 2002, which is over and above the existing INS caseload size of 120 child-cases. (It is estimated that 60 to 80 "child-cases" will convert to approximately 25 to 35 "family" cases.)
10. Establish together with FIA, written criteria for referrals to the INS program, by March 4, 2002.
11. Defer and assign new Regular Neglect In-Home Cases to FIA effective February 11, 2002, contingent on FIA filling additional casework positions by this date.
12. Effective February 11, 2002, discontinue accepting "aftercare" cases into the Regular Neglect In-Home program, in which a court ward is returned home from foster care. These cases will continue to be the responsibility of the foster care agency and/or FIA.
13. Provide notice of all scheduled hearing dates and hearing changes to FIA.

Agenda Item 3

B. Ingham County FIA will:

1. Insure FIA staff participates in the court sponsored training on February 6, 2002.
2. Begin to accept the transfer of **open** Regular Neglect Court Ward In-Home Cases effective March 4, 2002, contingent on FIA filling additional casework positions by this date. Each case identified for transfer will first receive a Court progress review and case transition conference between the Court and FIA casework staff. A joint transition home visit will be made with the family, whenever appropriate.
3. Complete the transfer of existing cases by June 1, 2002, contingent on the total number transferred not exceeding 150 child-cases (estimated at 50 to 60 "family" cases).
4. For **transferred open** cases, prepare all subsequent Updated Service Plans (USP) within 90 days of the last progress review and quarterly thereafter. Attend the scheduled six-month progress review hearing for ongoing cases and submit written USP to court at least five working days prior to the scheduled hearing.
5. Commence accepting **new** Court Ward In-Home cases effective February 11, 2002, for "care and supervision", contingent on FIA filling additional casework positions by this date.
6. For each case, provide the Court with the *Youth Acceptance Notice* form 3204 acknowledging the formal "acceptance date" by FIA for "care and supervision" following receipt of the properly executed court order.
7. For all **new** accepted cases, provide the Court with the Initial Service Plan (ISP), Treatment Plan and Service Agreement within five working days prior to the scheduled dispositional hearing.
8. For **new** cases, attend all scheduled review hearings for ongoing cases and submit a written USP to the Court at least five working days prior to the scheduled hearing.
9. File a dismissal petition prior to closing a case or to continue services (with FIA prevention program or ongoing CPS) without continued court jurisdiction of the child.
10. When deemed necessary to remove a court ward from their in-home placement after the dispositional hearing, file an **emergency removal** petition with a judge or attorney-referee. If prior to the dispositional hearing, file **motion to review custody** with any referee.
11. File for a dispositional review hearing before a judge or attorney-referee to change any existing court orders.
12. Establish internal case management procedures to insure **new** "court ward own home" family cases are transitioned timely between CPS Investigation and CPS Ongoing staff.
13. Participate with the Court to establish written criteria for INS referrals to insure timely, sufficient and appropriate family referrals.

Agenda Item 3

C. The Ingham County Board of Commissioners will:

1. Maintain funding levels within the County Child Care Fund budget to adequately sustain the expanded Court INS program in 2002 and subsequent years.
2. Receive reports upon request, but no less than annually as currently provided in the County Child Care Plan, describing the outcomes achieved by the in-home care transition/expansion plan, including but not limited to:
 - Number of successful case closures by FIA and by the Court INS program.
 - Number of children replaced out-of-home while serviced in-home by FIA or the Court INS program.

~ ~ ~

Signatures

The undersigned hereby affirm the participation of their respective organization in the above Memorandum of Understanding.

Honorable Peter D. Houk, Chief Judge 30th Judicial Circuit Court

Date

Honorable Paula J. M. Manderfield, Presiding Judge Family Division

Date

Janice Watkins, Director, Ingham County Family Independence Agency

Date

John Czarnecki, Chairperson, Ingham County Board of Commissioners

Date

Agenda Item 4

RESOLUTION STAFF REVIEW

DATE January 7, 2002

Agenda Item Title: Resolution to Authorize a Three Year Continuation of the Ingham County MSU Extension Network Facilitator and Community Development Agent Position

Submitted by: Cooperative Extension

Committees: Ad.Ser/Per. __*, H.S. __*, Law & Cts. __, Finance __

Summary of Proposed Action

This resolution authorizes the continuation of an MSU Extension Network Center Facilitator and Community Development Agent for a three year period contingent upon the continuation of full funding for employment and operating costs

Financial Implications

The position will be funded through a contract with the City of Lansing (\$25,000 per year for three years) and MSU will pay the fringe benefits and actually employ the position. Ingham County will pay the balance of the operating and salary costs. (\$16,783 is budgeted by Ingham County in this fiscal year for this contract)

Other Implications

This is a collaborative effort on behalf of a number of human service agencies.

Staff Recommendation: JA ___ JN __*__ HH ___

This resolution should be approved.

Agenda Item 4

Introduced by the Human Services, Administrative Services/Personnel and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A THREE YEAR CONTINUATION OF THE INGHAM COUNTY MSU EXTENSION NETWORK FACILITATOR AND COMMUNITY DEVELOPMENT AGENT POSITION

WHEREAS, Resolution #98-276 authorized establishing the Ingham County MSU Extension Network Facilitator and Community Development Agent Position for a three year period; and

WHEREAS, there is continuing need for a professional position to support the City Wide Network Center Advisory Board (NCAB) in its efforts to develop and support several network centers and to assist in building community and individual assets through improved neighborhood organization, educational programs and facilitated access to services; and

WHEREAS, the above professional support has been provided by the Ingham County MSU Extension Network Facilitator and Community Development Agent Position; and

WHEREAS, Ingham County, the City of Lansing, and MSU Extension have cooperated to provide resources to support the Ingham County MSU Extension Network Facilitator and Community Development Agent Position over the past three years; and

WHEREAS, current funding agreements supporting the Ingham County MSU Extension Network Facilitator and Community Development Agent Position will terminate February 28, 2002; and

WHEREAS, there is a desire by Ingham County, the City of Lansing, and MSU Extension to continue to provide resources to support the Ingham County MSU Extension Network Facilitator and Community Development Agent Position; and

WHEREAS, the City of Lansing has indicated an interest in continuing to contribute \$25,000 annually to the salary of the Ingham County MSU Extension Network Facilitator and Community Development Agent Position for an extended three year period; and

WHEREAS, MSU Extension has indicated an interest in providing fringe benefits to support a three year continuation of the Ingham County MSU Extension Network Facilitator and Community Development Agent Position; and

WHEREAS, contingent on \$25,000 matching funds from the City of Lansing and fringe benefit coverage by MSU Extension, Ingham County has allocated \$41,783 to the Ingham County MSU 2002 budget to support salary and operating to continue the Ingham County MSU Extension Network Facilitator and Community Development Agent Position; and

WHEREAS, Ingham County Michigan State University Extension will continue to employ and supervise the Network Center Facilitator and Community Development Agent position.

Agenda Item 4

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the continuation of the MSU Extension Network Center Facilitator and Community Development Agent for a three year period from March 1, 2002 through February 28, 2005, contingent upon the continuation of full funding for employment and operating costs as delineated above.

BE IT FURTHER RESOLVED, that a contract between the City of Lansing and Ingham County be established to receive \$25,000 annually from the City of Lansing for a three year period to go toward employment costs for this position.

BE IT FURTHER RESOLVED, that a memorandum of agreement be established with MSU Extension to provide the salary grant to MSU and to secure the employment of the MSU Extension Network Center Facilitator and Community Development Agent consistent with the terms outlined above.

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

Agenda Item 5

RESOLUTION STAFF REVIEW

DATE January 7, 2002

Agenda Item Title Resolution to Authorize Changes in the Health Department Staffing and Budget

Submitted by Health Department

Committees: Ad.Ser/Per.* , H.S.* , Law & Cts. _ , Finance*

Summary of Proposed Action (see attached letter of explanation)

This resolution will authorize several adjustments in positions in the Health Department as outlined in the attached communication.

Financial Implications

There are no increased costs to the General Fund according to the Health Department although one of the proposed changes will result in increased annual costs, the Health Department has committed to securing additional revenue to pay for the increase. (A vacant Billing and Reporting Clerk, UAW TOPS D position being converted to an Accountant, ICEA PRO 07 position. The additional cost of this change, approximately \$10,000 during 2002 and \$15,000 per year after three years, will be earned from additional revenue through the contractual relationships with other communities.) In addition this resolution will create a new HumanServices/Grant Coordinator (M-10) position that was formally funded through a CMH grant. It will now be funded through the Community Voices grant with the same local match requirements.

Other Implications

Due to the tight budget years we are anticipating in 2002 and the foreseeable future, the Controller's Office has some concerns with proposals that increase positions and reclassify positions that result in increased costs to the general fund. Although the Health Department is proposing that the increased funds will be generated through contracts, the Controller's Office is noting this concern and will monitor it for compliance during the next several years.

Staff Recommendation: JA ___ JN ___* HH ___

MEMORANDUM

To: Human Services Committee
Administrative Services/Personnel Committee
Finance Committee

From: Bruce Bragg

Date: January 9, 2002

Subject: Authorization to Implement Reorganization in the Health Department

This is a recommendation that the Board of Commissioners change classifications and establish a new position in order to accommodate the needs of the Health Department in 2002. These changes do not constitute any additional general fund commitment by Ingham County. They do move the Health Department into a position to responsibly address the challenges it faces as we begin 2002.

Public Health Preparedness

The terrorist attacks on New York City and Washington, D.C. on September 11, 2001 caused us all to evaluate our responsibilities in new ways. We have all learned that it is very important for the public health agencies that serve the nation, our state and our community to be prepared to respond to terrorist sponsored activities that may include the use of biological or chemical agents.

Dr. Sienko and I have evaluated the resources we have dedicated to coordinating the Department's and the community's readiness to respond. We believe that it is important to make some small adjustments in staffing and responsibilities in order to properly prepare the Department and the community.

We recommend that a vacant Health Analyst position be changed to a Sanitarian II position and dedicated to supporting the public health preparedness in Ingham County. The attached resolution will authorize this action. There is no budgetary effect to this recommendation, as both positions are classified at the ICEA PRO 08 level.

The position will report to the Disease Control Supervisor, working under the direction of the Medical Director, working with Disease Control and Environmental Health staff to coordinate with other resources in the community.

Agenda Item 5

Financial Management

During the last several years, the Health Department has taken on responsibilities that have made its financial operations significantly more complex. The Department now relies on revenues from sources other than Ingham County for nearly 70% of its \$24 million budget. Department managers and the Controller's Office need better and more timely financial reporting in order to continue to effectively and safely manage the Department.

We have waited for an opportunity to utilize a vacant position to change responsibilities and provide the Department with a higher level of professional financial staff. The planned benefits of this change include a higher level of review of compliance on the Department's 185 contracts and subcontracts, more timely reporting to contract and grantor agencies and a more comprehensive and timely financial reporting to managers within the Health Department.

The specific change will result in a vacant Billing and Reporting Clerk, UAW TOPS D position being converted to an Accountant, ICEA PRO 07 position. The additional cost of this change, approximately \$10,000 during 2002 and \$15,000 per year after three years, will be earned from additional revenue through the contractual relationships with other communities.

Additionally, it will be necessary to reclassify an existing, part-time Account Clerk-Health Department position to part-time Billing and Reporting Clerk status, and combine it with a vacant, part-time Billing and Reporting Clerk position. Both of these classifications are at UAW TOPS D level. Both positions are with the Accounting and Financial Management Unit in the Health Department.

Human Services Committee/W.K.Kellogg

Two changes taking place require some adjustment. Doak Bloss, Access to Health Coordinator, has coordinated the W.K.Kellogg Community Voices grant for the last three years. In 2001, the Ingham Health Plan received a Federal grant to improve the quality of clinical services provided to low-income, uninsured persons. Mr. Bloss took on the responsibility of coordinating several aspects of that grant. We have planned to have him leave his role with the Community Voices grant, and now we must implement that change. Doak will lead the effort to reorganize the patient visit redesign project and develop effective advisory boards for the several community health centers. We must relieve him of the responsibilities related to the Community Voices grant.

Additionally, the Governor's Executive Order eliminated funding for the Coordinator position for the Human Services Advisory Committee. That position had been supported by a \$35,000 grant from the State (through the Mental Health budget) and contributions from the several agencies that are members: the Health Department contributes \$6,000 annually, and the Board of Commissioners (through the Health Department) contributes \$1,000 annually. The support from the agencies is approximately \$35,000 annually. The Human Services Advisory Committee is currently evaluating alternative staffing arrangements.

Agenda Item 5

I am proposing that the position be moved to the Health Department and combined with the responsibilities for supporting the Community Voices grant. The funds to support this change would come from the Community Voices grant. Additionally, the Community Voices grant has supported an Account Clerk position. That position is currently vacant and I am recommending that it be converted to a Secretary-Health Department position. The financial management responsibilities of the Community Voices grant will be moved to the Accounting and Finance Unit, where the oversight has been all along. Both the old (Account Clerk - Health Department) position and the new (Secretary - Health Department) position are in the UAW TOPS D salary grade, so there is no budgetary effect. Likewise this position is supported by the Community Voices grant. The Secretary - Health Department position would continue to provide the support services to the grant activity and additionally would provide support service to the Human Services Advisory Committee activities.

Summary

It is necessary to make some staffing changes to properly position the Health Department to respond to the challenges it faces. Changes proposed in the attached resolution include:

1. Reclassification of a vacant Health Analyst position to Sanitarian II position. This will support the development of a focal point in the Health Department for public health preparedness. There is no budget impact with this change.
2. Reclassification of vacant Billing and Reporting Clerk position to an Accountant position and reclassification of an existing part-time Account Clerk position to a part-time Billing and Reporting Clerk. This will provide needed professional support to the Accounting and Financial Management Unit. This change will cost an additional \$10,000 in 2002. The additional funds will be available by amending the Health Department's 2002 budget to recognize an additional \$10,000 from contracts with other communities.
3. Within the Community Voices grant activity, create a new Human Services/Grant Coordinator position and reclassify an existing Account Clerk - Health Department position to Secretary - Health Department position. Funds to support these changes will come from the Community Voices grant and \$35,000 in contributions from agencies that are members of the Ingham County Human Services Advisory Committee.

I recommend that the Board adopt the attached resolution and authorize the recommended changes.

Attachment

cc: Harold Hailey w/attachment Ron Uken w/attachment
Judy Williams w/attachment Tom Larkins w/attachment
Chuck Grey w/attachment Randal Kamm w/attachment
Greg Wilhelm w/attachment John Jacobs w/attachment
Bruce Miller w/attachment Dean Sienko w/attachment
Doak Bloss w/attachment

Agenda Item 5

Introduced by the Human Services, Administrative Services/Personnel and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE CHANGES IN THE HEALTH DEPARTMENT
STAFFING AND BUDGET**

WHEREAS, the Health Department is faced with challenges and situations that require changes in staffing and budget; and

WHEREAS, the Health Officer has proposed some reorganization within the Health Department and that four positions be reclassified and a new position created; and

WHEREAS, the Health Officer has demonstrated that most of the revenue to support these changes is included in the Health Department's 2002 budget; and

WHEREAS, the Health Officer has recommended that the Health Department's 2002 budget be amended to recognize \$38,000 in additional revenue from contributions from other agencies and revenue from contracts with other communities.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes the following changes in the staffing of the Health Department, effective February 1, 2002:

Reclassify position HLHADM028, Health Analyst (ICEA PRO 08) to Sanitarian II (ICEA PRO 08).

Reclassify position HLHRCP04, Billing and Reporting Clerk (UAW TOPS D) to Accountant (ICEA PRO 07).

Combine the half-time HLHOYC011A, Account Clerk-Health Department (UAW TOPS D) position and the vacant half-time HLHRCP011 Account Clerk-Health Department (UAW TOPS D) into a full-time Billing and Reporting Clerk (UAW TOPS D) position, and appoint the incumbent to full-time status..

Reclassify position HLHADM011, Account Clerk-Health Department, UAW TOPS D to Secretary-Health Department (UAW TOPS D).

Create a new Human Services/Grant Coordinator (M-10) position.

BE IT FURTHER RESOLVED, that the Controller is authorized to amend that Health Department's 2002 budget to increase revenue, from other organizations, and expenses by \$38,000 and to make other adjustments necessary to implement this resolution.

Agenda Item 6a

RESOLUTION STAFF REVIEW:

DATE: January 7, 2002

Agenda Item Title: Resolution Approving a Collective Bargaining Agreement with the Ingham County Employees' Association Covering Clinic Health Nurses & Nurse Practitioners

Submitted By: Harold Hailey, Human Resources Director

Committees: Ad.Ser/Per___*, H.S.___, Law & Cts___, Fin. ___*

Summary of Proposed Action: There are relatively few changes in this collective bargaining agreement. The proposed agreement is for a four (4) year term (i.e., July 1, 2000 through June 30, 2004). The current contract includes language pertaining to Public Health Nurses which will be deleted as this contract will only cover Clinic Health Nurses & Nurse Practitioners. The On-Call Bonus language was clarified to state that it only covers Nurse Practitioners and nurses assigned to the Communicable Disease Unit. Language regarding vacation bonus hours, sick time, health insurance benchmarks and reclassifications through the negotiation process was updated.

Financial Implications: There will be an increase in on-call hours from \$2.22 to \$2.50 per hour for weekdays and from \$2.50 to \$2.85 per hour for weekends and holidays. These increases will be effective upon ratification of this Agreement. Clinic Nurses will receive a 3% increase on July 1, 2000; 3% effective June 30, 2001; and, 3% effective June 29, 2002. Nurse Practitioners I and II will receive a 3% increase on July 1, 2000; 3% effective July 1, 2001, a 7% increase on December 29, 2001, and a 3% increase June 29, 2002. A job evaluation study will be conducted by O. William Rye and Company to be effective in 2003-04.

Other Implications: The job evaluation study is proposed to also include the Public Health Nurses.

Staff Recommendation: JA_____ JN_____ HH___X___

Recommended approval of this resolution is contingent upon a scheduled ratification vote of the ICEA Clinic Nurses & Nurse Practitioners.

Introduced by the Administrative Services/Personnel and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH
THE INGHAM COUNTY EMPLOYEES' ASSOCIATION COVERING CLINIC HEALTH
NURSES & NURSE PRACTITIONERS**

WHEREAS, an agreement has been achieved between representatives of the ICEA and the County on a collective bargaining agreement for July 1, 2000 through June 30, 2004 covering Clinic Nurses, Nurse Assessors, Disease Control Nurses, Charge Nurses, Nursing Home Evaluators, Nurse Practitioner I's and Nurse Practitioner II's of the Ingham County Health Department; and

WHEREAS, the Agreement has been ratified by the employees in this bargaining unit; and

WHEREAS, the Agreement has been approved by the Administrative Services/Personnel and Finance Committees.

THEREFORE BE IT RESOLVED, that the contract with the ICEA Clinic Health Nurses & Nurse Practitioners is hereby approved and the Chairperson of the Board of Commissioners and the County Clerk are authorized to sign the contract on behalf of the County of Ingham after approval of the contract by the County Attorney. No retro pay shall be given until the contract is signed by all parties.

BE IT FURTHER RESOLVED, that contracts with Blue Cross/Blue Shield, Vision Services Plan, Group Benefits Insurance Company, and Canada Life Assurance Company are authorized as necessary to implement the fringe benefit provision of the agreement.

Agenda Item 6b &c

RESOLUTION STAFF REVIEW:

DATE: JANUARY 7, 2002

Agenda Item Title: Resolution Approving a Collective Bargaining Agreement between the Thirtieth Judicial Circuit Court, the Fifty-Fifth Judicial District Court, Ingham County and the Ingham County Employees' Association Local #30, Court Professionals, and Resolution Approving a Collective Bargaining Agreement between Ingham County and the Ingham County Employees' Association Local #33, County Professionals

Submitted By: Harold Hailey, Human Resources Director

Committees: Ad.Ser/Per___*, H.S.___, Law & Cts___, Fin.___*

Summary of Proposed Action: The contract terms are proposed from January 1, 2001 through December 31, 2004. Clarification of the number of days for notification and to whom notification should be given was made throughout the contracts. Specific language was added indicating that future reclassifications for current professional positions would be through the negotiation process for a successor agreement unless the parties jointly agree otherwise. However, Employer-initiated reorganizations or restructuring resulting in substantial changes in classification responsibilities will be bargained with the Union. Career ladders and the listing of arbitrators were updated with agreement that the fees and expenses of the arbitrator and/or retired judge would be split equally between the parties. Language regarding health insurance as recommended by the Health Coalition was written into the contract, as well as agreement to recommend to the Health Coalition that they review vision and dental plans. Sick time will replace the word "personal time" in the Administrative Leave Policy. The position listing and seniority groups were updated. In the Court Professional contract, the trial period for employees promoted within the bargaining unit was increased from thirty (30) to ninety (90) days.

Financial Implications: Life insurance for full-time employees shall be increased from \$30,000 to \$35,000 upon ratification of the agreement and shall increase to \$40,000 effective January 1, 2004. The vacation maximum will be increased from 300 to 380, however, payment of unused vacation hours upon retirement or resignation shall remain at 300 hours. Retirees will be eligible for dental and vision coverages (as offered to active employees) provided they enroll for such coverage upon retirement and that they pay for said coverage. The ICEA will not select any additional benefit program improvements authorizing regular retirement prior to age fifty-five during the term of this Agreement. The flat cost-of-living adjustments (i.e., \$1,100 annually for full-time employees) shall be added into the base salary, eliminating the requirement of separate quarterly check issuance. Wages will be three (3%) for each year of the contract (i.e., 2001, 2002, 2003 and 2004).

Other Implications: None

Staff Recommendation: JA_____ JN_____ HH_ X_____

Staff recommends approval of this resolution.

Agenda Item 6b

Introduced by the Administrative Services/Personnel and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE THIRTIETH JUDICIAL CIRCUIT COURT, THE FIFTY-FIFTH
JUDICIAL DISTRICT COURT, INGHAM COUNTY AND THE INGHAM COUNTY
EMPLOYEES' ASSOCIATION LOCAL #30, COURT PROFESSIONALS**

WHEREAS, an agreement has been reached between the Thirtieth Judicial Circuit Court, the Fifty-fifth Judicial District Court, Ingham County and the Ingham County Employees' Association, Local #30, Court Professionals; and

WHEREAS, the provisions of this agreement are consistent with the guidelines as established by the Board of Commissioners; and

WHEREAS, the Agreement has been ratified by the employees within the bargaining unit; and

WHEREAS, the Administrative Services/Personnel and Finance Committees concur with the Agreement.

THEREFORE BE IT RESOLVED, that the collective bargaining agreement with the Ingham County Employees' Association Local #30, Court Professionals, is hereby recognized upon the signing of the contract by the ICEA representatives, the Chief Circuit Judge, the Chief District Judge and Ingham County.

BE IT FURTHER RESOLVED, that no retro pay shall be given until the contract is signed by all parties.

BE IT FURTHER RESOLVED, that contracts with Blue Cross/Blue Shield, Vision Service Plan, Group Benefits Insurance Company, and Canada Life Assurance Company are authorized as necessary to implement the fringe benefit provision of the agreement.

Introduced by the Administrative Services/Personnel and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT
BETWEEN INGHAM COUNTY AND THE INGHAM COUNTY EMPLOYEES'
ASSOCIATION LOCAL #33, COUNTY PROFESSIONALS**

WHEREAS, an agreement has been reached between the County and the Ingham County Employees' Association, Local #33, County Professionals; and

WHEREAS, the provisions of this agreement are consistent with the guidelines as established by the Board of Commissioners; and

WHEREAS, the Agreement has been ratified by the employees within the bargaining unit; and

WHEREAS, the Administrative Services/Personnel and Finance Committees concur with the Agreement.

THEREFORE BE IT RESOLVED, that the collective bargaining agreement with the Ingham County Employees' Association Local #33, County Professionals, shall be approved for signing by all parties.

BE IT FURTHER RESOLVED, that no retro pay shall be given until the contract is signed by all parties.

BE IT FURTHER RESOLVED, that contracts with Blue Cross/Blue Shield, Vision Services Plan, Group Benefits Insurance Company, and Canada Life Assurance Company are authorized as necessary to implement the fringe benefit provision of the agreement.

Agenda Item 7

RESOLUTION STAFF REVIEW

DATE January 7, 2001

Agenda Item Title: Resolution Authorizing Entering Into a Contract with Able Concrete, Inc. to Install Concrete Sidewalks to Provide Handicap Access to Park Facilities

Submitted by: Purchasing Department

Committees: Ad.Ser/Pers. *, H.S. ___, Law & Cts. ___, Fin. *

Summary of Proposed Action: This resolution authorizes entering into a contract with Able Concrete, Inc. for the installation of concrete sidewalks to provide handicap access to park facilities in an amount not to exceed \$45,328.

Financial Implications: Sealed bids were solicited and evaluated by the Purchasing Department. It is their recommendation, with the concurrence of the Ingham County Parks Department, that the contracted be awarded to Able Concrete, Inc. in an amount not to exceed \$45,328.

Other Implications: Funds are available in the 2002 Capital Improvement budget.

Staff Recommendation: JA X JN ___ HH ___
Staff recommends the approval of this resolution.

**COUNTY OF INGHAM
PURCHASING DEPARTMENT**

**121 East Maple Street
Mason, Michigan 48854
Telephone: 517-676-7222
Fax: 517-676-7230**

January 9, 2002

To: Willis Bennett, Parks Manager
From: James C. Hudgins, Jr., Purchasing Director
Re: RFP #73-01, Concrete Sidewalks

Willis:

After reviewing the responses to RFP #73-01, Concrete Sidewalks for the Parks Department, the Ingham County Purchasing Department concurs with the Park Department that a contract not to exceed \$45,328.00 be awarded to Able Concrete, who submitted the lowest responsive proposal.

I have confirmed with Steve Dunn of Able Concrete that his proposal includes the payment of prevailing wages.

It is my understanding that you are in the process of preparing a resolution for approval by the Board of Commissioners. Please contact me if you have any questions.

Jim Hudgins

Agenda Item 7

Introduced by the Administrative Services/Personnel and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT WITH ABLE
CONCRETE, INC. TO INSTALL CONCRETE SIDEWALKS TO PROVIDE HANDICAP
ACCESS TO PARK FACILITIES**

WHEREAS, it is the goal of the Ingham County Parks Board to provide hard surfaced, accessible pathways to all county park facilities; and

WHEREAS, sealed bids were solicited and evaluated by the Ingham County Purchasing Department, and it is their recommendation, with the concurrence of the Ingham County Parks Department, to award the contract to Able Concrete, Inc; and

WHEREAS, work will commence in April 2002 and budgeted funds are available for this project within the 2002 Capital Improvement budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby accepts this bid and authorizes entering into a contract with Able Concrete, Inc. for the construction of sidewalks to various park facilities in an amount not to exceed \$45,328.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the County Attorney to prepare the necessary documents for the Board Chairperson and the County Clerk authorized to sign the same.

Agenda Item 8

Introduced by the Administrative Services/Personnel Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION REVISING CERTAIN POLICIES PERTAINING TO APPOINTED ADVISORY BOARDS AND COMMISSIONS

WHEREAS, the Board of Commissioners has created a number of boards and commissions to serve in an advisory capacity in order to advance the welfare of the citizens of Ingham County; and

WHEREAS, the Board has established a policy to assure that citizen appointees are attending meetings fulfilling the mandates of their board or commission, and a policy limiting time served by citizen representatives on boards or commissions to provide a greater opportunity for more people to participate in County government; and

WHEREAS, it is desirable to update certain policies pertaining to its appointed boards and commissions.

THEREFORE BE IT RESOLVED, that citizen appointees who are absent from more than 50% of their regular meetings held in a 12-month period, unless barred by statute, are automatically deemed to have resigned from that board or commission.

BE IT FURTHER RESOLVED, that the appointee will be notified of their resignation and appropriate steps will be taken to fill the vacancy.

BE IT FURTHER RESOLVED, that time served by citizen appointees on boards and commissions is limited to two consecutive terms, or six consecutive years, whichever is greater.

BE IT FURTHER RESOLVED, requests to waive any requirements of this policy must be submitted in writing to the Board of Commissioners setting forth the specific reasons for the waiver.

BE IT FURTHER RESOLVED, that approval of such requests shall be determined by the Board of Commissioners.

BE IT FURTHER RESOLVED, that Resolutions 76-255 and 78-247 are hereby rescinded.

BE IT FURTHER RESOLVED, notification of this policy will be provided to all current advisory boards and commissions and citizens requesting applications for appointment.

MEMORANDUM

January 3, 2002

TO: Administrative Services, Human Services, Law and Courts, and Finance Committees

FROM: Jerry Ambrose, Controller

RE: Amendments to the Proposed 2002 Budget

Attached for your consideration is a resolution to amend the 2002 budget. Making these adjustments is an attempt to assure that expenses incurred in the 2002 budget year will not exceed the revenues anticipated to be received in 2002. This action is recommended as a result of decreases in interest revenue, state revenue sharing, and court equity funding in the General Fund. These decreases were not anticipated in the preparation of the 2002 budget.

Resolution #01-375 requested the development of short term strategies to reduce expenditures or increase revenues in the 2002 adopted budget totaling \$1,997,000.

Non-operating reductions of around \$700,000 were identified, including a 50% reduction to the contingency account, debt service payment rejections, and the temporary suspension of some equipment replacement reserve transfers. These short term reductions will not have a negative affect on the county's ability to pay its debts, to make necessary equipment replacements, or to address any essential unforeseen expenses.

County offices, departments, and the courts were asked to identify reductions equivalent to an overall 2% reduction to their general fund operating budgets. The offices, departments, and courts have been extremely cooperative in this process. They have identified reductions by recognizing salary attrition, reducing operating expenses, and generating additional revenues. None of these reductions involved involuntary layoffs or the permanent elimination of positions or programs. These short term reductions will not alter the base used for comparison purposes in development of future years' budgets.

Reductions totaling \$1,977,203 have been identified. This is \$19,797 less than the targeted reduction. In order to reach the target, an additional \$19,797 could be taken from the 2002 contingency account, but I am not recommending that at this time.

This resolution assumes that a couple of significant actions will be taken by the Board of Commissioners. First, the Family Division has proposed a reorganization of its intensive neglect services. This plan must still be finalized and approved by the Board of Commissioners. Second, the Prosecuting Attorney has proposed the adoption of a prosecution reimbursement policy, which would increase revenues by up to \$100,000 annually. This plan is currently under review by the county attorney and Maximus Consulting Group. If the plan is acceptable, it will then need to be passed by the Board of Commissioners. If either of these plans does not come to realization, alternative plans will need to be developed.

I would again like to note the high level of cooperation received by offices, departments, and courts throughout this process. These adjustments will assist the county in maintaining its high level of financial solvency. It should also be noted that some difficult decisions may need to be made during the course of the 2003 budget process regarding the type and level of county services to be provided

I recommend adoption of the resolution.

Agenda Item 9

Introduced by the Administrative Services, Human Services, Law and Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING PROPOSED AMENDMENTS TO THE 2002 BUDGET

RESOLUTION #

WHEREAS, the Board of Commissioners has been advised of unanticipated decreases in revenues supporting the 2002 Ingham County Budget; and

WHEREAS, Resolution #01-375 requested the development of short term strategies to reduce expenditures or increase revenues in the 2002 Adopted Budget; and

WHEREAS, the County Controller has worked with offices, departments, courts, and others receiving county appropriations as necessary to attempt to identify short term expenditure reductions and/or revenue increases for the 2002 general fund budget totaling \$1,997,000; and

WHEREAS, short term reductions totaling \$1,977,203 have been identified through the exemplary cooperation from offices, departments and courts; and

WHEREAS, this amount is \$19,797 less than the identified target, and in order to achieve this target, the 2002 contingency fund could be further reduced, which is not recommended at this time.

THEREFORE BE IT RESOLVED, that the County Controller is authorized to amend the budget to implement the general fund reductions totaling \$1,977,203 as detailed in the following attachment;

BE IT FURTHER RESOLVED, that these reductions are comprised of salary attrition, reductions to operating expenses, deferment of capital improvement items, fee increases and increased revenue projections;

BE IT FURTHER RESOLVED, that these reductions do not include reductions to current services or any employee layoffs, and that these reductions will not alter the base used for comparison purposes in the development of future years' budgets;

BE IT FURTHER RESOLVED, that should revenue enhancements or expenditure reductions later be identified as unattainable, the Controller is authorized to work with departments to identify alternative plans that will achieve the same net savings;

BE IT FURTHER RESOLVED, that the Controller, working with departments, is authorized to make budget adjustments to implement alternative plans if warranted by changes in circumstances.

PROPOSED 2002 BUDGET AMENDMENTS

Department	Reduction Amount	Description
Adolescent Diversion	2,725	Expenditure Reductions
Animal Control	18,934	Salary Attrition
Animal Control	4,000	Expenditure Reductions
Family Division	154,933	Intensive Neglect Services reorganization
Friend of the Court	26,029	Fee Increase
Circuit Court - General Trial	115,957	Expenditure Reductions
Community Corrections	2,000	Use funds from City of Lansing to offset administrative costs
Cooperative Extension	12,250	Expenditure Reductions
Cooperative Extension	764	Salary Attrition
Clerk/Elections	6,609	Salary Attrition
Clerk/Elections	2,500	Expenditure Reductions
Clerk/Elections	9,961	Increase Revenue Projection
District Court	24,960	Fee Increase
District Court	6,028	Increase Revenue Projection
Drain Commissioner	19,000	Increase Revenue Projection
Economic Development	3,287	Expenditure Reductions
Emergency Operations	2,784	Expenditure Reductions
Equalization	11,685	Expenditure Reductions
FIA	14,335	Reduce Shelter/Respite Appropriation
Health Department	94,399	Salary Attrition
Health Department	23,066	Expenditure Reductions
Health Department	34,600	Increase Revenue Projections
Jury Board	1,383	Expenditure Reductions

Parks	25,108	Expenditure Reductions
Parks	7,500	Salary Attrition
Probate Court	12,650	Expenditure Reductions
Probate Court	636	Salary Attrition
Probate Court	5,500	Increase Revenue Projections
Prosecuting Attorney	75,000	New Fee
Prosecuting Attorney	20,000	Salary Attrition
Register of Deeds	13,090	Salary Attrition
Sheriff	30,000	Increase Revenue Projections
Sheriff	113,814	Expenditure Reductions
Sheriff	110,000	Transfer from Commissary Fund
Sheriff	90,000	Salary Attrition
Treasurer	11,132	Salary Attrition
Veterans Affairs	6,800	Expenditure Reductions
Veterans Affairs	31	Salary Attrition
Board of Commissioners	6,064	Expenditure Reductions
Board of Commissioners	2,750	Voluntary Per Diem Waiver
Controller	16,121	Expenditure Reductions
Facilities/Jail Maintenance	30,897	Expenditure Reductions
Financial Services	11,360	Expenditure Reductions
Financial Services	525	Salary Attrition
Human Resources	13,432	Expenditure Reductions
Purchasing	4,850	Expenditure Reductions
Community Mental Health	34,677	Reduce expansion of jail based services
MIS	5,000	Increase Revenue Projection
MIS	10,365	Salary Attrition

MIS	24,635	Expenditure Reductions
Debt Service	170,577	Recalculate General Fund Payment
MIS Replacement/Maintenance Chargebacks	220,000	Suspend various replacement chargebacks for three to five months
Contingency	300,000	Reduce by 50%
FICA	12,500	Savings due to employee health insurance contributions
Total	1,977,203	



December 19, 2001

Gerald W. Ambrose, Controller
Ingham County
P. O. Box 319
Mason, MI 48854

Dear Jerry:

Enclosed is a copy of the Greater Lansing Convention & Visitors Bureau 2002 Budget.

If you have any questions, please feel free to give me a call.

Yours truly,

Thomas C. Galyon, CDME
President & Chief Executive Officer

Enclosure

DEC 20 2001

GREATER LANSING CONVENTION & VISITORS BUREAU 2002 BUDGET OF INCOME & EXPENSE

<u>INCOME</u>	<u>TOTAL</u>	<u>%</u>
Ingham County	1,641,133	60.55%
Delta Township	750,509	27.69%
DeWitt Township	42,843	1.58%
Membership Dues	109,042	4.02%
Interest Income	3,000	0.11%
Advertising Sales	107,000	3.95%
Special Event Income	51,000	1.88%
Gift Shop Sales	6,000	0.22%
Total Income	<u>2,710,528</u>	<u>100.00%</u>

<u>EXPENSES</u>		
Wages	1,134,595	41.86%
Taxes	87,692	3.24%
Benefits	314,509	11.60%
Advertising/PR	215,150	7.94%
Collateral Material	159,440	5.88%
Promotional Merchandise	20,750	0.77%
FAM/Site Visits	43,100	1.59%
Tradeshows	27,390	1.01%
Special Promotions	117,875	4.35%
Travel & Entertainment	97,540	3.60%
Event Hosting	23,100	0.85%
Dues & Subscriptions	14,585	0.54%
Training/Education	28,745	1.06%
Local Meetings/Travel	95,510	3.52%
Postage	39,495	1.46%
Telephone	47,830	1.76%
Auto & General Insurance	8,208	0.30%
Maintenance Contracts	11,035	0.41%
Depreciation	110,000	4.06%
Bank Charges	3,039	0.11%
Professional Fees	24,720	0.91%
Utilities/Rent/Property Taxes	145,249	5.36%
Supply/Office Expense	50,970	1.88%
Equipment Purchases	0	0.00%
Total Expenses	<u>2,820,528</u>	<u>104.06%</u>
Net Income	(110,000)	-4.06%
Add back non-cash depreciation	<u>110,000</u>	
Budget Balance	<u><u>0</u></u>	

Resolution**01-110**

November 27, 2001

TERM LIMITS LEGISLATION

WHEREAS, the Hillsdale County Commissioners have been dismayed by the level of competence and understanding displayed by appointed bureaucrats who attempt to act as surrogates for our elected senators and representatives; and

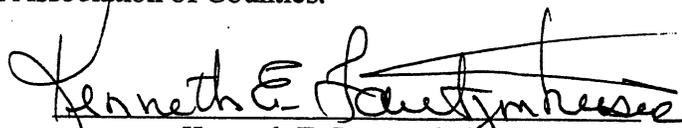
WHEREAS, our elected officials, particularly our representatives, have a very short time to learn the necessary mechanics of state government in order to perform at an appropriate level of competence before they are "term limited"; and

WHEREAS, the actions and activities of previous legislative bodies tend to be lost or forgotten when members have such a short tenure; and

WHEREAS, the Hillsdale County board of Commissioners want the best possible representatives in our state capitol; and

NOW, THEREFORE, BE IT RESOLVED, that the Hillsdale County Board of Commissioners urge our elected legislators to revisit merits of term legislation as enacted by the people of 1994; and

BE IT FURTHER RESOLVED, that the Hillsdale County Clerk is instructed to send copies of this resolution to all County Commissions in the State of Michigan, Michigan Municipal League and Michigan Association of Counties.


 Kenneth E. Lautzenheiser
 Hillsdale County Board of Commissioners

APPROVED BY THE BOARD OF COMMISSIONERS ON NOVEMBER 27, 2001.

I, Thomas C. Mohr, Hillsdale County Clerk, State of Michigan, hereby certify that the foregoing resolution was adopted by the Hillsdale County Board of Commissioners on the 27th day of November, two thousand and one.


 Thomas C. Mohr, Clerk

RECORDED

NOV 29 2001

HILLSDALE COUNTY CLERK