AGENDA

Call to Order
Approval of the October 5, 2010 Minutes
Additions to the Agenda
Limited Public Comment

1. a. Resolution Approving the Sale of the 2010 Refunding of Bonds in the Amount of $7,500,000
   b. Resolution Approving the Sale of Recovery Zone Bonds in the Amount of $2,200,000
      (Resolution to be distributed under separate cover.)

2. 911 Center Project
   a. Update
   b. SME - Phase I Environmental Site Assessment which is required for LEED Certification per Tower Pinkster - Cost Not to Exceed $2,500 (Estimates will be provided at the meeting.)
   c. Hire an IT Consultant - Cost to be Determined
   d. Approval of Invoices
      i. Kebs, Inc., Boundary Survey, Invoice #47740 — $2,200 (Attachment)

3. Other Business

   Announcements

   Public Comment

   Adjournment
Members Present: Peter A. Cohl, Mary A. Lannoye, Eric Schertzing

Others Present: John Neilsen, Jim Hudgins, Richard Terrill, Linda Sjolund,

Call to Order: The Ingham County Building Authority meeting was called to order by Chairperson Peter Cohl at 3:45 p.m., Wednesday, October 5, 2010, in the First Floor Conference Room, Mason Courthouse, 341 S. Jefferson St., Mason

Approval of the August 31 and September 1, 2010 Minutes:

MOVED BY SECRETARY MARY LANNOYE, SUPPORTED BY TREASURER ERIC SCHERTZING, TO APPROVE THE AUGUST 31 AND SEPTEMBER 1, 2010 BUILDING AUTHORITY MINUTES. MOTION CARRIED UNANIMOUSLY.

Additions to the Agenda: None.

Limited Public Comment: None.

1. Update 911 Project: The Building Authority reviewed the steps to issue County Building Authority Bonds’ and designate Bonds as Recovery Zone Economic Development Bonds as prepared by Miller, Canfield, Paddock and Stone, P.L.C. A review of the Resolution Approving Contract with County was discussed. It is anticipated that Bonds could be issued in early December; however, the property description issue needs to be resolved. Ms. Lannoye, Mr. Terrill, and the County Attorney’s Office will meet on October 6, 2010 to review the CMH land sale files and the property description. The Board of Commissioners’ had approved the correct property description but the warranty deed appears to be incorrect. Ms. Lannoye stated that the time frame is of importance as the Recovery Zone Bonds have to be issued by December 31, 2010. The Resolution Approving Contract with County is scheduled for the October 12 Board of Commissioners’ meeting, if approved, the County Clerk will be able to issue the 45 day ‘Notice of Intent’ to issue bonds during which time a 45-day Referendum Period begins on the publication date during which voters can petition for a referendum on the Contract of Lease. During this period of time the County’s advisors can direct the statements and get the bond ratings, and bonds could be issued in early December.

MOVED BY SECRETARY LANNOYE, SUPPORTED BY TREASURER SCHERTZING TO AUTHORIZE THE INGHAM COUNTY FACILITIES DIRECTOR TO OBTAIN THREE QUOTES FOR SURVEYING SERVICES AND PROCEED TO HIRE A SURVEYOR TO SURVEY THE JOLLY ROAD, LANSING, MICHIGAN SITE WHERE THE 911 CONSOLIDATED CENTER WILL BE BUILT, AT A COST NOT TO EXCEED $6,000.

MOTION CARRIED UNANIMOUSLY.

Eric Schertzing noted that the Landbank has procured survey services from Kebs, Inc. and has been satisfied with their services.
John Neilsen reviewed the adopted Resolution #10-315 – Resolution Authorizing the Ingham County Building Authority to Proceed with the Ingham County Consolidated Dispatch Center Project and to Authority a Project Labor Agreement (PLA). The final design of the building must be approved by the Board of Commissioners; the Board also approved $500,000 from the 911 Fund for all the preliminary costs associated with the project. The approved budget to date is $5.2m. Jim Hudgins distributed a chart of the revised construction management and architectural engineering costs which included the actual, reasonable reimbursable costs; this information will be forwarded to Robert Townsend.

Mr. Hudgins indicated that after talking with Risk Management, Clark Construction and Granger they have advised that it would be best if the C/M firm would bid the whole project rather than having subcontractors obtain their own bonds. The Building Authority will approve all reimbursable costs prior to payments being made. Jim Hudgins would be able to monitor the certified payroll documents that are sent to the Trade Council and the C/M. There was further discussion.

Clark Construction will negotiate Project Labor Agreements with labor unions; the County Attorney’s Office will review to ensure that they are compliant with the County’s policy.

2. Bond Counsel – 911 Project
Secretary Lannoye asked Treasurer Schertzing if the Bond Counsel costs were reasonable; Treasurer Schertzing responded that the cost provided by Miller Canfield is within reason.

MOVED BY TREASURER SCHERTZING, SUPPORTED BY SECRETARY LANNOYE TO APPROVE THE PROPOSAL FOR 911 BOND COUNSEL SERVICES AS SUBMITTED BY MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

MOTION CARRIED UNANIMOUSLY.

3. Financial Advisor - 911 Project

MOVED BY TREASURER SCHERTZING, SUPPORTED BY SECRETARY LANNOYE TO APPROVE THE PROPOSAL FOR 911 FINANCIAL ADVISOR SERVICES AS SUBMITTED BY STAUDER, BARCH & ASSOCIATES, INC.

MOTION CARRIED UNANIMOUSLY.

4. Public Hearing – Issuance of Bonds

MOVED BY TREASURER SCHERTZING, SUPPORTED BY SECRETARY LANNOYE TO APPROVE THE RESOLUTION APPROVING A CONTRACT WITH COUNTY.

Discussion: Secretary Lannoye indicated that this resolution authorizes the Limited Tax Full Faith and Credit General Obligation of Lease between the County and the Building Authority, providing for the Project to be acquired and constructed and the financing of all or part of the costs of the 911 Consolidated Center through the issuance by the Building Authority of its Bonds. Treasurer Schertzing recommended the Public Hearing notice be published in the City Pulse.

MOVED BY TREASURER SCHERTZING, SUPPORTED BY SECRETARY LANNOYE TO PUBLISH THE NOTICE IN THE CITY PULSE BE ADDED AS A FRIENDLY AMENDMENT.

ROLL CALL VOTE:

Yeas: Peter A. Cohl, Mary A. Lannoye, Eric Schertzing
Nays: None.
5. **Other Business** None.

Announcements: None.

Public Comment: None.

The meeting adjourned at 4:15 p.m.

Respectfully Submitted,

Mary A. Lannoye  
Secretary, Ingham County Building Authority
Mary A. Lannoye, Controller/Administrator
Ingham County, Michigan
Ingham County Courthouse
341 S. Jefferson Street
Mason, MI 48854

re: Engagement of Miller, Canfield, Paddock & Stone, P.L.C., as Bond Counsel for issuance by the Ingham County Building Authority of bonds to finance Ingham County 911 Center Project

October 4, 2010

Dear Ms. Lannoye:

We are pleased that you have contacted Miller, Canfield, Paddock & Stone, P.L.C., to provide legal services as bond counsel in connection with the proposed Ingham County Building Authority Bonds for the Ingham County 911 Center in the approximate principal amount $5,200,000.

As bond counsel, we will prepare the Contract of Lease between the Building Authority and Ingham County, the resolution of the County Board of Commissioners approving publication of the Notice of intent to enter into the Contract of Lease and voter right of referendum, the resolutions of the Authority approving the contract and issuance and sale of the bonds, and related certificates, tax compliance documents, closing documents and other material necessary to authorize, issue and deliver the Bonds. When requested we will attend meetings with County and Building Authority officials to assist in explaining the structure of the financing and any other matters relating to the proposed financing. We will also participate in the sale and delivery of the Bonds to the purchaser in order to handle legal matters that may arise at those times. At the time the Bonds are delivered we will deliver our approving opinion as to the validity of the Bonds.
Consistent with our normal practice, this letter and the enclosed Standard Terms of Engagement (which is incorporated by reference) set forth the terms of our engagement.

The client for this engagement is the Ingham County Building Authority.

Our fees for legal services in this matter will be $25,000; in addition, if the Bonds are issued as Recovery Zone Economic Development Bonds or Build America Bonds, we will bill the Authority, based on attorney hours actually expended, for the additional federal tax analysis and our opinion (in addition to the approving opinion mentioned above) that the Authority should be entitled to claim from the United States Treasury a refundable credit of a portion of the interest on the bonds; we expect the amount for this additional tax work to be approximately $5,000 to $10,000. We will also bill for reimbursement for out-of-pocket expenses (not expected to exceed $600).

Should the transaction change significantly from this anticipated structure, we reserve the right to ask the Authority to consider a revised fee; of course we will not charge an increased fee without the Authority’s consent.

We understand that the party adverse to your interests will be whatever underwriter agrees to purchase the Authority’s bonds. At one time or another our firm has represented nearly every large and many smaller commercial and investment banks and other bond purchasers that do business in Michigan, and so we may have represented this underwriter in the past and may in the future be asked to represent it in other matters which are unrelated to our representation of the Authority with respect to the proposed bonds. In accepting this representation of the Authority, it is with the understanding that you have agreed that we may represent the purchaser of the Bond in matters that are unrelated to our representation of the Authority.

The attorney-client relationship is one of mutual trust and confidence. We do our best to see that our clients are satisfied not only with our services but also with the reasonableness of the fees charged for those services. Whenever you have any questions or comments regarding our services, or the status of your files, or whenever any new facts or considerations come to your attention, you should contact me or any other attorney with whom you are working. We also encourage you to inquire about any matter relating to our fee arrangements or monthly statements that are in any way unclear.
Unless we hear otherwise, we will assume that the terms set forth in this letter and the Standard Terms of Engagement are acceptable to you. In the event of a conflict between the terms in this letter and the attached Standard Terms of Engagement, the terms in this letter will control.

We appreciate your confidence in us and the opportunity to provide legal services to the Authority. We look forward to working with you.

Very truly yours,

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

By: [Signature]

William J. Daino
Includes information provided in accordance with the Michigan Rules of Professional Conduct

This statement sets forth certain standard terms of our engagement as your lawyers in this matter. It supplements our engagement letter with you and is an integral part of our agreement. Therefore, you should review this statement carefully and contact us promptly if you have any questions. Unless modified in writing by mutual agreement, these terms and those in the engagement letter will control our relationship. We suggest that you retain this statement and our engagement letter in your file. Our engagement is also subject to and governed by the applicable rules of professional conduct.

How We Approach Our Work for You

We will perform our legal services for you in accordance with our professional judgment. Any expressions by us concerning the outcome of your legal matters are expressions of that judgment but are not guarantees. Such opinions are necessarily limited by the facts that you and others disclose to us and the state of the law at the time our opinions are expressed.

The person or entity we represent is the person or entity identified in our engagement letter, and the word "you" in this statement means that person or entity only. Unless we agree with you in writing, our engagement does not include representation of any affiliates of such person or entity. For example, if you are a corporation, a partnership, or a limited liability company, our representation of you does not include representation of any parent, subsidiaries, employees, officers, directors, shareholders, members or partners. If you are a trade association or other voluntary organization, our engagement does not include the representation of any of your members. If you are an individual, our representation does not include your spouse or other family members. If you believe this engagement includes additional entities or persons as clients, you should inform us immediately and ask us to include those persons in our engagement letter.

Who Will Provide the Legal Services

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be available to you during normal working hours and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis.

How Our Fees Will Be Set

Generally, our fees are based on the time spent by the lawyers and paralegal personnel who work on your matter. We will charge for all time spent by our professional personnel for your work, including by way of illustration, telephone and office conferences with you, your representatives, consultants, opposing counsel, and others; conferences among our (legal and paralegal personnel); factual investigations; legal research; drafting letters, agreements, pleadings, briefs, and other documents; responding to requests by your auditors; and travel. We will keep accurate records of the time we devote to your work.

The hourly rates of our lawyers and legal assistants are reviewed and adjusted periodically on a firm-wide basis to reflect current levels of legal experience, changes in overhead costs, and other factors. Because these changes are made on a firm-wide basis, we customarily do not inform each client of the specific changes in the hourly rates of the personnel working on

- 8 -
their matter. However, the rates charged by our personnel will be reflected on the invoices we send you, and we encourage you to raise promptly any questions you may have regarding our rates and any charges to them.

From time to time you may request and we may furnish estimates of legal fees and other charges that we anticipate will be incurred in representing you. Due to a wide range of variables, many of which are unforeseeable, these estimates are by their nature inexact and cannot be considered as limitations on the fees we will charge. The actual fees and charges ultimately billed may vary from such estimates.

With your advance written agreement, the fees ultimately charged may be based upon a number of factors, including: the time and effort required, the novelty and complexity of the issues presented, the value of the services to you, the amount of money or value of property involved, the results obtained, and the time constraints imposed by you and other circumstances, such as an emergency closing or the need for injunctive relief from a court.

For certain well-defined services and special circumstances, we will, if requested, quote a flat fee. In all such situations, both the amount of the fee and the scope of the services to be provided must be expressly set forth in the engagement letter. In appropriate circumstances, we may agree to provide legal services on a contingent fee basis. The terms of any contingent fee representation must be set forth in the engagement letter.

Additional Charges

In addition to our fees, our invoices will include charges for expenses incurred in the performance of our legal services. Generally, charges which reflect the use of resources provided by outside vendors (courier services, court reporters, etc.) are charged at the vendor’s charge to us without markup. Certain other charges reflect the utilization of firm resources or involve an integral combination of firm’s resources and outside vendors (photocopying, computer research, etc.). These services are charged at standard rates which encompass both the direct vendor charge and an amount equal to the firm’s estimate of an appropriate charge for the firm resources allocated to the service. While these charges may not match the firm’s exact cost of providing these services in each instance, we believe that these charges are fair and generally comparable to the charges made by other firms for similar services. The current basis for these charges is set forth below. The firm will review this schedule of charges on an annual basis and adjust them to take into account changes in the firm’s costs and other factors.

Photocopying: The firm charges $.10 per page.

Computer Research: The firm uses the Lexis/Nexis and Westlaw computer assisted research services. We charge for computer research at 80% of the retail rates published by the computer assisted research services. We believe that this charge compensates the firm for providing support and ancillary services, yet provides these services to our clients at a discount from retail prices.

Mails: Clients are charged the actual cost of postage for the U.S. Postal Service and foreign postal carriers, as well as the actual cost of air express courier.

Overtime: Staff overtime is charged only when required by the time constraints of the specific project.

Facsimile: The firm charges $1.00 per page for outgoing facsimiles, which includes all telephone costs. There is no charge for incoming facsimiles.

Telephone Calls: The firm does not charge for local or long-distance calls made or received at our office locations via land line. In cases in which a substantial number of cellular telephone calls are required in an engagement, the firm may pass on the cost of such calls charged to the subscriber.

Travel-Related Expenses: Airfare, meals, and related travel expenses are charged to you at the firm’s actual, out-of-pocket cost. Automobile mileage is charged at the IRS approved rate. Credits earned under the frequent flyer programs accrue to the individual traveler and not to the firm or you.

Firm Messengers: Walking messenger trips are charged at a flat rate per delivery. Driving messenger trips are charged at the firm’s standard automobile mileage charge plus parking and toll charges if imposed.
Other Costs: The firm charges actual disbursements for third-party services like court reporters, expert witnesses, database services, and the like. Unless special arrangements are otherwise made, payment of the fees and expenses charged by others (such as experts, investigators, consultants and court reporters) will be your responsibility and billed directly to you. All invoices in excess of $1000 will be forwarded to you for direct payment unless other payment arrangements are made with us in advance.

Payment

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are payable within thirty days of receipt. We reserve the right to charge interest at the maximum legally permissible rate up to 1½% per month or 12% per annum on amounts past due.

Representation in Other Matters

We are a relatively large law firm and we represent many other companies and individuals. It is possible that, during the time that we are representing you or afterward, the interests of another client of the firm may require the assertion in litigation, business transactions, or other legal matters of positions which conflict with yours. Additionally, subject to the requirements of the rules of professional conduct which govern us, you agree that our representation of you in this matter will not disqualify the firm from opposing you in other matters, including litigation or other dispute resolution proceedings, that are unrelated to the subject matter of this representation. You waive any conflict of interest with respect to the assertion of positions and the undertaking of unrelated, but adverse, representations described in the previous sentences. You also agree that we may disclose to prospective clients the general nature of this engagement with you and the fact that you have acknowledged our ability to undertake engagements of the type described above. We will not, of course, use to your disadvantage any proprietary or confidential information we acquire from you as a result of our representation of you in this or other matters.

Attorney-Client Privilege

Sometimes in the course of our representation of clients, we confer on ethical or other legal issues that require that we seek the advice of an attorney, either one of our own attorneys or an attorney from another firm. As part of our agreement regarding your representation by the firm, you agree that such discussions, whether they occur during our engagement or after it has been concluded, are protected by the attorney-client privilege.

Termination of Engagement

Our engagement as your attorneys terminates upon our completion of the services you have retained us to perform, whether or not our final invoice has been rendered or paid. If you later retain us to perform further or additional services, our attorney-client relationship will begin again with the signing of a new engagement letter.

You may terminate our engagement with or without cause at any time on notifying us of your decision to do so. Termination of our services will not affect your responsibility to pay for services rendered and expenses and other charges incurred up to the date when we receive notice of termination, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

We may terminate our engagement for any of the reasons permitted under the rules of professional conduct which govern us, including your failure to pay our invoices promptly, misrepresentation of (or failure to disclose) any material facts, action taken contrary to our advice, or any other conduct or situation that in our judgment impairs an effective attorney-client relationship between us or presents conflicts with our professional responsibilities. Subject to the rules of professional conduct which govern us, we may also terminate our engagement by reason of your failure to abide by your consent to our representation of a client in accordance with the terms of the written instrument "Representation in Other Matters" above. If required, we will request a stipulation executed by you allowing us to withdraw as attorney of record in any judicial, arbitration, or other proceedings. We may also apply for a court order approving our withdrawal from representing you, and you agree in advance to our withdrawal.
Subsequent Engagements

If, during this engagement or thereafter, you retain us for an additional engagement, it will be presumed, absent a written agreement between us to the contrary, that the terms and conditions contained in this document will apply to such subsequent engagements.

Alternative Dispute Resolution: Mandatory Arbitration

Should any dispute arise concerning the services provided to you by us or the charges we make for those services and related expenses, you and we shall first try in good faith to settle the dispute directly. If the dispute is not resolved, it shall be submitted to third party neutral facilitation in accordance with the mediation rules of the American Arbitration Association. If the dispute is not resolved through mediation, the dispute shall be settled by binding arbitration in accordance with the laws of the State of Michigan. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association except as modified here. Judgment upon the award rendered by the arbitrators may be entered in any court of record having jurisdiction thereof. The mediation and arbitration proceedings, including any hearings, shall be held in the Detroit metropolitan area. Both you and we agree that neither of us is entitled to or shall request or claim punitive or exemplary damages and that the arbitrators shall not have the authority to award punitive or exemplary damages or any other damages in excess of actual pecuniary damages.

Client Documents

We will maintain any documents you furnish to us in our client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to turn over to you. These documents will be delivered to you within a reasonable time after receipt of payment for outstanding fees and costs. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

We are not advising you with respect to this statement of the terms of our engagement. If you wish advice, you should consult independent counsel of your choice.
Stauder, Barch & Associates, Inc.
Public Financial Consultants
Since 1968

Richard W. Barch
President

Paul R. Stauder
First Vice-President

October 4, 2010

Ms. Mary Lanneyns, Controller
County of Ingham
315 South Jefferson
Mason, Michigan 48854

Re: Financial Advisor Services

Dear Mary:

The following outlines the financial advisory services we would provide in connection with the planning, marketing and sale of bonds to finance a proposed $5.2 million 911 Call Center Facility in the County. Our services related to issuance of the bonds would include, but are not necessarily limited to, the following:

1. **Establishing Realistic Timetable.** We will establish a realistic and practical timetable along with Bond Counsel and the County, for the bond issuance process with particular attention to bond market factors and the County's timing needs.

2. **Sizing the issue.** We will assist in determining the appropriate amount of bonds to be sold to ensure that all costs are accurately depicted and to deter over-issuance.

3. **Structuring the financing.** We will develop a financing plan, including a feasibility study to provide the County with all of the financing alternatives available and the cost of each alternative. Special consideration will be given to the appropriate maturity schedule, matching revenues to debt service, security for the bonds and the type of bond issue.

4. **Preparing cash flows.** We will prepare all of the necessary cash flow schedules in connection with the proposed financing.

5. **Reviewing documents.** We will review all documentation to ensure that documents accurately depict the chosen transaction structure.

6. **Preparation of appropriate Treasury applications.** We will prepare the documents required by the State of Michigan Department of Treasury Municipal Finance Division for its approval as needed and consult with Treasury during the review process to expedite their approval.

7. **Preparation of bond specifications.** We will prepare the bond specifications which will include the appropriate terms and conditions of the issue such as amortization schedule, call features and other requirements (i.e. discount, premium, allowable spread, non-descending coupons, etc.). These terms and conditions will be coordinated with Bond Counsel for incorporation into the necessary legal documents.

3909 Research Park Drive, Ann Arbor, Michigan 48108
Telephone: (734) 668-6688 / Facsimile: (734) 668-6723
Email: paa@stauderbarch.com
8. **Preparation of Requests for Proposals for transfer agent services.** We will prepare a request for proposals for transfer agent services, prepare a tabulation of bids, as well as make recommendation to the County on this service.

9. **Preparation of the Official Statement.** With the working group's assistance, we will compile, prepare and review the Preliminary and Final Official Statement for the bonds. We will focus on the comprehensiveness and accuracy of all disclosures made in the Official Statement. This is particularly important since the Official Statement will serve as a permanent public and media reference regarding the County long after the bonds have been sold.

10. **Assisting in the rating agency presentation or the acquisition of municipal bond insurance, if deemed necessary.** We will present all of the pertinent information to the rating agencies and coordinate the participation of the various members of the working group with the rating agencies representatives. If advisable, we will acquire bids for municipal bond insurance to assist the County in acquiring insurance at the lowest premium possible and make recommendations on the benefits of insurance.

11. **Timing entry into the market.** We will monitor the market conditions on a daily basis to select the optimal time for entry into the market.

12. **Attend the bond sale.** We will attend the bond sale and assist with the evaluation of the bids and recommend the most favorable bid for award.

13. **Preparation of post-sale information.** We will prepare the final schedule of principal and interest requirements based on the actual coupon rates specified by the purchaser. We will also be available to prepare the closing letter and settlement statement.

14. **Explaining the sale to the media.** We will be available to brief the local newspapers as well as national financial press on the transaction.

15. **The closing.** We will participate in the closing activities for the transaction to ensure that all documents contained in the transaction of the sale accurately reflect the County's understanding of the terms of the transaction.

16. **Continuing Disclosure.** SB&A can be available to act as dissemination agent on behalf of the County and prepare and file the annual disclosure documents as required by the Securities and Exchange Commission, (4 different agencies as well as filing with the State of Michigan).
17. **Other Services:** Depending on the needs of the County, SB&A is prepared to assist in all other activities related to the financing program. This might include reinvestment analysis so that earnings from investing bond proceeds are maximized, assisting you in developing an effective funds draw-down schedule, etc.

**Fee For Services**

Our fee in connection with this project is proposed as follows:

- A base fee of $9,900
- Plus $1.20 for each $1,000 of bonds issued

Based on a bond amount of $5.2 million, our fee for this financing will be $16,140.

This same fee schedule will apply to each series of bonds issued. This fee is inclusive of all reasonable in-state travel and out-of-pocket expenses. Our fee is payable only if and when the bonds are sold.

Our responsibility to you and to purchasers of the bonds does not end with the payment of our fee. We continue to be available, within reasonable limits, to render advice and services to you and bond purchasers.

Thank you for the opportunity to present our services.

Sincerely,

[Signature]

Paul R. Stauder
First Vice President
Ingham County Building Authority

RESOLUTION APPROVING REFUNDING OF
2002 BUILDING AUTHORITY BONDS

WHEREAS, the County of Ingham (the “County”) established the Ingham County Building Authority (the “Authority”) pursuant to the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended; and

WHEREAS, the Authority leases the Grady Porter Building to the County under a Full Faith and Credit General Obligation Lease Contract dated as of October 1, 2001 (the “Lease”), wherein the County pays Cash Rentals to the Authority to provide for payment of the Authority’s 2002 Building Authority Bonds (the “Prior Bonds”); and

WHEREAS, the County has notified the Authority that the County has sold its 2010 Refunding Bonds (Limited Tax General Obligation) (the “Refunding Bonds”), and the proceeds of the Refunding Bonds will be sufficient to defease the portion of the Prior Bonds which are due and payable from October 1, 2012 through October 1, 2021 (the “Refunded Bonds”); and

WHEREAS, the County has requested the Authority to defease the Refunded Bonds and to call the Refunded Bonds for early redemption on October 1, 2011.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Authority hereby agrees to defease the Refunded Bonds and to call the Refunded Bonds for early redemption on October 1, 2011.

2. The Authority hereby consents to appointment of The Huntington National Bank, Grand Rapids, Michigan to serve as escrow trustee (the “Escrow Agent”). The Chairperson and Secretary are authorized to execute an Escrow Agreement (the “Escrow Agreement”) to provide for the payment of the principal of and interest on Refunded Bonds. The Escrow Agent is hereby directed to take all necessary steps to call the Refunded Bonds for early redemption on October 1, 2011, including mailing of redemption notices.

3. After the maturity or redemption of the entire outstanding principal amount of the Prior Bonds on October 1, 2011, the Lease shall terminate as provided in section 6 of the Lease. The Chairperson and Secretary are authorized to execute a Quit Claim Deed to deed the Grady Porter Building back to the County. The Secretary is authorized to deliver the Quit Claim Deed to the County after the maturity or redemption of the entire outstanding principal amount of the Prior Bonds.

4. The Chairperson and Secretary and other agents and attorneys of the Authority are authorized and directed to take all other actions necessary and convenient to facilitate issuance, sale, and delivery of the Refunding Bonds and the defease and call of the Refunded Bonds, and to execute and deliver all other agreements, documents and certificates and to take all other actions necessary or convenient to complete the transactions contemplated by this Resolution.

5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.
I hereby certify that the foregoing is a true and complete copy of a resolution duly adopted by the Ingham County Building Authority, State of Michigan, at a _____________ meeting held on November 18, 2010 at 9:00 a.m., prevailing Eastern Time, and that the meeting was conducted and public notice of the meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of the meeting were kept and will be or have been made available as required by Act 267.

If the foregoing meeting was a Special meeting, I further certify that notice of the Special meeting was given to each member of the Authority in accordance with the rules of procedure of the Authority.

I further certify that the following Members were present at the meeting: _______
___________________________________ and that the following Members were absent: __________________________________________.

I further certify that Member ________________________ moved for adoption of the resolution and that Member __________________________ supported the motion.

I further certify that the following Members voted for adoption of the resolution: __________________________________________________ and that the following Members voted against adoption of the resolution: _________________________________.

____________________________________
Secretary
KEBS, inc.
2116 Haslett Rd.
Haslett, MI 48840

Bill To
Ingham County Building Authority
PO Box 319
Mason, MI 48854

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**Agenda Item 2d**

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**Invoice**

October 25, 2010
Invoice No: 47740

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Project 83863.BND 812 E Jolly Rd

**Boundary Survey**

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<td></td>
<td><strong>2,200.00</strong></td>
</tr>
</tbody>
</table>

Total this Invoice **$2,200.00**

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812 E. Jolly Rd., Lansing
Delhi Township, Ingham County

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All fees shall be invoiced and payable at the completion of the project. Documents will not be released until final payment is received. Final survey documents shall be certified and recorded as uniform practice, if requested, after receipt of final payment. KEBS, Inc. retains the right to hold plans, submissions, and approvals, discontinue work and impose late fees of 1 1/2 % per month if payment is not received within 15 days. VISA, MASTERCARD and DISCOVER accepted.

Haslett Office (517) 339-1014, Marshall Office (269) 781-9650 CASH, CHECK OR CREDIT CARD ACCEPTED