

CHAIRPERSON
DALE COPELGE

VICE-CHAIRPERSON
VICTOR CELENTINO

VICE-CHAIRPERSON PRO-TEM
VINCE DRAGONETTI

COUNTY SERVICES COMMITTEE
DIANNE HOLMAN, CHAIR
ANDY SCHOR
MARK GREBNER
VICTOR CELENTINO
DEBBIE DE LEON
DON VICKERS

INGHAM COUNTY BOARD OF COMMISSIONERS

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

THE COUNTY SERVICES COMMITTEE WILL MEET ON TUESDAY, NOVEMBER 20, 2012 AT 6:00 P.M., IN THE PERSONNEL CONFERENCE ROOM (D & E), HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

Agenda

Call to Order

Approval of the [November 8, 2012 Minutes](#)

Additions to the Agenda

Limited Public Comment

1. [Parks Commission](#) - Interviews
2. [Historical Commission](#) - Interviews
3. [Fair Board](#) - Resolution Approving the Appointment of Sandra Dargatz as the [Manager](#) of the Ingham County Fair
4. [Animal Control](#) - Request Waive the Hiring Freeze and Delay on a Vacant [Redemption/Clerk/Dispatcher](#) Position and to Allow for Back Filling of the Position
5. [Health Department](#) - Resolution to Authorize an Agreement with the Michigan Public Health Institute ([MPHI](#)) to Implement the Michigan Pathways to Better Health Grant
6. [Farmland and Open Space Preservation Board](#)
 - a. Resolution Approving Proceeding to [Close](#) on the Open Space Conservation Easement Deed for the Kirk Melhaff and Wendy Villareal Property
 - b. Resolution Approving the [Model](#) Open Space Permanent Conservation Easement Deed as the Mechanism to Enforce and Restrict Ingham County Open Space Properties
7. [Purchasing - Living Wage Policy](#) (*Discussion Item Only*)
8. [Facilities](#)
 - a. Resolution Authorizing an Amendment to Resolution #10-353 with GAV Associates to Provide Architectural & Engineering Services for Renovations to the Ingham County [Family Center](#)
 - b. Resolution Authorizing an Amendment to Resolution #12-150 with GAV Associates, Inc. to Write Up Preliminary Construction Documents for Alterations and Renovations at [Willow Health Center](#)

9. Management Information Services - Resolution to Authorize the Purchase of a Full Security Suite for the County IT Network from [Sophos](#)

10. Department of Transportation and Road
 - a. Resolution to Approve Proposed Ingham County [Road and Bridge Projects](#) for Submission to Tri-County Regional Planning Commission to be Considered for Inclusion in the 2014 – 2017 Tri-County Regional Transportation Improvement Plan
 - b. Resolution to Approve a Second Party Agreement with [MDOT](#) and a Third Party Agreement with the City of Lansing for the Ingham County Department of Transportation and Roads in Relation to a Federally Funded Safety Project at the Intersection of Willoughby Road & Cedar Street, City of Lansing and Willoughby Road & Aurelius Road, Delhi Township
 - c. Resolution to Approve the Special and Routine [Permits](#) for the Ingham County Department of Transportation and Roads
 - d. Commissioner Training (*Discussion Item Only*)

11. Parks Department
 - a. Resolution Authorizing a Contract with Oak Construction Corporation for [Roof Replacement](#) on the Lake Lansing Boat Launch Restroom
 - b. Resolution Entering into a Lease Agreement with the Michigan Department of Natural Resources for use of the Bunker Road Landing as a [Canoe Launch](#)

12. Board of Commissioners
 - a. Resolution Authorizing [Commissioner Compensation](#) for 2013 and 2014
 - b. Resolution Amending the [Board Rules](#)

Announcements
Public Comment
Adjournment

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OR SET TO MUTE OR VIBRATE TO AVOID
DISRUPTION DURING THE MEETING**

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. Meeting information is also available on line at www.ingham.org.

COUNTY SERVICES COMMITTEE
November 8, 2012
Minutes

Members Present: Dianne Holman, Andy Schor, Mark Grebner, Victor Celentino, Debbie De Leon, and Don Vickers

Members Absent: None

Others Present: Becky Bennett, Board Chairperson Copedge, Deb Nolan, Mary Lannoye, Travis Parsons, Willis Bennett, Kevin Feuka, Sherrie Graham, LaVerne Duncan Mickel, Sandra Nolan, Eric Schertzing, Andy Levin, Dave Massaron, Vicki Pinckney, Ginger Kenney-Sweet, Tristian Walker, Hailey Oberlin and others.

The meeting was called to order by Chairperson Holman at 6:01 p.m. in the Personnel Conference Room “D & E” of the Human Services Building, 5303 S. Cedar Street, Lansing.

Approval of the October 16, 2012 Minutes

The October 16, 2012 Minutes were approved as submitted.

Additions to the Agenda

5b. Additional Information – Resolution Authorizing the Establishment of a MERS Hybrid Plan for Newly Hired Michigan Association of Police Employees (*MERS Resolutions to be Distributed at Meeting*)

8c. Additional Information – Resolution Approving the Establishment of a Property Assessed Clean Energy Program (*Tabled*): Handout- Lean & Green Michigan, Ingham County, Michigan, Proposed Pace Program, September 7, 2012 (Amended)

Limited Public Comment

None.

(Comm. De Leon arrived at 6:04 pm)

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

3. Facilities - Resolution Awarding a Contract to Len’s Carpet Care & Consultants to Provide Carpet Cleaning Services to Various County Facilities
4. Department of Transportation & Roads - Resolution to Approve the Special and Routine Permits for the Ingham County Department of Transportation and Roads

5. Human Resources
 - a. Resolution Approving a Collective Bargaining Agreement with the Michigan Association of Police
 - b. Resolution Authorizing the Establishment of a MERS Hybrid Plan for Newly Hired Michigan Association of Police Employees (*MERS Resolutions to be Distributed at Meeting*)

8. Board of Commissioners
 - a. Resolution Congratulating the FFA Chapter of Webberville
 - b. Resolution Honoring John Daher, Supervisor, Lansing Charter Township

MOTION CARRIED UNANIMOUSLY. Absent: Comm. Schor

MOVED BY COMM. VICKERS, SUPPORTED BY COMM. CELENTINO, TO APPROVE THE ITEMS ON THE CONSENT AGENDA.

MOTION CARRIED UNANIMOUSLY. Absent: Comm. Schor

1. Women's Commission - Interviews

The Committee interviewed LaVerne Duncan Mickel, and Sandra Nolan for the Women's Commission Advisory Board. Derrell Slaughter was absent from the interview. Amanda York Ellis, Teresa Wojtowicz, Rachel Asbury, Nakeshwa Jackson were previously interviewed. There are two (2) vacancies.

(Comm. Grebner stepped out at 6:10 pm)

Chairperson Holman informed the applicants of the appointment process. Comm. Celentino informed the Committee he will not be at the next Caucus; however, he will share his thoughts regarding the applicants with Chairperson Holman.

(Comm. Grebner returned at 6:13 pm)

2. Youth Commission - Interviews

The Committee interviewed Tristian Walker and Hailey Oberlin for the Youth Commission Advisory Board. Peter Atkins was absent from the interview. There are up to 18 vacancies.

(Comm. Schor arrived at 6:21 pm)

MOVED BY COMM. CELENTINO, SUPPORTED BY COMM. VICKERS, TO APPOINT TRISTIAN WALKER AND HAILEY OBERLIN TO THE YOUTH COMMISSION ADVISORY BOARD.

Chairperson Holman informed the applicants of the appointment process.

MOTION CARRIED UNANIMOUSLY.

6. Zoo - Resolution Authorizing an Amendment to the Agreement with the City of Lansing for the Lease and Operations of the Potter Park Zoo

MOVED BY COMM. VICKERS, SUPPORTED BY COMM. GREBNER, TO APPROVE THE RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE CITY OF LANSING FOR THE LEASE AND OPERATIONS OF THE POTTER PARK ZOO.

Comm. Vickers asked how this affects the schedule in the Controller's Office. Ms. Lannoye informed the Committee that she will be drafting a broad plan to present to the Commissioners.

Chairperson Holman asked for a brief summary. Ms. Graham explained this goes back to the accreditation concerns of eliminating boards in order to streamline the response time of various issues. She noted the only concern she heard was through the grapevine and that was who will take care of the grounds. She stated that nothing will change for the employees.

Ms. Graham described working with facilities and the preparation for the AZA. She stated that working with facilities during the accreditation worked well and consequently it will become permanent. Comm. Nolan complimented Mr. Terrill and Mr. Hughes for their hard work and professionalism. Ms. Graham explained the recent cleaning up of the grounds near the highway making the Zoo a safer place.

Comm. De Leon expressed her concern that the County will formally notify the City of Lansing of these contract changes. Comm. Nolan informed the Committee that the County Attorneys reviewed the changes and it is acceptable to move forward. Ms. Lannoye explained that the first step is to get approval from the Commissioners before approaching the City of Lansing. Ms. Graham noted that the Zoo Advisory Board will remain in place. Chairperson Holman stated there should be communication with the City of Lansing regarding the Zoo. Comm. Grebner reminded the Committee of the co-operating contract and assignments.

Chairperson Holman asked who is supervising the staff at the Zoo. Ms. Lannoye explained how the operations will work through the Facilities' Department. Comm. De Leon clarified that this will be another County Department that reports to the Controller and not responsible to the Board of Commissioners. Comm. Nolan explained the organizational chart was a concern of the AZA then clarified Ms. Graham's employment status. Comm. Grebner expressed his concern that the Controller has many Departments reporting to her and there may need to be a structure change in the Controller's Office.

Chairperson Holman asked the Parks Director for his comments. Mr. Bennett stated he is in support of what is being done and has no doubt this is the right direction.

The Committee agreed to formally notify the city of Lansing to the Committee's intent. Comm. Nolan will call the City of Lansing's representative; Ms. Bennett will draft a letter to the City of Lansing on behalf of the Commissioners; and Ms. Lannoye will follow-up with the County Attorney on the language in the contract.

MOTION CARRIED UNANIMOUSLY.

Ms. Graham complimented Mr. Mike Ashton, MIS Director for his professionalism and work ethic stating she is pleased with the assistance he has provided the Zoo.

7. Parks Department

- a. Resolution Approving Amended User Fees for the Hawk Island Snow Park

MOVED BY COMM. GREBNER, SUPPORTED BY COMM. VICKERS, TO APPROVE THE RESOLUTION APPROVING AMENDED USER FEES FOR THE HAWK ISLAND SNOW PARK.

Comm. Vickers asked for an update on the hill. Mr. Bennett stated that there have been meetings with Superparks, LLC to make sure the County is moving in the right direction. The hill is graded and seeded, the mechanicals are working and the balance of the equipment will be coming from Gaylord, Michigan when the weather is appropriate. Mr. Bennett noted that a Superparks, LLC employee will live in the Lansing area as per the terms of the agreement and has made their housing arrangements. Comm. Vickers asked where Superparks, LLC is located. Mr. Bennett stated they are based in Idaho.

Comm. Celentino questioned the change in fees. Mr. Bennett explained that after learning more about the industry a partial rate is recommended. He noted this is a fraction of the cost compared to competing hills. Mr. Bennett described the grooming of the hill and safety.

MOTION CARRIED UNANIMOUSLY.

- b. Resolution Approving Amendment #5 to the Hawk Island Tubing Hill Project Agreement

MOVED BY COMM. GREBNER, SUPPORTED BY COMM. VICKERS, TO APPROVE THE RESOLUTION APPROVING AMENDMENT #5 TO THE HAWK ISLAND TUBING HILL PROJECT AGREEMENT.

Mr. Bennett stated that this resolution is housekeeping because it was assumed a solid wood fence would be put in place and that has changed to a breakaway fence, at no cost to the County. He explained that a breakaway fence allows for better operations, emergencies, and ease of maintenance.

Comm. De Leon asked changing the fence has an effect on the Grant. Mr. Bennett answered no because the DNR is not concerned about what type of fence goes up.

Mr. Bennett informed the Committee that the County has received all but 10% of the Grant funds.

MOTION CARRIED UNANIMOUSLY.

- c. Resolution Approving the Lake Lansing Park-North Deer Management Plan

MOVED BY COMM. GREBNER, SUPPORTED BY COMM. VICKERS, TO APPROVE THE RESOLUTION APPROVING THE LAKE LANSING PARK-NORTH DEER MANAGEMENT PLAN.

Mr. Bennett informed the Committee that he is not 100% confident that a hunt will take place in January; however, if it does it is necessary to have the paperwork in place with the DNR this year. He noted that the designed area is away from housing.

MOTION CARRIED UNANIMOUSLY.

8. Board of Commissioners

- c. Resolution Approving the Establishment of a Property Assessed Clean Energy Program (*Tabled*)

MOVED BY COMM. GREBNER, SUPPORTED BY COMM. DE LEON, TO APPROVE THE RESOLUTION APPROVING THE ESTABLISHMENT OF A PROPERTY ASSESSED CLEAN ENERGY PROGRAM (*TABLED*).

Handout- Lean & Green Michigan, Ingham County, Michigan, Proposed Pace Program, September 7, 2012.

Ms. Lannoye pointed out the change (in bold) to the maximum aggregate and fiscal years made by the Finance Committee per her recommendation. Comm. Grebner explained that if the Board of Commissioners wanted to adopt a plan whereby the County provides financing it could be done through an amendment of the resolution. He noted that there is no provision for County financing until the Board of Commissioners' makes that decision through resolution.

Chairperson Holman asked how the decision is made to accept projects. Mr. Levin explained there is an independent review of every project and the County Treasurer is named as the authorized office in the resolution to work with Lean and Green Michigan. He noted the majority of projects will make use of private capital rather than public funding.

Comm. Vickers questioned who originally established the \$10,000,000 for the aggregate. Mr. Massaron stated that is a boilerplate number. Mr. Massaron noted that the aggregate could also be revenue bonds not only County funds. Comm. Vickers asked if there would be a County guarantee. Mr. Massaron answered no.

Comm. Vickers asked if the borrow is delinquent on the loan and the property is not eligible for tax sale at that time does the County pay the assessment or the lender. Mr. Schertzing suggested asking Mr. Levin or the County Attorney for a legal answer. Comm. Vickers suggested because it is a special assessment it would appear that the County would pay for that year. Mr. Massaron explained that legally a special assessment under the PACE statute is treated the same as delinquent property tax and the question whether it is turned over because of the special assessments under the general property tax act is a discretionary decision on the part of the governmental unit. He explained it is quite common in multiple jurisdictions where they don't turn them over because some communities do not want to take the risk if there is a tax sale shortfall. If agreement requires it then it is turned over and would follow the tax law. Mr. Massaron stated that there is nothing in the document that requires the County to pay the lender. Mr. Levin clarified that the lender takes the risk.

(Comm. De Leon left at 7:15 pm)

Ms. Lannoye gave the example, if there were \$10,000 in delinquent taxes and \$5,000 in delinquent assessment and the County sells the property for \$10,000 the taxes and assessment would be paid proportionately.

Chairperson Holman asked if the scope of the program can be restricted by the County giving the example of building types. Mr. Levin and Mr. Massaron answered yes. Comm. Celentino asked for confirmation that this is voluntary. Mr. Levin and Mr. Massaron answered yes. Mr. Levin noted this program is not designed for homeowners and single-unit homes plus a lender can decline the project.

Comm. Grebner asked if it is possible for a governmental unit to have an assessment against itself. Mr. Massaron stated he did not think so and believed it has been litigated. Mr. Levin stated it is a question of state law and believes state law does not allow it. He provided an example of the Toledo Port Authority where it is not against the law.

Chairperson Holman asked if this could be used in conjunction with Brownfield funding. Mr. Levin explained that it can be used with many incentive programs and the remainder is then PACE financed.

Comm. Schor complemented Ms. Lannoye on getting up to speed on the program so quickly. He stated that Ingham County will be a leader in the State.

MOTION CARRIED UNANIMOUSLY. Absent: Comm. De Leon

9. Board Referral - Letter from Central Michigan Group Sierra Club Chairman, Mark Muhich, Regarding the Ingham County Conservation District Funding FY 2013

Comm. Grebner suggested that any leveraging of funds require proof and is presented to the Board of Commissioners for their review.

It was clarified that the word refund in the letter refers to re-funding or requesting funds and not implying that the County owes money.

Comm. Vickers suggested inviting the Conservation District members to a meeting. Chairperson Holman stated she informed the director it was not necessary to attend tonight's meeting because the funding cycle is over. She informed the Committee she suggested the Conservation District establish a long term plan with a presentation at a future meeting. Comm. Vickers suggested meeting in January.

The history of the Conservation District and funding was discussed.

Ms. Lannoye will contact the director of the Conservation District to attend a Committee meeting in addition to advising them that proper documentation will be needed for any matching funds.

Comm. Vickers questioned why this letter is coming from the Sierra Club. Chairperson Holman stated they are just helping out the Conservation District.

The Board Referral was received and placed on file.

MOVED BY COMM. GREBNER, SUPPORTED BY COMM. CELENTINO, TO SUSPEND THE BOARD RULES TO ALLOW COMM. SCHOR TO VOTE ON THE MINUTES AND CONSENT AGENDA. Absent: Comm. De Leon

Comm. Schor voted yes to approve the minutes and the consent agenda.

Announcements

Board Chairperson Copedge announced that Mr. Neilsen attended the Lansing Task Force Meeting. He stated the importance of County representation and keeping informed of the Task Force events. There was a brief discussion of the Task Force.

Comm. Grebner stated his intention of working as a private citizen on an ethics policy for the County next year. He highlighted areas of concern. There was a brief discussion of ethics.

Public Comment

None.

The meeting adjourned at approximately 7:39 p.m.

Respectfully submitted,

Julie Buckmaster

NOVEMBER 20, 2012 COUNTY SERVICES MEETING STAFF REVIEW SUMMARY

HIRING FREEZE

The Controller recommends approval of the following hiring freeze request:

4. Animal Control—Redemption Clerk/ Dispatcher

ACTION ITEMS

The Controller recommends approval of the following action items:

3. Fair Board—*Resolution Approving the Appointment of Sandra Dargatz as the Manager of the Ingham County Fair.*

At their November 13 meeting, the Fair Board recommended Ms. Dargatz's appointment to the Board of Commissioners. Approximately 30 applications for the position were screened, and six individuals were selected for an interview. Three were granted a second interview that included a tour of the fairgrounds. The interview panel consisted of several Fair Board members and County Commissioners. Ms. Dargatz was the unanimous choice of the panel. Ms. Dargatz brings with her a wealth of management experience, as well as a background in 4-H.

5. Health Department—*Resolution to Authorize an Agreement with the Michigan Public Health Institute (MPHI) to Implement the Michigan Pathways to Better Health Grant.*

This resolution authorizes an agreement with the Michigan Public Health Institute (MPHI) to implement the Michigan Pathways to Better Health grant (MPBH) in Ingham County and surrounding areas. This is a three-year Healthcare Innovation grant funded by the United States Department of Health and Human Services (HHS), Centers for Medicaid and Medicare (CMS).

This resolution authorizes the following:

- A contract with MPHI and the Ingham County Health Department in the amount of \$590,679 for the proposed grant period of October 1, 2012 through June 30, 2013.
- Subcontracts with the following seven agencies in the amount of up to \$32,000 each to recruit and hire a Community Health Worker:
 - Allen Neighborhood Center
 - South Side Community Coalition
 - North West Initiative
 - Tri-County Office on Aging
 - Volunteers of America
 - Lansing Latino Health Alliance
 - Capital Area and Community Services
- Creation of the following temporary positions:
 - Lead Social Worker to serve as a Clinical Supervisor and Master-Trainer (ICEA/PRO8) - 1.0 FTE
 - Public Health Nurse to Serve as Clinical Supervisor and Master-Trainer (ICEA/PHN3) – 1.0 FTE (This will be filled by an existing PHN within the Health Department.)
 - Community Outreach Worker (UAW D) – 3.0 FTE
 - Health Analyst (ICEA/PRO8) – 1.0

- Power of We will be allocated \$10,000 to serve as the Convener to support the MPBH through maintenance of a functioning network of all community partner agencies and Facilitates agreements related data sharing and other functions.
- The Health Department will contract with the Ingham Health Plan Corporation in the amount of up to \$50,000 for referral services, outreach, project management and data analysis.

6(a). Farmland and Open Space Preservation Board—*Resolution Approving Proceeding to Close on the Open Space Conservation Easement Deed for the Kirk Melhaff and Wendy Villareal Property.*

This resolution approves closing on the Farmland and Open Space Preservation Board's first Open Space Conservation Easement. The purchase price of the Mehlhaff/Villareal Property is \$54,000.00 which recognizes a 10% reduction from the appraised value. The Property is 76.9 acres with more than 1200 feet of frontage along the Grand River. The property is rich in habitat areas and has excellent diversity.

6(b). Farmland & Space Open Preservation Board—*Resolution Approving the Model Open Space Permanent Conservation Easement Deed as the Mechanism to Enforce and Restrict Ingham County Open Space Properties.*

This resolution approves the Farmland and Open Space Preservation Board to use the Model Open Space Permanent Conservation Easement Deed as the mechanism to enforce and restrict open space properties in Ingham County. The Farmland and Open Space Preservation Board have been working on the language for the easement for over a year now. They approved a final version at their August 2012 meeting. This resolution would allow the Farmland and Open Space Preservation Board to use this Conservation Easement language for all open space properties selected for funding by the program.

8(a). Facilities—*Resolution Authorizing an Amendment to Resolution #10-353 with GAV Associates to Provide Architectural & Engineering Services for Renovations to the Ingham County Family Center.*

The resolution amends Resolution #10-353 which approved a contract with GAV Associates, Inc., to renovate the current unused space at the Ingham County Family Center to meet the short and long term needs of the public. After the original design was submitted, it has been found that several changes are required to complete the project successfully. Therefore, \$4,860.00 in additional funds are needed for the additional hours that are required to provide architectural and engineering services for this change in the scope of work. Funding for this project is available in the Juvenile Justice Millage line item 264-66400-818000.

8(b). Facilities—*Resolution Authorizing an Amendment to Resolution #12-150 with GAV Associates Inc. to Write up Preliminary Construction Documents for Alteration and Renovations at Willow Health Center.*

The resolution amends Resolution #12-150 which approved a contract with GAV Associates, Inc., to write up preliminary construction documents for alterations and renovations at Willow Health Center. After the original documents were submitted, there was a reduction in the original budget amount that required a complete re-design of the construction documents resulting in a need for \$4,900.00 in additional funds. Funding for the re-design is available in line item 511-61553-818000-02005.

9. Management Information Services—*Resolution to Authorize the Purchase of a Full Security Suite for the County IT Network from SOPHOS.*

The resolution authorizes a \$55,404 contract, beginning on December 1, 2012 and ending on July 31, 2017, with SOPHOS. The contract bundles our security suite software currently provided by 4 different vendors. The security suite includes mobile device management, web filtering, antivirus, e-mail filtering, and disk encryption. Bundling this security suite software will save the county ten of thousands of dollars over the 57 month period of the contract.

10(a). Department of Transportation and Road—*Resolution to Approve Proposed Ingham County Road and Bridge Projects for Submission to Tri-County Regional Planning Commission (TCRPC) to be Considered for Inclusion in the 2014-2017 Tri-County Regional Transportation Improvement Plan (TIP).*

In December, 2012, TCRPC will issue a call for projects that individual member agencies propose for inclusion in the 2014-17 TIP to receive federal funding. As the Road Commission Board previously reviewed and approved Ingham County road projects to be submitted for inclusion in the TIP, the Board of Commissioners is now requested to do the same. As provided in resolution 12-187, the County Road Advisory Board was convened for its first meeting on October 17, 2012, for, among other purposes, to advise the Board of Commissioners on projects to be submitted for federal funding.

Road Department staff started this process by recommending projects for consideration based on our road system needs, pavement condition ratings, and traffic volumes in both the urban and rural areas. Surface Transportation Program Safety and High Risk Rural Projects are recommended based on program selection criteria that look to correct locations having high accident rates. The Advisory Board discussed the staff recommendations and requested several changes as indicated in note #5 on the attached list. The list of projects resulting from both staff and Advisory Board recommendations is attached. The attached list includes projects in the current TIP for 2013 and 2014, and projects proposed for 2015 through 2017.

10(b). Department of Transportation and Roads—*Resolution to Approve a Second Party Agreement with MDOT and a Third Party Agreement with the City of Lansing for the Ingham County Department of Transportation & Roads in Relation to a Federally Funded Safety Project at the Intersection of Willoughby and Cedar Street, City of Lansing and Willoughby Road & Aurelius Road, Delhi Township.*

The Ingham County Department of Transportation and Roads received federal STP Safety funding to reconstruct the intersection of Willoughby Road and Aurelius Road and install a new traffic signal. The funding was to be combined with other funds that were allocated to reconstruct Willoughby Road from Washington Road to east of Aurelius Road. The funding level was such that we approached the city with the idea of improving the intersection of Willoughby Road and Cedar Street with our excess STP Safety funds. The City of Lansing accepted our offer and we are to the point where the funds have been obligated for construction and contracts can be executed. The scope of work at Willoughby Road and Cedar Street isn't extensive or costly (less than \$16,000), but the pedestrian signal enhancements will complete the Willoughby Road corridor from Washington Road to east of Aurelius Road.

10(c). Department of Transportation & Roads—*Resolution to Approve the Special and Routine Permits for the Ingham County Department of Transportation & Roads.*

This resolution approves 8 permits.

11(a). Parks—*Resolution Authorizing a Contract with Oak Construction Corporation for Roof Replacement on the Lake Lansing Boat Launch Restroom.*

The Parks Department owns and maintains the buildings at Lake Lansing Parks and has a roof replacement plan in place to ensure routine replacement of building roofs. Bids were solicited and evaluated by the Purchasing Department, and it is their recommendation, with the concurrence of Parks Department staff, to award the contract to Century Construction of Flushing, Michigan. This resolution authorizes a contract with Oak Construction Corporation for the replacement of the roof on the restroom at the Lake Lansing Boat Launch in amount not to exceed \$5,490. However, if roof sheathing replacement is also necessary this expense would also be authorized at a cost of \$8.00 per square foot.

11(b). Parks—*Resolution Entering into a Lease Agreement with the Michigan Department of Natural Resources for use of the Bunker Road Landing as a Canoe Launch.*

This resolution authorizes entering into a 25 year Lease Agreement with the Michigan Department of Natural Resources for the use of the property known as Bunker Road Landing. On August 22nd, 1984 the Board of Ingham County Park Trustees entered into a Lease Agreement with the Michigan Department of Natural Resources for the property now known as Bunker Road Landing. This property is currently being used as a canoe launch for the Burchfield Canoe/Kayak Trip program and is an integral and important part of that revenue generating program.

Upon a Michigan Department of Natural Resources review it was discovered the lease agreement had expired on May 1, 1994. The Michigan Department of Natural Resources desires a new Lease Agreement be executed for a term of 25 years ending on October 31, 2037.

OTHER ACTION ITEMS

12(a). Board of Commissioners—*Resolution Authorizing Commissioner Compensation for 2013 and 2014.*

12(b). Board of Commissioners—*Resolution Amending the Board Rules*

MEMORANDUM

TO: County Services Committee

FROM: Jared Cypher, Assistant Deputy Controller

RE: Appointment of Sandra Dargatz as Fair Manager

DATE: November 14, 2012

This resolution approves the appointment of Sandra (Sandy) Dargatz as the Ingham County Fair Manager. Approximately 30 applications for the position were screened, and six individuals were selected for an interview. Three were granted a second interview that included a tour of the fairgrounds. The interview panel consisted of several Fair Board members and County Commissioners. Ms. Dargatz was the unanimous choice of the panel.

Ms. Dargatz brings with her a wealth of management experience, as well as a background in 4-H. At their November 13 meeting, the Fair Board recommended her approval to the Board of Commissioners.

Please contact our office if you have any questions.

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPROVING THE APPOINTMENT OF SANDRA DARGATZ
AS THE MANAGER OF THE INGHAM COUNTY FAIR**

WHEREAS, the position of Fair Manager is currently vacant; and

WHEREAS, an interview panel consisting of Fair Board members and County Commissioners, working with the Ingham County Human Resources Department and the Controller/Administrator's Office solicited applications and interviewed candidates; and

WHEREAS, the interview panel has recommended Sandra Dargatz to be the new Fair Manager; and

WHEREAS, at their November 13, 2012 meeting, the Fair Board voted to recommend to the Board of Commissioners the appointment of Sandra Dargatz as Fair Manager.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the appointment of Sandra Dargatz as Manager of the Ingham County Fair effective December 10, 2012.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners wishes Sandra Dargatz well as she assumes her new duties.

Ingham County
Animal Control

Memo

To: County Service Committee
From: Jamie McAloon Lampman, Director
CC: Mary Lannoye, County Controller
Date: November 15, 2012
Re: Request waive of hiring freeze and delay on a vacant Redemption/Clerk/Dispatcher Position and to allow for back filling of the position.

The position of Redemption/Clerk/Dispatcher became vacant as a result of a recent resignation effective November 22, 2012. This position fulfills three separate and essential functions of the department. This position is not slated to be cut in 2012 or 2013.

This vacancy, if not filled, will create undue hardship on a multitude of levels from hindering the department's ability to function at the current capacity and impacts ICAC's ability to receive, process and dispatch citizen's complaints to officers to limiting customer service to the over-14,000 citizens who come to the shelter to redeem, relinquish or adopt animals.

ICAC has two full time clerks located in the front office Tuesday-Saturday and one full time dispatcher. Two years ago there were three fulltime clerks, and 1.5 dispatchers. Despite those staffing cuts ICAC has continued to experience a steady increase in request for services coupled with an increase in service-related revenues which have all contributed to an extremely heavy work load.

A reduction in customer service and clerical staffing at this time when demand is at it's highest will place a significant strain on all areas of the shelter as the clerks are integral to every aspect of the shelter from communicating with officers in the field and staff in the shelter to data entry, revenue generating and fielding over 100-plus calls per hour from citizens regarding animal welfare issues and departmental procedures while at the same time attending to walk-in customers at their counters.

IMPACT of Position Shortage:

1. Reduction in service hours due to inability to staff the dispatch center and office.
2. Inability to meet the demand for services. Long waiting periods. At lunch time or during illnesses, doctor's appointments or vacations the wait time for customers gets significantly longer (sometimes up to 45 minutes) if there are less than two clerks on duty the waiting time increases significantly from a normal 15 minute wait to upwards of 45 minutes or more.
3. Reduction in license revenue estimated at 5% or greater. Clerks produce hundreds of licenses each week. Loss in revenue. The revenue generated by clerks via licensing, adoptions, fees and donations is significant and will be impacted.
4. Increase in customer complaints. As phone calls back up-, phone calls go unanswered and results in delays both at the shelter and in the field.
5. Decrease in adopted animals.

Please see attached job description.

The total maximum costs with benefits will be forwarded in separate attachment.

Waiving the hiring freeze for this position not only prevents loss of revenue but has shown through previous years it has been instrumental in increasing revenue through timely, efficient and professional customer service. The shelter has worked diligently to promote a positive customer service image throughout the county that encourages people to seek and use its services.

The short term benefits of freezing this position are not in the County's best interest when compared to the negative long range consequences of undoing all the positive work that has been accomplished. This position will contribute to more adoptions, steady revenues, donations, less euthanasia and less citizen complaints due to an improved shelter atmosphere producing a better public experience.

MEMORANDUM

TO: Human Services Committee
County Services Committee
Finance Committee

FROM: Renee B. Canady, Ph.D., Health Officer

DATE: November 7, 2012

RE: Recommendation to Authorize an Agreement with the Michigan Public Health Institute (MPHI) for the Michigan Pathways to Better Health Grant

This is a recommendation to authorize an agreement with the Michigan Public Health Institute (MPHI) to implement the Michigan Pathways to Better Health grant (MPBH) in Ingham County and surrounding areas. This is a three-year Healthcare Innovation grant funded by the United States Department of Health and Human Services (HHS), Centers for Medicaid and Medicare (CMS).

In 2004 the U.S. spent more on health care than any other country in the world as a percentage of gross domestic product (15.2% in 2004) and Michigan spent 13.5% of its gross state product (GSP) on personal health care in the same year. Current rate of growth in health care spending is unsustainable and ultimately damaging to our economy and the health system.

The Michigan Public Health Institute (MPHI), in collaboration with State and community agencies, received a grant from the federal Centers for Medicare and Medicaid Services (CMS) to implement an innovative program in three counties (Ingham, Muskegon, and Saginaw). The *Michigan Pathways to Better Health* (MPBH) project will create Community Hubs (referral and tracking centers) which will coordinate community resources to deploy trained Community Health Workers (CHWs). The CHWs will be assigned to assist adult Medicaid or Medicare beneficiaries who have chronic health conditions plus social and other challenges that impede meeting their health needs. The CHWs will use evidence-based Pathways (protocols) to identify and resolve deficiencies in the Social Determinants of Health (such as housing, food, and education). In other states this approach has been shown to improve the health outcomes and result in fewer hospital admissions and Emergency Room (ER) visits. The Michigan Department of Community Health (MDCH) will collaborate with MPHI on all aspects of the project.

The goals of the program are: 1) to improve outcomes and quality indicators in management of chronic diseases and conditions (obesity, diabetes, asthma, cardiovascular disease, cancer, arthritis, etc.) for clients assisted by the CHWs. 2) Decrease unnecessary hospitalizations and ER visits for the identified at-risk persons who are Medicaid or Medicare beneficiaries, thereby decreasing the cost of their care. 3) Improve the utilization of CHWs by healthcare providers and healthcare teams to sustain this cost-effective approach to healthcare quality improvement. MPBH will work with Michigan insurers and payers to implement payment models to sustain and expand the program.

The aim of the MPBH project is to reduce by 2% over a one year period the healthcare costs of 522 adult Medicaid and/or Medicare beneficiaries with two or more chronic conditions living in Ingham County, through improved coordination of health and human services. MPBH goals are to 1) improve by 5% over one year MPBH enrollees' health indicators for chronic conditions through Community HUB and Community Health Worker (CHW) coordination of health and human services; 2) improve by 5% over one year MPBH enrollees' healthcare costs through Community HUB and CHW care coordination, reducing ambulatory-care-sensitive hospitalizations and Emergency Department visits.

Four main components of the Pathways model are: the Fiduciary, the Hub, the Care Coordination Agencies, and the Convener. Ingham County Health Department (ICHHD) was selected to be the Fiduciary because of need, high healthcare utilization, and their capacity for coordinated action. The Power of We will serve as the Convener; and Ingham Health Plan was selected as the HUB.

In addition, as the fiduciary the HD will subcontract with the following seven agencies in the amount of up to 32,000 each to recruit and hire a CHW:

Allen Neighborhood Center
South Side Community Coalition
North West Initiative
Tri-County Office on Aging
Volunteers of America
Lansing Latino Health Alliance
Capital Area and Community Services

Grant funds awarded to the Health Department will be utilized to support the creation of the following temporary positions:

Lead Social Worker to serve as a Clinical Supervisor and Master-Trainer (ICEA/PRO8)
1.0 FTE

Public Health Nurse to Serve as Clinical Supervisor and Master-Trainer (ICEA/PHN3) – 1.0 FTE (This will be filled by an existing PHN within the Health Department.)

Community Outreach Worker (UAW D) – 3.0 FTE
Health Analyst (ICEA/PRO8) – 1.0

Two existing Family Outreach Advocates within the Health Department will be assigned to work on this project as Community Outreach Workers.

Funds in the amount up to \$25,000 will be used for supplies and equipment.

The Health Department's Power of We will be allocated 10,000 to serve as the Convener to support the MPBH through maintenance of a functioning network of all community partner agencies and Facilitates agreements related data sharing and other functions.

The Health Department will contract with the Ingham Health Plan Corporation in the amount of up to \$50,000 for referral services, outreach, project management and data analysis.

The attached resolution authorizes a contract with MPHI and the Ingham County Health Department in the amount of \$590,679 for the proposed grant period of October 1, 2012 through June 30, 2013.

This project is a wonderful opportunity for our community. I recommend that the Board of Commissioners adopt the attached resolution and authorize the agreement for the Michigan Pathways grant.

Agenda Item 5

TO: Debbie Edokpolo, Assistant Deputy Health Officer

FROM: Michelle Rutkowski, Human Resources Specialist

DATE: 11/6/12

RE: MI Pathways to Better Health Projects/Community Health Worker Job Descriptions

Upon reviewing the MI Pathways to Better Health Project job descriptions for a Community Health Worker, Human Resources determines the position is equivalent to the UAW position of Family/Child/Infant Advocate. As such, the Community Health Worker positions should be paid the same starting pay as the FCI Advocates. The starting salary for a full-time FCI Advocate is \$30,681.

The Community Health Worker positions are scheduled to be temporary. It is important to note there are limits regarding the scheduling of temporary employees. The following language is found in the UAW collective bargaining agreement, Article 5, section 1E (Temporary Employees):

An employee who is hired for a period of less than 1,560 hours (full-time status), 1,170 hours (3/4 time status), and/or 780 hours (part-time status) in a 12 month period in the same position in the same department will be considered a temporary employee and shall not attain seniority in the bargaining unit and shall be compensated by wages only, and shall not be covered by the provisions of this Agreement.

Should the employee work a total of 1 560 hours (full-time status), 1,170 hours (3/4 time status), and/or 780 hours (part-time status) in a 12 month period in the same position in the same department, the employee shall be eligible for fringe benefits afforded to regular employees after said applicable number of hours, and shall acquire seniority dated back six (6) months from the date he or she completed the applicable number of hours.

Such wages shall not exceed a rate of ten percent (10%) above the beginning salary rate for that position. If a temporary employee is eventually hired into a posted regular position, the normal hiring procedures will be followed to determine the regular compensation rate.

Please contact me if you have any questions regarding this analysis.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH THE MICHIGAN PUBLIC HEALTH INSTITUTE (MPHI) TO IMPLEMENT THE MICHIGAN PATHWAYS TO BETTER HEALTH GRANT

WHEREAS, in 2004 the U.S. spends more on health care than any other country in the world as a percentage of gross domestic product (15.2% in 2004) and Michigan spent 13.5% of its gross state product (GSP) on personal health care in the same year; and

WHEREAS, current rate of growth in health care spending is unsustainable and ultimately damaging to our economy and the health system; and

WHEREAS, social determinants have an undeniable effect on health and well being; and

WHEREAS, Ingham County was one of three sites selected to participant in the Michigan Pathways to Better Health project; and

WHEREAS, the Health Department has been awarded funding by the Michigan Department of Community Health (MDCH) through the Michigan Public Health Institute (MPHI) to implement the Michigan Pathways to Better Health project in Ingham County and the surrounding area; and

WHEREAS, Ingham County's Pathways project is motivated by the project's threefold purpose: (1) to improve enrollees' health; (2) increase enrollees' utilization of primary care services; and (3) decrease the cost of enrollees' health care by reducing the unnecessary hospitalization and Emergency Room visits.

WHEREAS, Ingham County Pathways is driven by three local goals: (1) reduce the incidence of overall infant mortality and African American infant mortality in Lansing, Michigan through direct services; (2) strengthen and sustain comprehensive coordination of perinatal providers caring for women before, during, and after pregnancy, and (3) build and expand the capacity of the community to prevent infant mortality by addressing social determinants of health; and

WHEREAS, The Health Department was selected to be the Lead Agency/Fiduciary for this funding in Ingham County because of need, high healthcare utilization, and their capacity for coordinated action. The Health Department will collaborate and contract with MPHI. In addition, will act as the fiduciary and subcontract with the following seven agencies in the amount of up to \$32,000 each:

Allen Neighborhood Center
South Side Community Coalition
North West Initiative
Tri-County Office on Aging
Volunteers of America
Lansing Latino Health Alliance
Capital Area and Community Services

WHEREAS, the following temporary positions be established in the Health Department requests the establishment of the following temporary positions:

Lead Social Worker (ICEA/PRO8) – 1.0
Public Health Nurse (ICEA/PHN3) – 1.0
Community Outreach Worker (UAW D) – 3.0
Health Analyst (ICEA/PRO8) – 1.0

WHEREAS, an agreement is authorized with the Ingham Health Plan Corporation in the amount of up to \$50,000 to be the HUB for this project; and

WHEREAS, the Health Officer recommends that the Ingham County Board of Commissioners accept the grant award in the amount of up to \$590,679 from the Michigan Public Health Institute (MPHI) for the period of October 1, 2012 through June 30, 2013.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with the Michigan Public Health Institute (MPHI) to implement Ingham County Pathways in the amount of \$590,679 for the period of October 1, 2012 through June 30, 2013.

BE IT FURTHER RESOLVED, that Ingham County agrees to act as the Fiduciary and Care Coordination Agency for the Michigan Pathways to Better Health Grant in Ingham County.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes subcontracts in the amount of \$32,000 with the following agencies: Allen Neighborhood Center, South Side Community Coalition, North West Initiative, Tri-County Office on Aging, Volunteers of America, Lansing Latino Health Alliance, Capital Area and Community Services for the period of October 1, 2012 through June 30, 2013.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes a contract with the Ingham Health Plan Corporation in the amount of \$50,000 to act as the HUB on this project to provide referral and data analysis for the period of October 1, 2012 through June 30, 2013.

BE IT FURTHER RESOLVED, that the Power of We will be allocated \$10,000 to serve as the Convener to support the MPBH through maintenance of a functioning network of all community partner agencies and Facilitates agreements related data sharing and other functions.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes the establishment of the following temporary positions effective January 1, 2013:

Lead Social Worker (ICEA/PRO8) – 1.0
Public Health Nurse (ICEA/PHN3) – 1.0
Community Outreach Worker (UAW D) – 3.0
Health Analyst (ICEA/PRO8) – 1.0

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

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign the agreement and the subcontracts after review by the County Attorney.

**FARMLAND AND OPEN
SPACE PRESERVATION BOARD**

MEMO

To: Ingham County Services and Finance Committees

Date: November 1, 2012

From: Stacy Byers

Re: Resolution to close on the Open Space Permanent Conservation Easement Deed for Kirk Mehlhaff and Wendy Villareal

This resolution approves closing on the Farmland and Open Space Preservation Board's first Open Space Conservation Easement. The Mehlhaff/Villareal Property was submitted in the 2010 application and approved for negotiating through resolution 12-188 on June 26, 2012. This Open Space Conservation Easement represents the last of the offers negotiated by the Farmland and Open Space Preservation Board. All future easements are being negotiated through the Purchasing Department.

The purchase price of the Mehlhaff/Villareal Property is \$54,000.00 which recognizes a 10% reduction from the appraised value. The Property is 76.9 acres with more than 1200 feet of frontage along the Grand River. The property is rich in habitat areas and has excellent diversity.

Introduced by County Services and Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION APPROVING PROCEEDING TO CLOSE ON THE OPEN SPACE CONSERVATION EASEMENT DEED FOR THE KIRK MELHAFF AND WENDY VILLAREAL PROPERTY

WHEREAS, Ingham County desires to provide for the effective long-term protection and preservation of farmland in Ingham County from the pressure of increasing residential and commercial development; and

WHEREAS, the Ingham County Board of Commissioners adopted the Ingham County Open Space Preservation Purchase of Development Rights Ordinance adopted by Resolution #10-99 on April 13, 2010; and

WHEREAS, the Ingham County Open Space Preservation Purchase of Development Rights Ordinance authorized the establishment of the Ingham County Farmland and Open Space Preservation Board to oversee the Farmland and Open Space Preservation Program; and

WHEREAS, in the course of implementing the Ingham County Open Space Preservation Purchase of Development Rights Ordinance, the Ingham County Farmland and Open Space Preservation Board established Open Space Selection Criteria for ranking landowner applications to the Ingham County Farmland and Open Space Preservation Program and was approved by the Board of Commissioners by Resolution #12-188 on June 26, 2012; and

WHEREAS, the Ingham County Farmland and Open Space Preservation Board has scored and ranked all open space applications received for the 2010 cycle and wishes to proceed with closing the Kirk Mehlhaff and Wendy Villareal Property for an amount not to exceed \$54,000.00, in Onondaga Township; and

WHEREAS, the Ingham County Farmland and Open Space Preservation Board has funding in place to purchase Conservation Easement Deeds on Open Space properties in Ingham County.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves proceeding to close on the Kirk Mehlhaff and Wendy Villareal Property for an amount not to exceed \$54,000.00 utilizing funds from the Farmland and Open Space Preservation Millage.

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

**FARMLAND AND OPEN
SPACE PRESERVATION BOARD**

MEMO

To: Ingham County Services

Date: November 1, 2012

From: Stacy Byers

Re: Resolution approving the model Open Space Permanent Conservation Easement Deed as the mechanism to enforce and restrict Ingham County Open Space Properties

This resolution approves the Farmland and Open Space Preservation Board to use the Model Open Space Permanent Conservation Easement Deed as the mechanism to enforce and restrict open space properties in Ingham County. The Farmland and Open Space Preservation Board have been working on the language for the easement for over a year now. They approved a final version at their August 2012 meeting. This resolution would allow the Farmland and Open Space Preservation Board to use this Conservation Easement language for all open space properties selected for funding by the program.

Introduced by County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPROVING THE MODEL OPEN SPACE PERMANENT CONSERVATION
EASEMENT DEED AS THE MECHANISM TO ENFORCE AND RESTRICT INGHAM COUNTY
OPEN SPACE PROPERTIES**

WHEREAS, Ingham County desires to provide for the effective long-term protection and preservation of farmland in Ingham County from the pressure of increasing residential and commercial development; and

WHEREAS, the Ingham County Board of Commissioners adopted the Ingham County Open Space Preservation Purchase of Development Rights Ordinance adopted by Resolution #10-99 on April 13, 2010; and

WHEREAS, the Ingham County Open Space Preservation Purchase of Development Rights Ordinance authorized the establishment of the Ingham County Farmland and Open Space Preservation Board to oversee the Farmland and Open Space Preservation Program; and

WHEREAS, the Farmland and Open Space Preservation Board have been working to develop language for the Model Open Space Permanent Conservation Easement Deed and approved such language at their August 2012 meeting; and

WHEREAS, the Ingham County Farmland and Open Space Preservation Board will be seeking legal counsel approval on each Permanent Conservation Easement Deed prior to all closings.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the Farmland and Open Space Preservation Board to use the Model Open Space Permanent Conservation Easement Deed as the mechanism to enforce and restrict Ingham County Open Space Properties, as attached.

INGHAM COUNTY FOSP PROGRAM MODEL CONSERVATION EASEMENT FOR THE OPEN SPACE PROGRAM

THIS IS A MODEL CONSERVATION EASEMENT (CE) AND IS GENERIC. THE PARTS HIGHLIGHTED IN YELLOW NEED TO BE CONSIDERED AND WRITTEN SPECIFICALLY FOR EACH INDIVIDUAL CE.

PERMANENT CONSERVATION EASEMENT

This Permanent Conservation Easement Deed (hereinafter referred to as "Conservation Easement") is made this ____ day of _____, 2012 by and between XXXX [Name of owner, owners, or authorized person(s), e. g. trustee(s) (whichever is applicable), husband and wife, a single person, a trust, etc. (whichever is applicable)] (hereinafter referred to as "Grantor"), whose address is XXXX and County of Ingham, Michigan (hereinafter referred to as "Grantee"), whose address is Ingham County Farmland and Open Space Preservation Board, Post Office Box 319, Mason, MI 48854.

WHEREAS, the Grantor is the owner in fee simple of certain real property, (hereinafter referred to as "Owner's Parcel"); and

WHEREAS, Grantor desires to grant, convey and warrant a Conservation Easement over, under, upon, and across a portion of the Owner's Parcel to Grantee under the scope, terms and conditions set forth in this Conservation Easement; said portion hereinafter referred to as the "Protected Property". The portion of the Owner's Parcel not subject to this Conservation Easement is hereinafter referred to as the Exempted Area. The Protected Property and Exempted Area are legally described in **Exhibit A**. The Protected Property and Exempted Area are depicted by a map, attached hereto as **Exhibit B**. The Protected Property is xxx acres, more or less. The Protect Property is subject to any and all easements and restrictions of record; and

WHEREAS, the County seeks to acquire a Conservation Easement over, under, upon, and across the Protected Property; and

WHEREAS, the Protected Property possesses open space, scenic, aesthetic, biological, ecological, natural, watershed, and agricultural (delete those that do not apply) values of prominent importance to the Grantor, the Grantee, and the public, which values are referred to as the "Conservation Values" in this Conservation Easement; and

WHEREAS, the State of Michigan has recognized the importance of protecting natural and agriculture resources through the Michigan Constitution of 1963, Article IV, and various statutes, and the Natural Resources and Environmental Protection Act of 1994, Part 21, MCL 324.2140-2144 contemplates the creation of permanent conservation easements as non-possessory interests in land or water and permits such easements to be held by charitable and other eligible entities;

NOW, THEREFORE, GRANTOR AND GRANTEE AGREE TO THE FOLLOWING:

I. CONVEYANCE. The Grantor grants, conveys and warrants to the Grantee this perpetual Conservation Easement over, under, upon and across the Protected Property. The scope, terms, and conditions of this Conservation Easement are set forth in this Conservation Easement. This Conservation Easement is a perpetual gift from the Grantor to the Grantee.

II. PURPOSES OF THIS CONSERVATION EASEMENT. The general purpose of this Conservation Easement is to ensure that the Protected Property shall be perpetually preserved in a natural condition or in a combination of natural and agricultural conditions. By way of example only, the natural condition may be woodlands, wetlands, grasslands or successional stages, or a combination of these. The open space and scenic values of the Protected Property shall be maintained. The specific purpose of the Conservation Easement is to protect, maintain, and enhance the Conservation Values of the Protected Property, in particular its open space and scenic values, its habitat for native plants and animals, its ecological and wildlife values, its natural features, its watershed values, and its agricultural values,. Any use of the Protected Property that may impair or interfere with the Conservation Values described below is expressly prohibited.

III. CONSERVATION VALUES OF THE PROTECTED PROPERTY, ZONING, AND RELEVANT PUBLIC POLICY. The Protected Property possesses open space, scenic, biological, ecological, natural, watershed, and agricultural (delete those that do not apply) Conservation Values of prominent importance to the Grantor, Grantee, and the public. The Protected Property is preserved pursuant to clearly defined government conservation policy and yields a significant public benefit.

A. The Protected Property has the following Conservation Values: (delete those Values that **do not** apply to the Protected Property)

NOTE TO EVERYONE familiar with the Protected Property, including Grantor and people assisting the Grantor: It is important to include all of the Conservation Values that are *specific* to this Protected Property, but **not to include any values that do not apply** to the Protected Property. Any pertinent local governmental policy statements, goals, and laws that relate to the Conservation Values should also be included. Feel free to suggest: (i) changes to the Conservation Values listed, (ii) additions to those values listed, and (iii) deletion of any of those listed. In particular, people that have walked the Protected Property should think about the Conservation Values of the Protected Property and make any relevant suggestions.

OPEN SPACE AND SCENIC VALUES (include only those that are applicable)

1. The Protected Property preserves open space for the scenic enjoyment of the general public.
2. It is a scenic landscape with agricultural and natural character that is visible to the public from xxx Roads, both public roads, and it would be adversely affected by development.
3. It gives relief from urban and suburban closeness.
4. It is an attractive rural landscape that is located in an area that is experiencing fragmented housing development with approximately ten (10) new home sites of less than one to several acres within one mile of the Protected Property in the last 4 years.
5. The Property is desirable for development, and, if developed, it would destroy many of its Conservation Values.

WILDLIFE, ECOLOGICAL, AND HABITAT VALUES (include only those that are applicable)

1. The Protected Property preserves natural habitat for native plants and animals, including turkey and white-tailed deer.
2. It contains corridor habitat that facilitates wildlife movement through the surrounding rural landscape.
3. It contains significant, natural woodland habitat, which includes a diversity of native species, trees of many age classes and structural diversity, including a multi-story canopy, standing dead trees, and downed logs.

4. The natural woodland that exists on the Protected Property has vegetation similar to the vegetation present before settlement by Europeans.
5. Wetlands, as described in Wetland Protection, Part 303 of the Michigan Natural Resources and Environmental Code MCL 324.30301 *et seq.*, are present on the Protected Property.
6. The wetlands provide habitat for aquatic invertebrates, amphibians, reptiles and aquatic and emergent vegetation.
7. If present on the Protected Property, make a statement about rare, endangered, and threatened species, and species of special concern (give names of species).
8. If present on the Protected Property, make a statement about grassland habitat.
9. The woodland is important in the utilization and retention of atmospheric CO₂.
10. The Property is close proximity to the following protected properties which similarly preserve natural habitat: insert names.

WATERSHED VALUES (include only those that are applicable)

1. The woodland (and other natural vegetation)(state if vegetation is other than woodland) on the Protected Property protects the _____ watershed by improving the quality and quantity of water in the watershed and in the water flowing into the ____ Rivers and Lake Michigan through reduction of soil erosion and removal of nutrients.
2. There are ____ county drains on the Protected Property.
3. It has _____ feet of frontage on the _____ (river, stream, lake).
4. The majority (or give %) of the Protected Property is in the 100-year flood plain.
5. The land protects the _____ aquifer. (Describe what areas it protects.)

AGRICULTURAL VALUES (delete if not applicable)

1. The Protected Property preserves important agricultural land.
2. Approximately ____% of the Protected Property is currently used for agriculture and it has been in agriculture for approximately _____ years.
3. It consists of approximately ____ acres of “prime farmland” (____%) and ____ acres of unique farmland (____%) as classified by the Natural Resources Conservation Service, U.S. Department of Agriculture. The soil types are described in the Baseline Document referred to in Part V below.
4. Both the township and the county have strong agricultural economies.

B. Zoning

The Protected Property is located in _____ Township. It is zoned ____ and is in a ____ Zoning District. It has this designation on the current Township, County, other? Master Plan, approved _____. _____ Township does its own zoning.

C. Relevant Public Policy

This Conservation Easement on the Protected Property advances specific public policies of promoting land conservation and will provide significant public benefit. The Protected Property is preserved pursuant to clearly delineated federal, state, and local land conservation policy. The following laws establish some of this relevant public conservation policy:

- Water Pollution Control Act of 1972, 33 USC 1251 *et seq.*
- MCL 324.30301 *et seq.* (Wetland Protection)
- MCL 324.30101 *et seq.* (Inland Lakes and Streams)
- MCL 324.36101 *et seq.* (Farmland and Open Space Preservation)
- MCL 324.9101 *et seq.* (Soil Erosion and Sedimentation Control)
- MCL 324.35501 *et seq.* (Biological Diversity Conservation)

IV. DESCRIPTIONS AND COMMITMENTS OF THE PARTIES INVOLVED

A. Grantor is the fee simple title owner of the Protected Property and is committed to preserving the Conservation Values of the Protected Property. The Grantor agrees to confine use of the Protected Property to activities consistent with the purposes of this Conservation Easement and the protection of its Conservation Values. Any use of the Protected Property that may impair or interfere with the Conservation Values described above is expressly prohibited.

B. Grantee (Ingham County): (i) is a qualified holder of this Conservation Easement, (ii) is a tax-exempt, nonprofit Michigan corporation qualified under the Natural Resources and Environmental Protection Act (PA 451 of 1994), Part 21, Subpart 11, Conservation and Historic Preservation Easement, MCL 324.2140 *et seq.* and under Internal Revenue Code Sections 501(c)(3) and 170(h)(3), (iii) is committed to preserving the Conservation Values of the Property and upholding the terms of this Conservation Easement, (iv) has the resources to enforce this Conservation Easement, (v) preserves natural habitats of plants and animals, including fish and other wildlife, and the ecosystems that support them, and (vi) preserves open space lands, including natural and agricultural lands, where such preservation is for the scenic enjoyment of the general public or pursuant to clearly delineated governmental conservation policies, or both, and where it will yield significant public benefit.

V. BASELINE DOCUMENT. The Conservation Values of the Protected Property are documented in a natural resource inventory, the Baseline Document, signed and dated by the Grantor and Grantee. The Baseline Document, incorporated herein by reference, consists of general and legal descriptions of the Protected Property, a brief history of the use of the land, a description of the soils, wetlands, prominent vegetation, specific flora and fauna and distinctive natural features of the Protected Property, maps and photographs, and a depiction of all existing human-made modifications. Each party agrees that the Baseline Document is an accurate representation of the Protected Property at the time of donation of this Conservation Easement, and each party acknowledges receipt of a copy of this Baseline Document by signing this Conservation easement. The Baseline Document is intended to serve as an objective information baseline for monitoring the provisions of this Conservation Easement and may be used to enforce the provisions of the Conservation Easement. In any conflict between the terms of this Conservation Easement and the Baseline Document, the terms of the Conservation Easement shall prevail.

VI. PROHIBITED ACTIONS. The Protected Property is for conservation purposes and any activity on or use of the Protected Property that is inconsistent with the purposes of this Conservation Easement or is detrimental to the Conservation Values is expressly prohibited. By way of example, but not by way of limitation, the following activities and uses of the Protected Property are prohibited (delete those below that are not relevant; add any that are relevant).

Division. Any legal or *de facto* division of the Protected Property of less than 160 acres is prohibited. Any parcel resulting from a division or subdivision shall be under all the same provisions as the Conservation Easement.

Commercial Activities. Any commercial activity on the Protected Property is prohibited, except as permitted under Part VII.

Industrial Activities. Any industrial activity on the Protected Property is prohibited.

Agricultural Activities. Any agricultural activity on the Protected Property is prohibited, except as permitted under Part VII B.

Structures. The construction or placement on the Protected Property of any human-made structures, such as but not limited to, buildings, fences, dams, broadcast towers, roads and parking lots is prohibited, except as permitted under Part VII.

Land Surface Alteration. There shall be no filling, excavating, grading, or mining and no removal, addition, processing or alteration of soil, sand, gravel, rock, peat, or other materials that result in alteration of the surface topography of the Protected Property, except as permitted under Part VII.

Bodies of Water, Wetlands and Ground Water. Natural bodies of water, including, but not limited to lakes, ponds, water courses, and natural wetlands, may not be altered and ground water may not be diverted, except as permitted under Part VII.

Waste and other Offensive Materials. There shall be no storage, dumping, processing, or disposal of liquid or solid waste, including, but not limited to, pesticides and other hazardous chemicals, abandoned vehicles and other human-made items, junk, trash, dead animals, and other offensive materials on the Protected Property, except for waste generated on the Protected Property and treated in a properly designed and authorized waste system. There shall be no use of the Protected Property for sanitary landfill, for underground tanks, or for the installation and use of an incinerator.

Signs and Billboards. Billboards are prohibited. Signs are prohibited except:

- to state the name of the Grantor, the address of the Property, and contact information,
- to state that the area is protected by a Conservation Easement,
- to state that trespassing or any other unauthorized entry or use is prohibited,
- to identify and interpret trails and natural features,
- to warn of the presence of dogs or other animals,
- to advertise that all or part of the Property is for sale or rent.

VII. PERMITTED USES. The Grantor retains all ownership rights that are not expressly restricted by this Conservation Easement. In particular, the following rights are reserved:

A. Right to Convey. The Grantor retains the right to sell, mortgage, bequeath, donate, assign or lease the Protected Property as a whole. Any subsequent Grantor, lien holder, lessee, or other beneficiary of an interest in the Protected Property is bound by all the provisions and obligations in this Conservation Easement. Any document of conveyance, including deeds and leases, shall state the existence of and shall remain subject to the terms of this Conservation Easement and shall include a brief statement of its purpose. The Grantor will notify the Grantee of the conveyance of any interest in the Protected Property within thirty (30) days of the date the conveyance takes effect. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

B. (Inclusion of this is CE specific) Right to Conduct Agriculture. The Grantor retains the right to use the Protected Property for agriculture within the Agricultural Area. The Agricultural Area is the area of the Protected Property on which agriculture may be practiced; agriculture may not be practiced outside the Agricultural Area. The agricultural Area is depicted by a map, attached hereto as Exhibit C. Agriculture means the use of undeveloped land for the production of plant and animal crops useful to humans, including grains, feed crops, and field crops; forages and sod crops; dairy animals and dairy products; other livestock, including cattle, swine, sheep, equines, and other animals; poultry and poultry products; vegetables, fruits, berries, nuts, grasses, seeds, herbs, flowers; nursery stock; Christmas trees; and other similar crops. All agriculture operations shall use current, generally-accepted best management practices. Permanent buildings for agriculture, or for any other purpose, may not be erected on the land protected by this Conservation Easement. If agriculture is no longer conducted on the Protected Property, the Grantor shall undertake to convert the agricultural land to natural land with native vegetation as provided in VII.C.

C. (Inclusion of this is CE specific) Right to Convert Vegetation. The Grantor retains the right to convert any agricultural land to natural land with native vegetation, including trees. Conversion may occur by natural succession or by management actions such as planting, prescribed burning, and vegetation manipulation, or both. All management actions shall conform to current, generally-accepted best management practices in use

at the time of the management action. Before beginning conversion, the Grantor shall provide a written plan to the Grantee for the Grantee's review and approval. The Grantor retains the right to convert any of the converted land back to agriculture at a future time.

D. (Inclusion of this is CE specific) Right to Conduct Timber Operations. The Grantor retains the right to conduct timber operations on the Protected Property. All timber operations must conform to current, generally-accepted best management practices for conservation and shall be conducted in a manner that is not inconsistent with the purposes of this Conservation Easement. The goals of such timbering plans and practices shall include the preservation of the conservation and scenic values of the woodlands.

E. (Inclusion of this is CE specific) Right to Manage Vegetation in Woodlands. All woodlands should be managed to ensure the ecological well-being of the woodlands. Current, generally-accepted best management forestry procedures should be used with emphasis on removing non-native vegetation and increasing the abundance of native trees and shrubs. Trees may be harvested.

F. (Inclusion of this is CE specific) Right to Manage Vegetation in Grasslands. All grasslands should be managed to ensure the ecological well-being of the grasslands. Current, generally-accepted best management procedures should be used with emphasis on removing non-native vegetation and increasing the abundance of native plants.

G. (Inclusion of this is CE specific) Right to *De minimis* Activity. *De minimis* activity, such as walking tours of the Protected Property, is permitted only if it is consistent with the purposes of this Conservation Easement and does not adversely affect the Conservation Values of the Protected Property.

H. Right to Use Vehicles. The Grantor retains the right to use vehicles on the Protected Property as required for allowed and permitted uses of the Property Property such as agriculture, timber operations, and land restoration activities. In addition, the Grantor retains the right to use golf carts and similar small, wheeled vehicles on the Protected Property, with such use only allowed as permitted by the Grantor or the designated representative(s) of the Grantor and provided the activities do not adversely affect the Conservation Values of the Protected Property.

I. Right to Trails. The Grantor retains the right to have unpaved, low-impact, pedestrian trails on the Protected Property provided such trails do not adversely affect the Conservation Values of the Protected Property.

J. Right to Recreational Use. The Grantor retains the right to use, and to permit others to use, the Protected Property for recreational purposes, including hunting and fishing, pursuant to applicable state and federal regulations that are in effect at the time. Any structures erected for recreational use, such as, but not limited to, blinds, tents, pond docks, and sitting platforms by ponds, shall not be permanent.

K. Right to Ponds. The Grantor retains the right to build or alter ponds provided that all current governmental rules and regulations are followed.

L. Right to Structures. Structures, such as, but not limited to, platforms, benches, tents, bridges and blinds, may be erected for recreational and conservation use, provided they are not permanent and they do not adversely affect the Conservation Values of the Protected Property.

M. (Inclusion of this is CE specific) Right to Construct Perimeter Barriers. The Grantor retains the right to construct perimeter barriers, for example, placement of boulders, to prevent unauthorized access to the Protected Property by vehicles or other means, provided they do not adversely affect the Conservation Values of the Protected Property and provided the plans for building the barriers are submitted and approved by the Grantee in writing before any construction commences.

N. Hydrocarbons. The Grantor retains the right to lease and extract hydrocarbons. Hydrocarbon exploration and extraction activities shall be limited to one (1) 1-acre site for every full forty (40) acres of Protected Property. The boundaries of any site shall not be closer than three hundred (300) feet of any natural water feature, including wetlands. Access roads and any other disturbance of the land associated with a well

shall have minimal impact on the land and the Agricultural and Conservation Values of the Protected Property and shall not be permanent. The land shall be returned to pre-exploration and pre-extraction conditions within one (1) year from the date of discontinuance of exploration and extraction operations. Any future leases associated with the exploration and extraction of hydrocarbons shall be subordinate to all the provisions of this Conservation Easement. Grantor shall obtain written approval from Grantee, as described in Sections X., for any proposed exploration and extraction activity. (Note: Grantee will accept CEs that have a provision that allows for hydrocarbon exploration and extraction on the Protected Property, if it is written appropriately, but such a provision could jeopardize the use of the CE as a tax-deductible donation. Landowners should consult with their tax advisers and other advisors for the best course of action for them.)

O. Rights Consistent with the Conservation Easement. All rights retained by the Grantor or not prohibited by this Conservation Easement are considered to be consistent with the conservation purposes of this Conservation Easement and shall be exercised so as to prevent damage to or degradation of the Conservation Values of the Protected Property.

VIII. RIGHTS OF THE GRANTEE. The Grantor conveys the following rights upon the Grantee to perpetually maintain the Conservation Values of the Property:

A. Right to Enter. The Grantee or its designated representative has the right to enter the Protected Property either directly or through the Property at reasonable times to monitor the provisions of the Conservation Easement. Furthermore, the Grantee or its designated representative has the right to enter the Protected Property either directly or through the Property at reasonable times to enforce compliance with, or otherwise exercise its rights under, this Conservation Easement. However, the Grantee or its designated representative may not unreasonably interfere with the Grantor's use and quiet enjoyment of the Protected Property. Entry to the Protected Property by the Grantee or its designated representative does not require notification of the Grantor; however, a reasonable effort will always be made to do so. The Grantee or its designated representative has no right to permit others to enter the Property. The general public is not granted access to the Property pursuant to this Conservation Easement. The Grantee's rights do not include the right, in absence of a judicial decree, to enter the Property for the purpose of becoming an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U. S. C. §9601 *et seq.*

B. Right to Preserve. The Grantee has the right to prevent any activity on or use of the Protected Property that is inconsistent with the purposes of this Conservation Easement or detrimental to the Conservation Values of the Protected Property, including the right to enforce the provisions of this Conservation Easement by proceedings of law or equity, or both.

C. Right to Require Restoration. The Grantee has the right to require the Grantor to restore any part of the Protected Property that is damaged by any activity inconsistent with this Conservation Easement back to the conditions existing at the time of the granting of this Conservation Easement or to conditions acceptable to the Grantee.

IX. GRANTEE REMEDIES.

A. Grantee's Discretion. The Grantee has the discretion to enforce, delay, or forbear exercising its rights under this Conservation Easement. A delay in enforcement shall not be construed as a waiver of Grantee's right to enforce the terms of this Conservation Easement nor can such delay be used as an equitable defense in estoppel or laches.

B. Acts Beyond the Control of the Grantor. The Grantee may not bring an action against the Grantor for any changes to the Protected Property resulting from causes beyond the control of the Grantor, including, but not limited to, actions by trespassers, unauthorized actions by third parties, natural disasters such as fires, floods, storms, natural earth movements, and diseases, or the well-intentioned actions of the Grantor in response to an emergency. The Grantor has no responsibility under this Conservation Easement for such unintended modifications. Grantee reserves the right to proceed against any third party for any action in violation of this Conservation Easement.

C. Notice and Demand.

If the Grantee reasonably believes that the Grantor is in violation of this Conservation Easement or that a violation is threatened, the Grantee shall provide written notice of this to the Grantor. The written notice will identify the violation or threat of a violation and request corrective action to cure the violation or the threat of a violation and, where the Protected Property has been injured, to restore it.

If the Grantee determines that this Conservation Easement is violated or is expected to be violated and the Grantee's good-faith and reasonable efforts to notify the Grantor are unsuccessful, the Grantee may pursue its lawful remedies to mitigate or prevent harm to the Conservation Values of the Protected Property without advance notice and without waiting to give the Grantor opportunity to cure. The Grantor agrees to reimburse the Grantee for all actual costs, including attorney fees, associated with these efforts.

If the Grantee determines, at its sole and reasonable discretion, that a violation constitutes immediate and irreparable harm, no written notice is required and the Grantee may immediately pursue its legal remedies to prevent or limit harm to the Conservation Values of the Property. The Grantor agrees to reimburse the Grantee for all actual costs, including attorney fees, associated with these efforts.

D. Failure to Act.

If the Grantor does not implement the corrective measures requested by the Grantee within twenty-eight (28) days after receiving written notice, the Grantee may bring an action in law or in equity, or both, to enforce the terms of the Conservation Easement. In the case of immediate or irreparable harm, as determined solely and reasonably by the Grantee, or if the Grantor is unable to be notified, the Grantee may invoke these same remedies without notification or without waiting for the expiration of the twenty-eight (28)-day period.

The Grantee is entitled to enjoin the violation through temporary or permanent injunctive relief and to seek specific performance, declaratory relief, restitution, reimbursement of expenses, or an order compelling the Grantor to restore the Protected Property, or any combination of these. If the court determines that the Grantor has failed to comply with this Conservation Easement, the Grantor shall also reimburse the Grantee for all actual litigation costs, including all actual attorney fees, and all costs of corrective action and restoration of the Protected Property incurred by the Grantee.

E. Actual or Threatened Non-compliance. The Grantee's rights under this Part, Grantee Remedies, apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. The Grantor agrees that the Grantee's claim for money damages for any violation of the terms of this Conservation Easement is inadequate. The Grantee shall also be entitled to affirmative and prohibitive injunctive relief and specific performance, both prohibitive and mandatory. The Grantee's claim for injunctive relief or specific performance for a violation of this Conservation Easement shall not require proof of actual damages to the Conservation Values.

F. Cumulative Remedies. The preceding remedies of the Grantee are cumulative. The Grantee may invoke any, or all, of the remedies if there is an actual or threatened violation of this Conservation Easement.

X. NOTIFICATION PROVISIONS. Whenever the Grantee's approval is required under this Conservation Easement, the Grantee is entitled to sixty (60) days to respond following written notification. If the Grantee fails to respond within sixty (60) days after it receives the written request, then its approval shall be deemed

given. This implied approval shall not extend to any activity contrary to this Conservation Easement or impairing any Conservation Value. The Grantee's approval shall continue for three (3) years. If the approved activity is not completed within three (3) years after the date of approval, then the Grantor must resubmit the written request to the Grantee.

XI. MONITORING. The Grantee shall monitor the Protected Property to ensure that the provisions of the Conservation Easement are being followed.

XII. HAZARDOUS MATERIALS. The Grantor warrants that the Grantor has no knowledge of the existence, release, or possible release of any hazardous material on, at, beneath, or from the Protected Property (Include if relevant to CE) other than hazardous materials that are used in normal farming operations and are used and stored in accordance with all local, state, and federal rules and laws]. The Grantor agrees to hold harmless, defend and indemnify the Conservancy against any litigation, claims, demands, penalties and damages, including actual attorney fees, arising from or connected with the existence, release or threatened release of any hazardous material on, at, beneath, or from the Protected Property, or arising from or connected with a violation of any environmental law by the Grantor or any previous owner of the Protected Property.

XIII. OWNERSHIP COSTS AND LIABILITIES.

The Grantor and the Grantor's heirs, successors and assigns, shall bear all costs and liabilities of any kind related to Protected Property ownership, operation, maintenance, including all taxes and assessments, and shall maintain adequate liability insurance. The Grantee shall have no liability or other obligation for costs, liabilities, taxes, assessments, or insurance of any kind related to the Protected Property. The Grantee shall not be held responsible for these or any other financial obligations on the Protected Property incurred by the Grantor.

The Grantor agrees to hold the Grantee and the Grantee's trustees or directors, officers, members, employees, representatives and agents harmless from any and all costs, claims or liability, including but not limited to actual attorney fees, arising from any personal injury, death, accident, negligence or damage relating to the Protected Property or its contents, any use, storage, or deposit of any hazardous material on the Protected Property, or any claim thereof. The Grantor agrees to indemnify the Grantee for any such claims arising during the term of the Grantor's ownership of the Protected Property.

XIV. SUBORDINATION. Any mortgage, lien, lease, or other claim on the Protected Property having an effective date after the date of this Conservation Easement will be subject and subordinate to the terms of this Conservation Easement.

XV. SEVERABILITY. If any provision of this Conservation Easement or the application of any provision to any person or circumstance is determined to be invalid, the remaining provisions of this Conservation Easement and their application to other persons and circumstances will not be affected and will remain in force.

XVI. SUCCESSORS.

This Conservation Easement is intended to run with the land and is binding upon, and inures to the benefit of, the Grantor's and the Grantee's heirs, assigns, and successors in interest. All subsequent owners and their personal representatives, heirs, executors, administrators, assigns, and successors in interest of the Protected Property are bound to all provisions of this Conservation Easement to the same extent as the original Grantor and Grantor's personal representatives, heirs, executors, administrators, assigns, and successors in interest of the Protected Property. The provisions of this Conservation Easement shall continue as a servitude running in

perpetuity with the Protected Property, regardless whether future conveyances of the Protected Property expressly refer to this Conservation Easement.

The Grantor agrees to state in writing in any document of conveyance, including but not limited to any deed or lease, the existence of this Conservation Easement and include a brief statement of its purpose. The Owner agrees to notify the Conservancy in person or by registered mail of the name and address of any party to whom the Protected Property or any interest in the Protected Property is to be transferred within thirty (30) days of the date the conveyance takes effect.

XVII. TERMINATION OF THE RIGHTS AND OBLIGATIONS OF A PARTY. A party's rights and obligations under this Conservation Easement terminate upon transfer of that party's interest in the Protected Property. Liability for acts or omissions occurring before transfer will survive the transfer.

XVIII. TRANSFER OF THE CONSERVATION EASEMENT. If the Grantee ceases to exist, or if it fails to be a qualified organization with purposes as specified in the Internal Revenue Code, 26 USC 170(h)(3), or if it is no longer authorized to acquire and hold conservation easements, or if it determines to no longer hold this Conservation Easement, then this Conservation Easement shall become vested in another qualified organization with purposes as specified in the Internal Revenue Code, 26 USC 170(h)(3) and with authority to hold this Conservation Easement in accordance with the Natural Resources and Environmental Protection Act (NREPA) (PA 451 of 1994), Part 21, Subpart 11 (Conservation and Historic Preservation Easement) (Michigan Compiled Law 324.2140 *et seq.*) and any relevant successor sections. The Grantee's rights and responsibilities shall be assigned to any entity having similar conservation purposes to which such rights and responsibilities may be awarded under the *cy pres* doctrine. Any assignee of this Conservation Easement, and its successors or assigns, shall have the same right to assign this Conservation Easement as herein provided to the Grantee.

XIX. TERMINATION OF THE CONSERVATION EASEMENT. This Conservation Easement is intended to be perpetual. If all or any part of the Protected Property is taken by exercise of the power of eminent domain by public, corporate, or other authority, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full, current value of the interests in the Protected Property being taken and all incidental or direct damages resulting from the taking. All actual expenses incurred by the parties to this Conservation Easement in connection with the taking shall be paid by the taking party. Grantor shall be compensated by the taking party for the full, current agricultural value of the Protected Property and Grantee shall be compensated by the taking party for the full, current development rights value of the Protected Property. Grantee funds shall be returned to the Ingham County Farmland and Open Space Preservation Fund.

XX. LIBERAL CONSTRUCTION. This Conservation Easement shall be liberally construed in favor of maintaining the Conservation Values of the Protected Property and in accordance with the NREPA (PA 451 of 1994), Part 21, Subpart 11 Conservation and Historic Preservation Easement, (MCL 324.2140 *et seq.*) and any relevant successor sections.

XXI. EXHIBITS. This Conservation Easement includes, and incorporates herewith, the following Exhibits:

- A. Exhibit A – Legal Description of Protection Property
- B. Exhibit B – Map of the Protected Property
- C. Exhibit C – Map of the Protected Property Agriculture Area

XXII. CONSERVATION EASEMENT ESTABLISHMENT AND GRANTEE QUALIFICATIONS UNDER MICHIGAN LAW AND UNITED STATES TREASURY REGULATIONS.

A. This Conservation Easement is an interest in real property and is created pursuant to the NREPA (PA 451 of 1994), Part 21, Subpart 11 Conservation and Historic Preservation Easement) (MCL 324.2140 *et seq.*).

B. This Conservation Easement is established for conservation purposes pursuant to Section 170(h) of the Internal Revenue Code, specifically 26 USC 170(h)(1)-(6), as well as 26 USC 2031(c), 26 USC 2055, and 26 USC 2522, and 26 CFR 1.170A-14 *et seq.* as amended.

C. Grantee is qualified to hold conservation easements pursuant to the NREPA (PA 451 of 1994), Part 21, Subpart 11 (Conservation and Historic Preservation Easement) (MCL 324.2140 *et seq.*) and under Internal Revenue Code 26 USC 170(h)(3), because it is a publicly-funded, non-profit 501(c)(3) organization operated primarily to accept lands and easements for the purpose of preserving and protecting open space, scenic, natural, recreational, agricultural, and educational values of real property; and having a commitment to protect the Conservation Values of this Conservation Easement, and the resources to enforce the restrictions hereof.

XXIII. NOTICES. For purposes of this Conservation Easement, notices shall be provided in writing to either party and delivered either by personal delivery or by U. S. Postal Service certified mail, with return receipt required, to the relevant party at the address shown at the beginning of this Conservation Easement or to the last known address of the party. All notices shall be deemed to have been duly given when delivered personally or on receiving the return receipt for the certified mail.

XXIV. MICHIGAN LAW. This Conservation Easement will be construed in accordance with Michigan Law and shall be enforceable against any subsequent owner of the Conservation Easement.

XXV. ENTIRE AGREEMENT. This Conservation Easement sets forth the entire agreement of the parties. It supersedes all previous discussions and understandings.

Grantor:

By: (Name of owner)(If there is more than one name, type in a signature line and notary section for each name)

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20xx
by (Name of Grantor).

) _____, Notary Public

_____ County, Michigan

My commission expires: _____

Acting in _____ County, Michigan

Grantee:

By: XXXXXX

Its: Chairperson, Ingham County Board of Commissioners
STATE OF MICHIGAN)

)ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20xx
by XXXXXX, Chairperson, County Board of Commissioners, as authorized representative of the County of
Ingham, Michigan.

_____, Notary Public

_____ County, Michigan

My commission expires: _____

Acting in _____ County, Michigan

Send subsequent tax bills to Grantor.

Drafted By:

Stacy Byers, Director
Ingham County Farmland and Open Space Preservation
Program
P.O. Box 319
Mason, MI 48854

When Recorded Return To:

Ingham County Farmland and Open Space
Preservation Board
P. O. Box 319
Mason MI 48854

Approved as to form by:

Timothy M. Perrone,
Cohl, Stoker & Toskey, P.C.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION ESTABLISHING A POLICY TO REQUIRE THE PAYMENT OF A LIVING WAGE

RESOLUTION #03-168

WHEREAS, the Ingham County Board of Commissioners desires to increase the quality and reliability of services procured for Ingham County or provided Ingham County inhabitants by promoting higher productivity and retention of employees working for Ingham County on Ingham County contracts; and

WHEREAS, the Ingham County Board of Commissioners desires to use Ingham County spending and procurement of services to require covered employers who provide services to Ingham County to pay their employees a "Living Wage" sufficient to meet their employees' basic subsistence needs; and

WHEREAS, the Ingham County Board of Commissioners desires to raise the income of low-income working people and their families employed by covered employers on Ingham County contracts; and

WHEREAS, the Ingham County Board of Commissioners desires to use Ingham County spending to encourage the development of jobs paying wages above the poverty level; and

WHEREAS, the Ingham County Board of Commissioners, under this policy, does not intend to establish any generally applicable County minimum wage, or regulate the wages paid by any business or individual that chooses not to provide services covered by this policy to the County; and

WHEREAS, the Ingham County Board of Commissioners desires to provide incentives for covered employers to provide health insurance to their employees; and

WHEREAS, the economic research summarized in the Economic Policy Institute's August 2000 issue guide, "Higher Wages Lead to More Efficient Service Provision," indicate that payment of higher wages is associated with greater business investment in employee training, higher productivity, and lower employee turnover; and

WHEREAS, the Ingham County Board of Commissioners references the Michigan League for Human Services October 1998 report, "Economic Self-Sufficiency: A Michigan Benchmark," that a family of three required at that time, on average \$2,724 a month to pay for housing, food, child care, health care, transportation, clothing, household supplies, a telephone, and taxes, and this was at the time equivalent to an hourly wage of \$15.83 for households with a single worker and \$7.92 for households with two workers; and

WHEREAS, while the 2002 United States Department of Health and Human Services federal poverty guideline was \$18,100 a year for a four-person family income near the poverty level is not a desirable standard of living sufficient to meet the subsistence needs of a family in Ingham County and its surrounding communities.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby requires that each contractor pay its employees providing services under the contract wages which are greater than or equal to a living wage, and meets other conditions, as defined in this policy.

BE IT FURTHER RESOLVED, that this policy applies to any individual, proprietorship, partnership, corporation, trust, association or other entity that is a contractor, defined as follows:

i. A "contractor" is a party to a contract with Ingham County primarily for the furnishing of services (as opposed to purchasing or leasing of goods or property), where the total expenditure for such contract exceeds \$50,000 in a twelve-month period and employs five or more employees, or where the total value of contracts that the contractor has in effect on the effective date of the contract with Ingham County exceeds \$50,000 and where the contractor employs five (5) or more employees. It does not include contractors who pay Ingham County a commission for the right to offer their services in county facilities or in conjunction with county events;

ii. A "subcontractor" is a party to a contract with a contractor providing services to Ingham County who is required to pay a "living wage" under the terms of this policy; whose contract with the contractor is for the purpose of furnishing services to Ingham County under the terms of the contractor's contract with Ingham County; where the subcontractor employs five or more employees and where the total value of the subcontractor's contract for that purpose exceeds \$25,000.

BE IT FURTHER RESOLVED, that the living wage requirement of this policy shall apply with respect to any employee of a contractor or subcontractor who is employed either part time or full time providing services directly under the contract.

BE IT FURTHER RESOLVED, that for the purposes of this policy, the following terms and phrases are defined as follows:

A. "Contract" means an agreement to perform services, including the subcontracting of services. Contracts for the purchase of goods and contracts to lease or purchase property are excluded.

B. "Employer" means a person who engages employees to provide labor in exchange for payment of wages or salary.

C. "Federal poverty line" means the official poverty line defined by the Office of Management and Budget based on Bureau of Census data for a family of four (4), as adjusted to reflect the percentage change in the Consumer Price Index for all urban consumers.

D. "Health care benefits" means the right granted to an employee under a contract, certificate or policy of insurance to have payment made by a health care insurer or health care corporation for specified medical or health care services for the employee and dependents.

E. "Living wage" means an hourly wage rate which is equivalent to 125% of the federal poverty line on an annual basis when calculated based on forty (40) hours per week, fifty (50) weeks per year; provided however, that costs paid by the employer for an employee's health care benefits may be counted toward up to one-fifth (1/5) of the hourly rate payable to the employee.

F. "Person" includes individuals, proprietorships, partnership, corporations, trusts, associations, joint ventures, and other legal entities, either incorporated or unincorporated, however operating or named, and whether acting by themselves or by a servant, agent or fiduciary, and includes all legal representatives, heirs, successors and assigns thereof.

G. "Public entity" means the State of Michigan including all agencies thereof, any public body corporate within the state, including all agencies thereof, or any non-incorporated public body within the state of whatever nature, including all agencies thereof.

BE IT FURTHER RESOLVED, that the County Controller shall annually adjust the living wage as provided herein to incorporate changes in the federal poverty level. The Controller shall notify the Board of Commissioners of any change in the amount of the living wage, and shall notify each contractor of such changes and such contractors shall, no later than 30 days after notification, adjust the hourly rates of affected employees as necessary to comply with this policy.

BE IT FURTHER RESOLVED, that the County Controller shall include an explanation of the requirements of this policy in all requests for proposals that may be covered by this policy.

BE IT FURTHER RESOLVED, that each contract covered by this policy shall require compliance with this policy. Each such contract shall provide that a violation of this policy shall be considered a material breach of the contract and Ingham County shall have the right to terminate the contract and disbar the contractor from future Ingham County contracts as provided below.

BE IT FURTHER RESOLVED, that every contractor shall post in a conspicuous place on all job sites subject to this policy a copy of the living wage rate required under this policy. The contractor shall keep accurate records of the names and actual wages and benefits paid to each employee providing services under the contract and subcontract and provide Ingham County with such records within five (5) business days, if requested by the County.

BE IT FURTHER RESOLVED, that each contract shall provide that contractors who are found to be in violation of this provision shall be required to pay each affected employee the amount of deficiency for each day the violation occurs. The contract shall also provide that contractors shall be required to also pay Ingham County \$100 per affected employee for each day the violation occurs beginning with the third day after the contractor receives notification of the violation. The County may withhold from payments to the contractor such amounts as are necessary to effectuate the payments or penalties provided in this paragraph.

BE IT FURTHER RESOLVED, that a contractor who is found to be in violation of this provision and is subsequently required to pay the \$100.00 penalty provided above for more than three (3) incidents within a two (2) year period shall be barred from bidding on or entering into any contracts with the County for a period of ten (10) years from the date of the last violation. An incident for purposes of this paragraph is defined as a failure to pay the living wage rate in a payroll period, a payday or numerous paydays, regardless of the number of employees affected by each incident.

BE IT FURTHER RESOLVED, that anyone with knowledge of a violation of this policy may file a complaint with the County Controller, who shall have thirty (30) days to investigate and remedy the complaint. If the complaint is not resolved to the complainant's satisfaction within the thirty (30) day period, the complainant or his representative may bring forward his/her complaint to the County Services Committee of the Ingham County Board of Commissioners. The Committee shall forward its recommendation on the matter to the Board of Commissioners for final resolution.

BE IT FURTHER RESOLVED, a contractor or subcontractor found to have retaliated in violation of federal or state law against an employee for filing a claim of non-payment of a wage rate shall be ineligible to bid on any contract involving the County for a period of (five) 5 years from the date of such finding.

BE IT FURTHER RESOLVED, that the following exemptions from this policy apply:

A. Public entities are exempt from compliance with this policy.

B. Entities with 501(c)(3) status with who have nine (9) or fewer employees are exempt from compliance with this policy.

C. Employees who are working under the terms of a collective bargaining agreement are exempt from compliance with this agreement.

D. Exempt employees working on projects where federal, state or local law, or Ingham County policy requires payment of a prevailing wage are exempt from compliance with this policy.

E. The following programs are exempt if developed specifically for high school and/or college students by Ingham County or one of its contractors:

1. A bona fide training program;
2. A summer or youth employment program;
3. A work study, volunteer/public service, or internship program;

F. Co-op employees employed as part of a high school or college co-op program which is part of the employee's educational curricula.

G. Programs which operate to train people with disabilities and which are designated as community rehabilitation programs, work activity centers and/or sheltered workshops.

H. Temporary or seasonal employees hired by a contractor. For purposes of this policy, temporary and/or seasonal employees are defined as employees hired to augment the regular workforce and are hired for three (3) months or less in the case of a temporary employee or nine (9) months or less in the case of a seasonal employee.

BE IT FURTHER RESOLVED, that a contractor may request a wavier of the provisions of this policy if they believe that the application of the policy to the contractor would violate federal, state, or local laws. Requests for waivers shall be made to the Controller, who shall refer such request to the County Services Committee of the Board. The Committee shall review the request and provide its recommendation to the Board of Commissioners for final action.

BE IT FURTHER RESOLVED, that a non-profit human services agency may request a waiver of the provisions of this policy if they believe that the application of the policy would cause economic harm to the agency in a fashion that would result in the harm created by application of the policy outweighing the benefits of applying this policy. Requests for waivers shall be made to the Controller, who shall refer such request to the County Services Committee of the Board. The Committee shall review the request and provide its recommendation to the Board of Commissioners for final action.

BE IT FURTHER RESOLVED, that this policy shall apply to any contract entered into or renewed after the effective date of this policy.

BE IT FURTHER RESOLVED, that entering an agreement for extension of a contract for a period beyond its original term shall be considered entering a contract for purposes of this policy.

BE IT FURTHER RESOLVED, that this policy shall go into effect ninety (90) days after adoption by the Ingham County Board of Commissioners.

BE IT FURTHER RESOLVED, that it is the intent of the Ingham County Board of Commissioners that the requirement for payment of a living wage as defined in this policy will apply to employees of Ingham County.

COUNTY SERVICES: Yeas: Celentino, Holman, De Leon, Schor
Nays: Severino, Nevin **Absent:** None **Approved 6/17/03**

FINANCE: Yeas: Swope, Dedden, Hertel, Thomas
Nays: Grebner, Minter **Absent:** None **Approved 6/18/03**

ADOPTED - OCTOBER 14, 2003

Agenda Item No. 10

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AMENDING THE INGHAM COUNTY LIVING WAGE POLICY

RESOLUTION #03-248

WHEREAS, the Ingham County Board of Commissioners adopted Resolution #03-168, which established a policy requiring certain contractors to pay their employees a living wage; and

WHEREAS, the Board of Commissioners has determined it advisable to amend the policy to exclude contractors who are engaged outside of Ingham County for the purpose of providing services to non-county residents pursuant to underlying agreements with the State of Michigan.

THEREFORE BE IT RESOLVED, that Resolution #03-168 is amended to provide the following additional exemption in the appropriate part of the resolution:

I. Contracts for service to be provided outside of Ingham County to non Ingham County residents pursuant to underlying agreements with the State of Michigan are exempt from this policy.

COUNTY SERVICES: Yeas: Celentino, Holman, De Leon, Schor

Nays: Severino, Nevin **Absent:** None **Approved 10/7/03**

FINANCE: Yeas: Grebner, Swope, Dedden, Hertel, Thomas, Minter

Nays: None **Absent:** None **Approved 10/8/03**

ADOPTED - SEPTEMBER 22, 2009
Agenda Item No. 16

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AMENDING THE INGHAM COUNTY
LIVING WAGE POLICY RESOLUTION #03-248**

RESOLUTION #09-294

WHEREAS, the Ingham County Board of Commissioners adopted Resolution #03-168 which established a policy requiring certain contractors to pay their employees a living wage; and

WHEREAS, the Board of Commissioners has determined it advisable to amend the policy to exclude contracts for Court ordered juvenile residential placement services.

THEREFORE BE IT RESOLVED, that Resolution #03-168 is amended to provide the following additional exemption in the appropriate part of the Resolution:

Contracts for services to be provided for Court ordered juvenile residential placements are exempt from this policy.

COUNTY SERVICES: Yeas: Celentino, Koenig, Holman, Copedge, Grebner, Vickers
Nays: None **Absent:** None **Approved 9/15/09**

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION GRANTING A WAIVER OF THE REQUIREMENTS OF THE INGHAM COUNTY
LIVING WAGE POLICY TO ST. VINCENT CATHOLIC CHARITIES**

RESOLUTION #12-67

WHEREAS, the Ingham County Board of Commissioners adopted Resolution #03-168, which established a policy requiring certain contractors to pay their employees a living wage; and

WHEREAS, the policy provides that a non-profit human services agency may request a waiver of the provisions of the policy if it believes that the application of the policy would cause economic harm to the agency in a fashion that would result in the harm created by application of the policy outweighing the benefits of applying this policy; and

WHEREAS, in 2003, 2004, and in 2008, St. Vincent Catholic Charities requested, and the County agreed to grant waivers of the requirements of the Living Wage Policy to St. Vincent Catholic Charities; and

WHEREAS, due to the extreme economic hardship that it believes that it would incur in complying with the Living Wage Policy, St. Vincent Catholic Charities is now requesting a permanent waiver from the requirements of the Living Wage Policy; and

WHEREAS, the request has been reviewed and is being recommended by staff and the County Services Committee.

THEREFORE BE IT RESOLVED, that the Board of Commissioners grants a waiver through March 13, 2013 of the requirements of the Ingham County Living Wage Policy to St. Vincent Catholic Charities.

COUNTY SERVICES: Yeas: Holman, Schor, Grebner, De Leon, Vickers

Nays: None **Absent:** Celentino **Approved 3/6/12**

MEMORANDUM

TO: County Services, Finance and Judiciary Committees

FROM: Rick Terrill, Facilities Director

DATE: November 5, 2012

SUBJECT: AMENDMENT TO RESOULTION #10-353

The resolution before you authorizes amending Resolution #10-353 which approved a contract with GAV Associates, Inc., to renovate the current unused space at the Ingham County Family Center to meet the short and long term needs of the public.

After the original design was submitted, it has been found that several changes are required to complete the project successfully. Therefore, \$4,860.00 in additional funds are needed for the additional hours that are required to provide architectural and engineering services for this change in the scope of work.

Funding for this project is available in the Juvenile Justice Millage line item 264-66400-818000.

I recommend approval of this resolution.

Introduced by the Judiciary, County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING AN AMENDMENT TO RESOLUTION #10-353 WITH
GAV ASSOCIATES TO PROVIDE ARCHITECTURAL & ENGINEERING SERVICES FOR
RENOVATIONS TO THE INGHAM COUNTY FAMILY CENTER**

WHEREAS, Resolution #10-353 approved a request that the current unused space at the Ingham County Family Center be renovated to meet the short term and long term needs of the public; and

WHEREAS, there have been required changes to the original design after it was submitted; and

WHEREAS, the new design and additional funds are needed to complete the project successfully; and

WHEREAS, funds for this project are available in the Juvenile Justice Millage line item 264-66400-818000.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes amending the approved contract with GAV Associates, Inc., 31471 Northwestern Highway, Suite 2, Farmington Hills, MI 48334-2575 to perform architectural and engineering services for the renovation of the Ingham County Family Center for an original cost of \$21,450.00, plus \$4,860.00 in additional funds, for a total cost not to exceed \$26,310.00.

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

MEMORANDUM

TO: Human and County Services and Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: November 5, 2012

SUBJECT: AMENDMENT TO RESOLUTION #12-150

The resolution before you authorizes amending Resolution #12-150 which approved a contract with GAV Associates, Inc., to write up preliminary construction documents for alterations and renovations at Willow Health Center.

After the original documents were submitted, there was a reduction in the original budget amount that required a complete re-design of the construction documents resulting in a need for \$4,900.00 in additional funds.

Funding for the re-design is available in line item 511-61553-818000-02005.

I recommend approval of this resolution.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING AN AMENDMENT TO RESOLUTION #12-150 WITH GAV ASSOCIATES, INC. TO WRITE UP PRELIMINARY CONSTRUCTION DOCUMENTS FOR ALTERATIONS AND RENOVATIONS AT WILLOW HEALTH CENTER

WHEREAS, Resolution #12-150 approved a contract with GAV Associates, Inc. to write up preliminary construction documents for alterations and renovations at Willow Health Center; and

WHEREAS, after original documents were submitted, there was a reduction in the original budget amount that required a re-design of the construction documents; and

WHEREAS, funds for the re-design of construction documents are available in line item 511-61553-818000-02005.

THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby authorizes amending the contract with GAV Associates, Inc., 31471 Northwestern Highway, Suite 2, Farmington Hills, MI 48334-2575, to provide complete re-design, engineering, and construction administration services for modernizing, improving and reconfiguring interior arrangements of Willow Health Center for an original cost of \$16,150.00 plus \$4,900.00 in additional funds for a total cost not to exceed \$21,050.00.

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

Ingham County Management Information Services
Michael E. Ashton, Chief Information Officer - Email: mashton@ingham.org

To: Board of Commissioners
From: Michael E. Ashton, CIO
Date: November 8, 2012
Re: Replacement of County Security Suite to Meet Criminal Justice Information Security Requirements, HIPPA Requirements, and Over Network Security

Dear Commissioners,

In reviewing the County's current security software suite and talking with various department director's and the courts, it was determined that the current products in place do meet all the security requirements coming up in 2013. We have worked and talked with various vendors and their current customers and determined that SOPHOS meet all the requirement needs of today and future requirements.

The County is currently using Symantec for Antivirus, Barracuda for web filtering and SOPHOS for e-mail filtering. While the Symantec product is meeting the minimal Antivirus requirements today, the management portion and updating process has not been smooth, the current licensing is good until March of 2014. The Barracuda product has not been working correctly since put into service in February of 2011. The SOPHOS product for web filtering has been meeting our expectations and is licensed thru 2013. We are currently using McAfee for disk encryption and licensing has expired. Also with the implementation of more mobile devices, including the Judges using IPADs, produces a need for Mobile Device Management. In 2014 we will need to renew our licensing for Antivirus and web filtering. Pricing today to renew for another 36 months would be \$15,000 for Symantec and \$41,000 for Barracuda. The SOPHOS contract would need to be renewed in 2014 as well.

In order to save the County financial burden MIS worked with the vendor SOPHOS for an aggressive pricing option to replace the four various vendors to one vendor for our security needs. To purchase the products individually would cost about \$110,000 for 36 months of coverage. SOPHOS provided pricing through CDW-G under state and federal contracts for \$55,404.00. They also agreed to extend the license and support services to a total 57 months to off-set what we spent on our current licenses with Symantec and Barracuda. Therefore, MIS would like to purchase the SOPHOS complete security suite for a 57 month term at \$55,404.00.

Thank you in advanced for your consideration. If you have any questions please feel free to contact me at 517-676-7371.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE PURCHASE OF A FULL SECURITY SUITE FOR THE COUNTY IT NETWORK FROM SOPHOS

WHEREAS, the Department of Management Information Systems requires a full security suite installed and functional on the IT network; and

WHEREAS, after reviewing several products offered by various vendors, MIS determined SOPHOS to have the best overall quality, experience, and methodology to provide a complete IT security suite; and

WHEREAS, SOPHOS meets Criminal Justice Information security requirements, HIPPA requirements, and is currently being used by federal and local agencies for the complete security suite; and

WHEREAS, the cost to maintain just two of the four products needing to be renewed in 2014 would be \$56,000; and

WHEREAS, SOPHOS agreed to extend the 36 month contract to a 57 month contract to cover the cost of currently purchased security products that expire in 2014; and

WHEREAS, the cost for purchasing the complete security suite will result in a \$55,000 savings in FY 2014; and

WHEREAS, the total cost for this 57 month agreement would be \$55,404.00; and

WHEREAS, the Chief Information Officer recommends purchasing the SOPHOS Complete Security Suite from CDW-G under – Contract #0 for the purchase of SOPHOS Security Suite for a cost of \$55,404.00.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes the purchase of SOPHOS Complete Security Suite from CDW-G for a total cost of \$55,404.00 for a 57 month license and support contract to be paid from MIS Networking budget 636-25810-932034.

BE IT FURTHER RESOLVED, that the contract will begin on December 1, 2012 and ending on July 31, 2017.

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

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

MEMORANDUM

TO: County Services and Finance Committees

FROM: William Conklin, Managing Director, Department of Transportation & Roads

DATE: November 6, 2012

SUBJECT: Proposed 2014 – 2017 Transportation Improvement Plan
Staff and County Road Advisory Board Recommended Projects

Background Information:

As previously discussed, relative to the Road Department's annual budget, federal highway funds are used for most of our major road and bridge reconstruction and rehabilitation projects. (Our state funding is used for operation of the agency, satisfying local match requirements, local road improvements, and routine road maintenance including winter maintenance.) Federal highway funds which come from the federal fuel tax (18.3 cents per gallon) are returned to the states by a formula, and the state distributes the federal funds to regional Municipal Planning Organizations (MPO's) and/or Rural Task Forces (RTF's) by another formula similar to distribution of the state revenue. Ingham County's MPO/RTF functions are handled by the Tri-County Regional Planning Commission (TCRPC), which includes Clinton, Eaton and Ingham Counties along with all villages and cities within those counties. Federal highway funding legislation requires that federally funded projects be agreed upon at the regional level in order to have regionally coordinated transportation plans. The regional plan, known as the transportation Improvement Plan (TIP) is updated every 3 or 4 years to list projects agreed upon by the region for the following 3 or 4 years. The TIP cycle time varies based on a variety of factors including current federal highway legislation and related regulations. In 2013 the tri-county TIP will be updated for fiscal years 2015 through 2017. The last year of the current TIP, 2014, is normally included as the first year of the next TIP. Thus the next TIP will be for 2014 through 2017.

Federal highway funding is broken into a variety of program categories. Some funding categories such as the Local Bridge Program, High Risk Rural Roads (HRRR), and Surface Transportation Program (STP) Safety Program are awarded annually on a statewide competitive basis by MDOT. The Urban STP, Rural STP and Small Urban STP programs are funded annually through the MPO/RTF process. Also included in the TIP is a category of state project funding known as Transportation Economic Development Fund (TEDF), which is awarded annually on a statewide competitive basis. TEDF has several sub-categories including A—projects supporting jobs creation, and F—projects to improve the urban all-season road network. Ingham County road projects typically receive a total of \$1.5 to \$2.0 million per year of Urban STP and an average of \$560,000 per year in Rural STP. Funding in the statewide competitive programs is not expected every year, and varies annually based on statewide competition for these limited funding sources. Small Urban STP funding rotates among the several small urban areas within the tri-county region.

Development of the new Transportation Improvement Plan document will be initiated by TCRPC staff, as indicated below. Since current road needs far outweigh available federal and state funding, most agencies typically submit several more projects than they expect to be included and funded. The TCRPC member agencies then meet in committees at several levels in the process of deciding which projects will be included in the TIP and thus federally funded. The various meetings are announced and are open to the public to receive public input at each step. The project selection process involves providing a coordinated transportation plan aligned with the region's goals and objectives. Road Department staff participates in the Capital Area Region

Transportation Study (CARTS) committee, which reviews the technical merits of the project applications. After CARTS review and approval, the proposed TIP is considered by the Transportation Review Committee (TRC) and then, when acceptable, adopted by TCRPC's full governing Commission.

Current Issue:

In December, 2012, TCRPC will issue a call for projects that individual member agencies propose for inclusion in the 2014-17 TIP to receive federal funding. As the Road Commission Board previously reviewed and approved Ingham County road projects to be submitted for inclusion in the TIP, the Board of Commissioners is now requested to do the same. As provided in resolution 12-187, the County Road Advisory Board was convened for its first meeting on October 17, 2012, for, among other purposes, to advise the Board of Commissioners on projects to be submitted for federal funding.

Road Department staff started this process by recommending projects for consideration based on our road system needs, pavement condition ratings, and traffic volumes in both the urban and rural areas. STP Safety and HRRR projects are recommended based on program selection criteria that look to correct locations having high accident rates. The Advisory Board discussed the staff recommendations and requested several changes as indicated per note 5 on the attached list. The list of projects resulting from both staff and Advisory Board recommendations is attached. The attached list includes projects in the current TIP for 2013 and 2014, and projects proposed for 2015 through 2017.

Additional Notes:

1. Federal highway legislation also requires the MPO/RTF (again TCRPC in our location) to maintain a long-range plan (LRP), which covers 25 years and is updated every 5 years. The current plan, last updated in 2010, covers 2010 to 2035 and will be updated again in 2015. This plan typically lists projects that include proposed widening or lane use changes to address expected changes in traffic flow demand. The LRP is based on traffic flow modeling conducted by TCRPC every 5 years to anticipate where roadway capacity changes may be advisable in the future. These LRP projects do not receive federal funding until such time as they are included in a TIP, and there is no requirement that they be included in the TIP if the agency decides to defer or cancel the project. Current Ingham County 2010-2035 LRP projects are also shown on the attached list. Road department staff and the County Road Advisory Board are recommending not including the first two projects shown in the 2010-2035 LRP in the 2014-2017 TIP at this time. The Forest-Farm Lane corridor will be reviewed again in coordination with MSU for the next (2015-2040) LRP as MSU's development plans continue to materialize as this may affect traffic demand on the Forest-Farm Lane corridor. The Willow Road LRP project will also be reviewed for placement in a future TIP. The Holt Road project was requested to be included in the 2014-2017 TIP as a resurfacing project, but not as a complete widening project as shown in the LRP. As the Holt Road project is developed, road department staff will coordinate with Delhi Township and include public meetings to ascertain what if any minor lane widening and/or lane use changes are desired, such as providing left turn lanes at intersections.
2. The County Road Advisory Board will further review the rural federal aid program to refine what is currently shown in the proposed TIP list as Rural Countywide Preservation into specific projects. The current recommendation is for a broad network preservation program with specific projects and treatments to be identified through further analysis and discussion with the Advisory Board.

Approval of the attached resolution is recommended.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE PROPOSED INGHAM COUNTY ROAD AND BRIDGE PROJECTS FOR SUBMISSION TO TRI-COUNTY REGIONAL PLANNING COMMISSION TO BE CONSIDERED FOR INCLUSION IN THE 2014 – 2017 TRI-COUNTY REGIONAL TRANSPORTATION IMPROVEMENT PLAN

WHEREAS, federal funding is necessary for major road reconstruction, rehabilitation and resurfacing projects, and bridge rehabilitation and replacement projects; and

WHEREAS, federal road and bridge project funding requirements include regional coordination of such projects through the Tri-County Regional Planning Commission (TCRPC), which provides regional planning services for Clinton, Eaton and Ingham Counties, and all cities and villages within those counties; and

WHEREAS, the TCRPC project selection process involves review of projects submitted by member local road agencies for regional coordination and alignment with the region's goals and objectives, and placement of projects selected for federal funding into the region's Transportation Improvement Plan (TIP); and

WHEREAS, TCRPC will be calling for projects local road agencies wish to have considered for inclusion in the next, 2014 – 2017, TIP in December, 2012; and

WHEREAS, the former Road Commission, now Ingham County Department of Transportation and Roads (ROAD DEPARTMENT) previously approved staff recommendations for road improvement projects to be submitted for possible inclusion in the region's TIP, and this approval will now be necessary by the Ingham County Board of Commissioners; and

WHEREAS, per Resolution #12-187, the County Road Advisory Board was convened for its first meeting on October 17, 2012, for, among other purposes, to advise the Board of Commissioners on projects to be submitted for federal funding; and

WHEREAS, upon reviewing the county road network needs, pavement condition ratings, traffic volumes and input from the various Townships, Road Department staff and the County Road Advisory Board recommend approval of the attached list of county road and bridge projects for submission to TCRPC to be considered for federal funding and inclusion in the 2014 – 2017 Tri-County Regional TIP.

THEREFORE, BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes Road Department staff to submit the attached list of proposed Ingham County road and bridge projects to TCRPC to be considered for federal funding and inclusion in the 2014 – 2017 Tri-County Regional TIP per the TCRPC's project selection process.

EXISTING 2013 - 2014 & PROPOSED 2015 - 2017 FEDERAL-AID PROJECTS

2013:

	<u>Funding</u>	<u>TIP Total</u>
College Road @ Kipp Road (<i>intersection approach</i>)	HRRR	\$300,000
Zimmer Road & Grand River Avenue (<i>intersection approach</i>)	Safety	\$200,000
Zimmer Road - Grand River Avenue to Haslett Road (<i>resurface</i>)	Rural STP	\$1,210,000
Zimmer Road - Grand River bridge to Sherwood Rd (<i>resurface</i>)	Small Urban	\$320,000
Zimmer Road Bridge over Red Cedar River (<i>replace</i>)	Local Bridge	\$1,300,000
Marsh Road - M-43 to Tihart Road (<i>resurface</i>)	TEDF-F, Urban	\$706,000
Van Atta Road Bridge over the Red Cedar River (<i>replace</i>)	Local Bridge	\$985,000
Nobel Road Bridge over Doan Creek (<i>replace</i>)	Local Bridge	\$500,000
Gale Road Bridge over Willow Creek (<i>replace</i>)	Local Bridge	\$500,000
Holt Road Bridge over Deer Creek (<i>rehabilitation</i>)	Local Bridge	\$115,000
Gramer Road Bridge over the Red Cedar River (<i>rehabilitation</i>)	Local Bridge	\$275,000
Webberville Rd. Bridge over the Red Cedar River (<i>rehabilitation</i>)	Local Bridge	\$278,000

2014 (Last year of the current TIP):

Kipp Road - US-127 to J & L Railroad (<i>resurface</i>)	TEDF-A	\$400,000 ¹
Kipp Road - US-127 to Hull Road (<i>pedestrian enhancements</i>)	Safety	\$230,200 ²
Michigan Avenue - Waverly Road to City Limits (<i>resurface</i>)	Urban STP	\$800,000
Lake Lansing Road - I-69 BL to Lac du Mont Drive (<i>reconstruct</i>)	Urban STP	\$1,000,000
Rural Countywide Preservation (<i>ICDT&R force account work</i>)	Rural STP	\$400,000 ³

PENDING FUNDING APPLICATIONS:

Central Park Drive - Okemos Road to M-43 (<i>resurface</i>)	TEDF-F	\$550,000
Cornell Road & Tihart Road (<i>intersection approach</i>)	Safety	\$250,000
Williams Road & DeCamp Road (<i>intersection approach</i>)	Safety	\$200,000
Shoeman Road & Barry Road (<i>intersection approach</i>)	HRRR	\$400,000

2015 (Proposed TIP entries):

Kipp Road - J & L Railroad to Dexter Trail (<i>resurface</i>)	Urban STP	\$750,000 ¹
Bennett Road - Hagadorn Road to Okemos Road (<i>resurface</i>)	Urban STP	\$700,000
Holt Road - Washington Road to Eifert Road (<i>resurface</i>)	Urban STP	\$1,500,000 ⁵
Columbia Road Bridge over Doan Creek (<i>rehabilitation</i>)	Local Bridge	\$153,000
Meech Road Bridge over Doan Creek (<i>rehabilitation</i>)	Local Bridge	\$125,000
Clark Road Bridge over Deer Creek (<i>rehabilitation</i>)	Local Bridge	\$136,000
Hull Road Bridge over Sycamore Creek (<i>replace</i>)	Local Bridge	\$335,000
Marsh Road Bridge over CN Railroad (<i>replace</i>)	Local Bridge	\$1,250,000
Rural Countywide Preservation (<i>ICDT&R force account work</i>)	Rural STP	\$560,000

2016 (Proposed TIP entries):

Cedar Street - Aurelius Road to Willoughby Road (<i>resurface</i>)	Urban STP	\$650,000
Jolly Road - Dobie Road to Meridian Road (<i>resurface</i>)	Urban STP	\$1,000,000 ⁵
Park Lake Road - Lake Lansing Road to Co. Line (<i>resurface</i>)	Urban STP	\$650,000 ⁵
Rural Countywide Preservation (<i>ICDT&R force account work</i>)	Rural STP	\$560,000

2017 (Proposed TIP entries):

Lake Lansing Road - Hagadorn Road to I-69 BR (<i>resurface</i>)	Urban STP	\$750,000
Meridian Road - Jolly Road to M-43 (<i>resurface</i>)	Urban STP	\$950,000
Elm Road - Grand River Avenue to I-96 overpass (<i>resurface</i>)	Small Urban	\$375,000 ⁴
Rural Countywide Preservation (<i>ICDT&R force account work</i>)	Rural STP	\$560,000

NOTES:

1. The MDOT Office of Economic Development awarded 2014 TEDF-A funds to improve Kipp Road from US-127 to the Gestamp plant. Need to program 2015 Urban STP funds to complete Kipp Road from the Gestamp plant to Dexter Trail.
2. The City of Mason received 2013 STP Safety funds to provide pedestrian enhancements along Kipp Road. The city has asked if the enhancements can be included in the ICDT&R project. Need to move funds to 2014.
3. Present TIP entry contains funding equal to \$477,000. MDOT force account rules only allow for \$400,000 of force account work per year. Need to revise the 2014 TIP entry to \$400,000. Unused Rural STP funds carry over.
4. The Elm Road, Small Urban STP project is the second priority on the current TIP's illustrative list. We anticipate receiving funding within the new TIP (2015 - 2017). ICDT&R performed maintenance on the stretch of road and would propose improvements in 2017.
5. Changed proposed 2016 Meridian Township projects from Okemos Road - Mt Hope to Lake Lansing to the two illustrated projects, per Township County Road Advisory Board member request. Changed proposed 2015 Delhi Township project from Willoughby Road - Miriam Street to College Road to the illustrated project, per Township County Road Advisory Board member request.
6. The Haslett Road project (2013 funds, but advanced constructed in 2012) may need additional federal funds due to eligible County Drain work Drain Office requested to be included in this project.

LONG RANGE PLAN LISTING (2010 - 2035):

Forest & Farm Lane Corridor - Harrison to Mt Hope (2015)	Urban STP 2-lane to 4	\$2,600,000
Willow Road - Waverly Road to City Limit (2016)	Urban STP 4-lane to 3	\$700,000
Holt Road - Washington Road to Eifert Road (2018)	Urban STP 2-lane to 4	\$5,500,000
Hagadorn Road - Bennet Road to Mt Hope Road (2019)	Urban STP 2-lane to 4	\$3,100,000
Aurelius Road - Harper Road to Holt Road (2020)	Urban STP 2 & 3-lane	\$2,400,000
Jolly Road - Collins Road to Hagadorn Road (2026)	Urban STP 2-lane to 4	\$6,000,000
Okemos Road - Central Park to Haslett Road (2031)	Urban STP Grade raise	\$25,000,000
Marsh Road - Central Park to Tihart Road (2035)	Urban STP 4-lane to 5	\$5,900,000

MEMORANDUM

TO: County Services and Finance Committees

FROM: Robert Peterson, Director of Engineering, Department of Transportation & Roads

DATE: November 2, 2012

SUBJECT: Traffic Signal Upgrades at Willoughby Road & Aurelius Road and
Pedestrian Signal Enhancements at Willoughby Road & Cedar Street

The Ingham County Department of Transportation and Roads received federal STP Safety funding to reconstruct the intersection of Willoughby Road and Aurelius Road and install a new traffic signal. The funding was to be combined with other funds that were allocated to reconstruct Willoughby Road from Washington Road to east of Aurelius Road. The funding level was such that we approached the city with the idea of improving the intersection of Willoughby Road and Cedar Street with our excess STP Safety funds. The City of Lansing accepted our offer and we are to the point where the funds have been obligated for construction and contracts can be executed. The scope of work at Willoughby Road and Cedar Street isn't extensive or costly (less than \$16,000), but the pedestrian signal enhancements will complete the Willoughby Road corridor from Washington Road to east of Aurelius Road.

The contractual responsibilities for both intersections are as follows: The Michigan Department of Transportation (MDOT) will enter into a contract with the contractor, which basically ensures that all the federal construction requirements and responsibilities, attached to the funding, are defined. A second party contract between MDOT and the Ingham County Department of Transportation and Roads (ICDT&R) is required to define our (Requesting Agency) responsibilities and to administer the construction contract on MDOT's behalf. Lastly, a third party agreement between ICDT&R and the City of Lansing is proposed to transfer much of ICDT&R's construction oversight and maintenance responsibilities to the City of Lansing. The MDOT and ICDT&R second party contract and the ICDT&R and City of Lansing third party agreement is the subject of this memo.

Approval of the attached resolution is recommended.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE A SECOND PARTY AGREEMENT WITH MDOT AND A THIRD PARTY AGREEMENT WITH THE CITY OF LANSING FOR THE INGHAM COUNTY DEPARTMENT OF TRANSPORTATION AND ROADS IN RELATION TO A FEDERALLY FUNDED SAFETY PROJECT AT THE INTERSECTION OF WILLOUGHBY ROAD & CEDAR STREET, CITY OF LANSING AND WILLOUGHBY ROAD & AURELIUS ROAD, DELHI TOWNSHIP

WHEREAS, the former Road Commission, now Ingham County Department of Transportation and Roads (ROAD DEPARTMENT) had applied for and obtained Transportation Safety funding through the Federal Surface Transportation Program for traffic signal and pedestrian enhancements on Willoughby Road at Cedar Street, which is under City of Lansing (CITY) jurisdiction, and on Willoughby Road at Aurelius Road, which is under county jurisdiction, hereafter called the (PROJECT) prior to becoming the ROAD DEPARTMENT; and

WHEREAS, the ROAD DEPARTMENT, on behalf of the CITY, has allocated a portion of said Transportation Safety funding through the Federal Surface Transportation Program for pedestrian signal enhancements at the intersection of Willoughby Road and Cedar Street, which is under the city jurisdiction; and

WHEREAS, the CITY desires to design, construct, and maintain the pedestrian signal enhancements on Willoughby Road at Cedar Street for the use of the general public and satisfy all the requirements of the Michigan Department of Transportation (MDOT), the Federal Highway Administration (FHWA), and the ROAD DEPARTMENT; and

WHEREAS, the PROJECT will be undertaken pursuant to a contract between the State of Michigan/MDOT and the contractor. The COUNTY on behalf of the ROAD DEPARTMENT, in turn, must therefore enter into an associated contract with the State of Michigan/MDOT, consistent with the requirement for state and federal funding requirements; and

WHEREAS, the ROAD DEPARTMENT and the CITY agree that the CITY will administer construction of the Willoughby Road at Cedar Street portion of the project, and will reimburse the ROAD DEPARTMENT for any and all local match costs to the ROAD DEPARTMENT for the Willoughby Road at Cedar Street work, per the Michigan/MDOT/COUNTY contract (referenced above); and

WHEREAS, the ROAD DEPARTMENT is willing to continue to sponsor the CITY pedestrian signal enhancement PROJECT, through to completion, with all costs for the aforementioned PROJECT work and maintenance to be provided by the CITY, per a third party agreement; and

WHEREAS, the PROJECT is a Federal-Aid Highway project, and as such, the CITY has agreed to comply with all applicable and appropriate MDOT, FHWA, and AASHTO standards and federal and state statutes, and the CITY has agreed to fully administer construction of the PROJECT, complying with all MDOT and FHWA requirements.

THEREFORE BE IT RESOLVED, the ROAD DEPARTMENT will continue to sponsor the CITY pedestrian signal enhancement PROJECT, through to completion, with all costs for the aforementioned PROJECT work and maintenance to be provided by the CITY.

BE IT FURTHER RESOLVED, that the PROJECT will be performed between February 1, 2013 and May 31, 2013.

BE IT FURTHER RESOLVED, the County on behalf of the ROAD DEPARTMENT hereby authorizes the CITY to appoint the Publicly Employed Project Engineer and act as the construction agent for the PROJECT and therefore fully administer construction of the PROJECT, complying with all MDOT and FHWA requirements. The ROAD DEPARTMENT, in turn, will provide the required Project Supervisor for the PROJECT.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with State of Michigan/MDOT to effect the PROJECT's construction including the portion at Willoughby Road at Cedar Street, on behalf of the City of Lansing.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with the City of Lansing to effect the above described Third Party Agreement as provided above.

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

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE SPECIAL AND ROUTINE PERMITS FOR THE INGHAM COUNTY DEPARTMENT OF TRANSPORTATION AND ROADS

WHEREAS, as of June 1, 2012, the Ingham County Road Commission becomes the Ingham County Department of Transportation and Roads per Resolution #12-123; and

WHEREAS, the Ingham County Road Commission periodically approved Special and Routine permits as part of the their roles and responsibilities; and

WHEREAS, this will now be the responsibility of the Board of Commissioners to approve these permits as necessary.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the attached list of Special and Routine Permits dated November 7, 2012 as submitted.

**INGHAM COUNTY
DEPARTMENT OF TRANSPORTATION AND ROADS**

DATE: November 7, 2012

LIST OF CURRENT PERMITS ISSUED

2012-0413	MARSHALL BROS LLC	TREE REMOVAL	DIETZ RD BET ROWLEY RD AND MOYER RD	LOCKE	29
2012-0417	COMCAST	CABLE / UG	JARCO DRIVE & KELLER ROAD	DELHI	14
2012-0418	MICHAEL OTIS	MISCELLANEOUS	DEXTER TR BET MT PLEASANT RD AND MILNER RD	STOCKBRIDGE	8
2012-0421	ENBRIDGE ENERGY	FIELD ACCESS DRIVE	VARIOUS	STOCKBRIDGE	
2012-0422	ENBRIDGE ENERGY	PIPELINE / BORE	VARIOUS	STOCKBRIDGE	
2012-0426	CITY OF EAST LANSING	DETOUR	KALAMAZOO ST @ CLIPPERT ST	LANSING	14
2012-0427	COMCAST	CABLE / UG	WIGMAN RD BET KELLER RD AND HOLT RD	DELHI	14
2012-0428	MICHAEL CONLIN	LAND DIVISION	601 BUSINESS CENTER DRIVE	LANSING	18

PERMIT SUPERVISOR: _____

MANAGING DIRECTOR: _____

INGHAM COUNTY PARKS DEPARTMENT

121 E. Maple Street, P.O. Box 178, Mason, MI 48854
(517) 676-2233; Fax (517) 244-7190

MEMO

DATE: November 2, 2012

TO: County Services and Finance Committees

FROM: Willis Bennett, Director

RE: Resolution Authorizing a Contract with Oak Construction Corporation for the Roof Replacement on the Lake Lansing Boat Launch Restroom

The Parks Department owns and maintains the buildings at Lake Lansing Parks and has a roof replacement plan in place to ensure routine replacement of building roofs. Bids were solicited and evaluated by the Purchasing Department, and it is their recommendation, with the concurrence of Parks Department staff, to award the contract to Century Construction of Flushing, Michigan.

This resolution authorizes a contract with Oak Construction Corporation for the replacement of the roof on the restroom at the Lake Lansing Boat Launch in amount not to exceed \$5,490. However, if roof sheathing replacement is also necessary this expense would also be authorized at a cost of \$8.00 per square foot.

This resolution will run concurrent with the Parks & Recreation Commission meetings.

MEMORANDUM

TO: County Service and Finance Committees

FROM: Jim Hudgins, Director, Purchasing Department

DATE: November 7, 2012

SUBJECT: Roof Replacement Proposal Summary

Project Description:

The project sought proposals from experienced and qualified roofing contractors to replace the roof of the Restroom Facility at Lake Lansing Park, located at 6271 E. Lake Drive, Haslett, MI 48840.

Proposal Summary:

Vendors contacted: 68 Local: 13
 Vendors responding: 2 Local: 0

COMPANY NAME	TOTAL BID	SHEETHING SQUARE FT	LOCAL
Oak Construction Company	\$5,490	\$8.00	N, Flushing
Midwest Wall Company LLC	\$8,900	\$7.50	N, Dewitt

Local Vendors Not Responding:

1. Bornor Restoration, Lansing – No bid submitted due to their work load and because the project was too small.
2. Century Construction, Lansing – No bid submitted. Contact representative did not see the RFP due to email problems.
3. Jordan Roofing, Holt – Left voice mail with vendor. No response.
4. Laux Construction, Dansville – No bid submitted because couldn't compete with prices offered from roofing companies.

Other Vendors Not Responding:

1. Mid Michigan Roofing, Saginaw – No bid submitted due to their work load and because the project was too small for them as a union roofing contractor to be competitive.

Recommendation:

The Evaluation Committee recommends awarding a contract to Oak Construction Company for \$5,490. The contract will also include replacing roof sheathing, if needed, at a cost of \$8.00 per square foot.

Advertisement:

The RFP was advertised in the City Pulse, The New Citizen's Press and posted on the Purchasing Department Web Page.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING A CONTRACT WITH OAK CONSTRUCTION CORPORATION
FOR ROOF REPLACEMENT ON THE LAKE LANSING BOAT LAUNCH RESTROOM**

WHEREAS, the Ingham County Parks Department owns and maintains the buildings at Lake Lansing Parks;
and

WHEREAS, the Ingham County Parks Department has a roof replacement plan in place to ensure routine
replacement of building roofs; and

WHEREAS, the roof of the Lake Lansing Boat Launch restroom is scheduled for a roof replacement in 2012;
and

WHEREAS, bids were solicited and evaluated by the Ingham County Purchasing Department, and it is their
recommendation, with the concurrence of Parks Department staff, to award the contract to Oak Construction
Corporation of Flushing, Michigan.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners accepts the bid, and authorizes
entering into a contract with Oak Construction Corporation for the replacement of the roof on the Lake Lansing
Boat Launch restroom in an amount not to exceed \$5,490.

BE IT FURTHER RESOLVED, the Board of Commissioners also authorizes roof sheathing replacement if
necessary at a cost of \$8.00 per square foot.

BE IT FURTHER RESOLVED, that the Ingham County Board Chairperson and County Clerk are authorized to
sign the necessary contract documents on behalf of the County after approval as to form by the County attorney.

INGHAM COUNTY PARKS DEPARTMENT

121 E. Maple Street, P.O. Box 178, Mason, MI 48854
(517) 676-2233; Fax (517) 244-7190

MEMO

DATE: October 29, 2012
TO: County Services and Finance Committees
FROM: Willis Bennett, Director
RE: Resolution Entering into a Lease Agreement with the Michigan Department of Natural Resources for Use of the Bunker Road Landing as a Canoe Launch

This resolution authorizes entering into a 25 year Lease Agreement with the Michigan Department of Natural Resources for the use of the property known as Bunker Road Landing. On August 22nd, 1984 the Board of Ingham County Park Trustees entered into a Lease Agreement with the Michigan Department of Natural Resources for the property now known as Bunker Road Landing. This property is currently being used as a canoe launch for the Burchfield Canoe/Kayak Trip program and is an integral and important part of that revenue generating program.

Upon a Michigan Department of Natural Resources review it was discovered the lease agreement had expired on May 1, 1994. The Michigan Department of Natural Resources desires a new Lease Agreement be executed for a term of 25 years ending on October 31, 2037. This Lease Agreement is important to the Michigan Department of Natural Resources because it will provides public recreational boating and shore fishing access to the Grand River and the maintenance of the Bunker Road Canoe Landing protects and conserves the natural resources and provide facilities for outdoor recreation.

There is no rental fee or charge associated with this Lease Agreement. The Parks Department has been a good steward of this property and wishes to continue this mutually beneficial lease with the Michigan Department of Natural Resources.

This resolution will run concurrent with the November Parks & Recreation Commission meetings.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION ENTERING INTO A LEASE AGREEMENT WITH THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES FOR USE OF THE BUNKER ROAD LANDING AS A CANOE LAUNCH

WHEREAS, on August 22nd, 1984 the Board of Ingham County Park Trustees entered into a Lease Agreement with the Michigan Department of Natural Resources for the property now known as Bunker Road Landing, currently being used as a canoe launch for the Burchfield Canoe/Kayak Trip program; and

WHEREAS, upon a Michigan Department of Natural Resources review it was discovered the lease agreement expired on May 1st, 1994; and

WHEREAS, this Lease Agreement is important to the Michigan Department of Natural Resources because it provides public recreational boating and shore fishing access to the Grand River and the maintenance of the Bunker Road Canoe Landing protects and conserves the natural resources and provide facilities for outdoor recreation; and

WHEREAS, no rental fee or charge is associated with the Lease Agreement; and

WHEREAS, the Michigan Department of Natural Resources desires a new Lease Agreement be executed for a term of 25 years ending on October 31, 2037; and

WHEREAS, the Parks Department has proven to be a good steward of this property and wishes to continue this mutually beneficial lease with the Michigan Department of Natural Resources.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes entering into a 25 year Lease Agreement with the Michigan Department of Natural Resources for the use of the property known as Bunker Road Landing.

BE IT FURTHER RESOLVED, that the Ingham County Board Chairperson and County Clerk are authorized to sign any contract documents consistent with this resolution after approval as to form by the County Attorney.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING COMMISSIONER COMPENSATION
FOR 2013 AND 2014**

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

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

WHEREAS, the Board of Commissioners wishes to establish the Commissioners' Compensation for the period of January 1, 2013 through 2014 with a 0% increase for 2013 and a 0% increase for 2014.

THEREFORE BE IT RESOLVED, that effective on the date indicated, the salaries for the Ingham County Board of Commissioners shall be as follows:

	Current Compensation	January 1, 2013	January 1, 2014
Board Chair	\$16,832	\$16,832	\$16,832
Vice Chair, Vice Chair Pro Tem and all Standing Committee Chairs	\$12,271	\$12,271	\$12,271
Other Commissioners	\$11,250	\$11,250	\$11,250

BE IT FURTHER RESOLVED, that each Commissioner shall continue to be paid a \$60.00 per diem for attending each officially called Standing Committee and Board Meeting of which the Commissioner is a member, including Committee of the Whole and Board Leadership to a maximum of eighty (80) per year, provided, however, that a Commissioner shall not be entitled to a payment for more than two (2) meetings per day; and provided further that Commissioners shall not be eligible for payment for a committee meeting which occurs on the same day as a board meeting.

BE IT FURTHER RESOLVED, that the Board of Commissioners' Chairperson, and Vice-Chairperson as Ex-Officio of all Committees, shall be paid a per diem subject to a maximum of 100 per year.

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

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

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

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

BE IT FURTHER RESOLVED, that Commissioners who begin serving as of January 1, 2013 will be covered under a MERS Hybrid Plan.

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

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

**TRAVEL POLICY AND PROCEDURES
FOR INGHAM COUNTY COMMISSIONERS**

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

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AMENDING THE BOARD RULES

WHEREAS, the Board of Commissioners wish to change their Standing Committee structure by combining the Law Enforcement and Judiciary Committees, forming a Law & Courts Committee; and

WHEREAS, it is necessary to amend the Board Rules to reflect the changes in Committee structure and to make necessary updates; and

WHEREAS, the County Services Committee has reviewed the Board Rules with the proposed changes.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the attached changes to the Board Rules effective January 1, 2013.



INGHAM COUNTY BOARD RULES

2013

**RULES OF THE INGHAM COUNTY BOARD
OF COMMISSIONERS**

2013

**I.
BOARD MEETINGS - TIME & PLACE**

A. REGULAR AND ADJOURNED REGULAR MEETINGS. The Board shall convene for the purpose of holding meetings in the Ingham County Courthouse in the City of Mason or elsewhere at the discretion of the Chairperson, provided proper notice is given to the public pursuant to the Open Meetings Act, 1976 PA 267, as amended, on the following days, which meetings shall convene at 6:30 o'clock in the evening, except as otherwise provided in these Rules:

1. The first business day of each January at 6:00 pm
2. The fourth Tuesday of each January.
3. The second Tuesday of each February.
4. The fourth Tuesday of each February.
5. The second Tuesday of each March.
6. The fourth Tuesday of each March.
7. The Tuesday immediately following the second Monday of each April, this being the Statutory Equalization meeting.
8. The last Tuesday of the month of April.
9. The second Tuesday of each May.
10. The fourth Tuesday of each May.
11. The second Tuesday of each June.
12. The fourth Tuesday of each June.
13. The fourth Tuesday of each July.
14. The fourth Tuesday of each August.
15. The fourth Tuesday in September.
16. The second Tuesday of each October, this being the Statutory Annual Meeting which shall be held in the Courthouse, Mason.
17. The fourth Tuesday of each October.
18. The second Tuesday of each November.

19. The fourth Tuesday of each November.

20. The second Tuesday of each December.

All above listed meetings shall be considered regular meetings of the Board of Commissioners. Any other meetings not listed above shall be special meetings or adjourned sessions of the regular meetings, depending upon the means and methods used in calling said meeting. Unless the Board otherwise provides, the motion to "adjourn" any meeting of this Board, whether special or regular, shall mean to adjourn to the next succeeding regular meeting on the list above cited.

B. SPECIAL MEETINGS. The Board shall convene for the purpose of holding special meetings only upon the written request of at least one-third (1/3) of the Commissioners, to the County Clerk, specifying the time, date, place and purpose of such meetings. When a special meeting is called by written request, as provided above, the County Clerk shall give notice to each of the Commissioners within 48 hours in one of the manners provided as follows:

- via a confirmed facsimile transmission to the commissioner's residence
- via personal delivery of the notice of the special meeting to the commissioner
- leaving the notice of the special meeting at the residence of the commissioner
- email to address previously supplied for such purpose by the commissioner

The Clerk shall post at least 18 hours before the meeting a Public Notice as required by 1976 PA 267.

C. MEETINGS ON LEGAL HOLIDAYS. Any regular or adjourned meetings of the Board, which fall upon a legal County holiday, shall automatically be set over to the next secular day following that is not a legal holiday, at the same time and place indicated for the original meeting.

II.

CHAIRPERSON

A. ELECTION. At the first meeting of each calendar year, the Board shall be called to order and shall thereupon elect, from among its members, a Chairperson, Vice-Chairperson and a Vice-Chairperson Pro-Tem, who shall take office and assume their respective duties immediately upon their election; provided that at the first meeting of each newly elected Board, the first order of business shall be the administration of the Constitutional Oath of Office by the County Clerk to the members-elect if this has not previously been accomplished. The concurrence of a majority of all members of the Board shall be necessary for election. The officers shall hold their respective offices for a term of one year, or until their successors are duly elected and qualified as set forth above.

B. DUTIES. The Chairperson (and during his/her absence the Vice-Chairperson) shall preside at all meetings of the Board, and shall decide all questions of order, subject to appeal to the Board. Upon his/her election, the Chairperson shall appoint all standing and special Committees, subject to the approval by a majority of all members of the Board. The Chairperson shall arbitrate all jurisdictional disputes between Committees, subject to these rules and subject to appeal to the Board. The Chairperson shall be a member ex-officio of each standing Committee and special Committee, except as otherwise provided herein. The Chairperson shall not have the right to vote on any Committee except where he/she is expressly named a member of that Committee. The Vice-Chairperson Pro-Tem shall assume the duties of the Vice-Chairperson when the Vice-Chairperson is serving as the Chairperson. **The Vice-Chairperson shall be a member ex-officio of each standing Committee and special Committee, except as otherwise provided herein. The Vice-Chairperson shall not**

have the right to vote on any Committee except where he/she is expressly named a member of that Committee.

The Chairperson, after informing the Vice-Chairperson and Vice-Chairperson Pro-Tem, is authorized to have proclamations prepared honoring employees retiring from County service, persons retiring from service on County boards, and to issue proclamations honoring certain occurrences in conformity with state, national and other local government proclamations. The Chairperson shall only do so when such proclamations cannot go through the Committee structure in a timely manner. In no way shall such proclamations commit the County Board of Commissioners, in any way, to any type of contractual arrangement and/or require the County to expend any funds other than the cost for the preparation of the proclamations.

C. ADMINISTRATION OF OATHS. The Chairperson of the Board shall have the power to administer an oath to any person concerning any matter submitted to the Board or connected with the discharge of their duties, to issue subpoenas for witnesses and to compel their attendance in the same manner as Courts of Law.

III.

CLERK OF THE BOARD

A. OFFICIAL CLERK AND DUTIES. The duly elected Clerk of Ingham shall be ex-officio Clerk to the Board. He/she or his/her duly appointed deputy, shall perform all duties ordinarily pertaining to such office, including, but not limited to, the following duties prescribed by law:

1. To record all the proceedings of the Board electronically on disk, cd, dvd or other media, to be placed on the Board website. **Each calendar year an electronic record of all proceedings shall be separately printed and permanently recorded at the close of each calendar year. Each year Resolutions of Continuing Effect shall be updated and maintained.**
2. To make regular entries of all Board resolutions and decisions upon all questions.
3. To record the vote of each Commissioner on any ordinance, resolution or appointment or election of an officer, submitted to the Board. Any other question or motion shall be recorded if requested by any member present.
4. To perform legally required duties on accounts acted upon by the Board and to comply with the Claims Processing Resolution #07-315.
5. To certify, under the Seal of the Circuit Court of the County, or the official County Seal, without charge, copies of any and all resolutions or decisions on any of the proceedings of the Board, when requested by the Board or any member thereof, or when required by any other person. ~~upon payment of ten cents (10¢) per folio therefore, and such certified shall be prima facie evidence of the matters therein set forth.~~
6. To perform such other and further duties as the Board may by resolution, from time to time, require.
7. To perform all posting functions required by the Open Meetings Act, 1976 PA 267.

The Clerk or one of his/her duly appointed deputies shall be present and take minutes at all meetings of the Board. In the absence of the Clerk, or an appointed deputy, the Chairperson, with the approval of the Board's members present and voting, shall appoint a Board member to act as Clerk Pro Tem until the Clerk or his/her duly appointed deputy arrives.

IV.

A. STANDING COMMITTEES. The Board of Commissioners shall have the following standing Committees with the following number of members:

<u>COMMITTEES</u>	<u>MEMBERS</u>
County Services	7
Finance	7
Human Services	7
Law & Courts	7

B. DUTIES OF STANDING COMMITTEES. Standing Committees shall have and perform the following specific duties:

1. **County Services Committee.** It shall be the duty of this Committee to: work in conjunction with the Controller or his/her designee to ensure adequate and full implementation and administration of standing Board policy affecting the various County departments, offices and agencies with which the Committee serves as liaison; study and advise the Board with respect to matters of long range planning; recommend changes in the Board rules and the organizations and procedures of the Board; recommend adoption of County ordinances; study and advise the Board as to acquisition, disposition, construction, and repairs of all County buildings and grounds; recommend acquisition and disposal of all County equipment, furniture, furnishings and supplies; study and advise the Board with respect to the conservation of energy and other natural resources; acts as liaison to the following County departments, offices, and agencies: County Clerk, Drain Commissioner, Register of Deeds, Treasurer, Management Information Systems, Equalization, Financial Services, **Parks, Economic Development, Purchasing, Facilities, Department of Transportation and Roads**, Parks Commission, Board of Public Works, Plat Board, Boundary Commission, Board of Canvassers, Election Scheduling Committee, Board of Election Commissioners, Capital Region Airport Authority, Historical Commission, Fair Board, Greater Lansing Convention & Visitors Bureau, Tri-County Regional Planning Commission, Board Coordinator, Controller, Economic Development Corporation, **Brownfield Redevelopment Authority, Land Bank, Housing Commission, Potter Park Zoo Board**, Women's Commission, and all staff operating the County buildings within the County. This Committee shall also work in conjunction with the Controller or his/her designee to study and advise the Board with respect to all matters dealing with compensation, wages and salaries for all County officers and employees whose salaries are not otherwise fixed by law; study and advise the Board on all matters relating to labor relations and the relationship between the County and its employees; and recommend action on claims related to the Human Resources Department. This Committee shall act as liaison between the Board and all County employee associations, the Human Resources Department, Capital Area Michigan Works, and the Equal Opportunity Committee. The County Services and Finance Committees shall, on no less than an annual basis, review and develop bargaining parameters for labor negotiations; provided however, that all Commissioners shall be notified in advance of when the review shall be held, and shall be given opportunity to provide input. The bargaining parameters being established shall be reported to the Board of Commissioners for its concurrence. The establishment of parameters may be discussed in closed session as provided by law.

2. **Finance Committee.** It shall be the duty of this Committee to: study and advise the Board with respect to all appropriations for State, County and general purposes, review and recommend to the Board a budget for County operating expenses by a date specified in a Board resolution for the ensuing year; study and advise the Board with respect to all matters pertaining to bonds, investments and insurance of the County, its officers, employees and agents; study and advise the Board with respect to all financial contracts not otherwise provided for by resolution and/or these Rules; study and advise the Board with respect to apportionment of all tax levies, erroneous land descriptions, correction and respreading upon the rolls of all taxes which for any reason have been rejected by the Auditor General, and, with the assistance of the Department of Equalization, equalization of valuation assessments among the various townships and cities in the County; recommend action on all claims submitted to the County for payment pursuant to Resolution #82-167; and study and advise the Board with respect to all grants submitted for approval by the Board, including any grant in which the County has direct or indirect involvement (including those where the Board is requested to waive rights in favor of another organization). This Committee is not created pursuant to 1923 PA 301, MCLA 46.61. This Committee shall not serve as liaison to any particular County departments, offices, or agencies, but rather, shall study and advise the Board of the financial ramifications of any proposed action involving the appropriation or transfer of County funds, not otherwise provided by law or Board resolution. The County Services and Finance Committees shall, on no less than an annual basis, review and develop bargaining parameters for labor negotiations; provided however, that all Commissioners shall be notified in advance of when the review shall be held, and shall be given opportunity to provide input. The bargaining parameters being established shall be reported to the Board of Commissioners for its concurrence. The establishment of parameters may be discussed in closed session as provided by law.

3. **Human Services Committee.** It shall be the duty of this Committee to: work in conjunction with the Controller or his/her designee to coordinate all human services in the County and to ensure adequate and full implementation and administration of standing Board policy affecting the various County departments, offices and agencies with which the Committee serves as liaison; review and recommend the budgets for each department; review and recommend on matters dealing with solid waste issues; recommend policies relating to the use of human services in the County; make recommendations regarding present and future programs and recommend action on claims related to those departments, offices and agencies with which the Committee serves as liaison, except as otherwise provided by law. Human services, for the purposes of these Rules, shall encompass the duties and functions of the Cooperative Extension Service, Department of Human Services and Board, Health Department, Board of Health, Department of Veterans' Affairs, Veterans' Affairs Committee, Community Mental Health Authority, Medical Examiner, Human Services Advisory Committee, Capital Area District Library, and the Michigan South Substance Abuse Commission. The Committee shall act as liaison between the Board and the departments, commissions and boards listed above.

4. **Law & Courts Committee** It shall be the duty of this Committee to: work in conjunction with the Controller or his/her designee to ensure adequate and full implementation and administration of standing Board policy affecting the various County departments, offices and agencies with which it serves as liaison; study and advise the Board with respect to all matters pertaining to the law enforcement system **and the judicial system** within the County, and in particular, those departments, offices and agencies with which the Committee serves as liaison; recommend action on any and all claims, complaints, or requests of such departments, offices or agencies. The Committee acts as Liaison to the Animal Control Department, Emergency Operations, the Prosecuting Attorney's Office, the Sheriff's Office, Community Corrections, the 911 Center, **Circuit Court, District Court, Jury Board, and Probate Court.**

~~5. **Judiciary Committee.** It shall be the duty of this Committee to: work in conjunction with the Controller or his/her designee to ensure adequate and full implementation and administration of standing Board policy affecting the various County departments, offices and agencies with which it serves as liaison; study and advise the Board with respect to all matters pertaining to the judicial system within the County, and in particular, those departments, offices and agencies with which the Committee serves~~

~~as liaison; recommend action on any and all claims, complaints, or requests of such departments, offices or agencies. The Committee acts as Liaison to Circuit Court, District Court, Jury Commission, and Probate Court.~~

C. GENERAL DUTIES OF STANDING COMMITTEES. In addition to the foregoing, the standing Committees shall have and perform the following other duties:

1. Each standing Committee, except the Finance Committee, shall in the first instance, review all appropriation requests most directly related to its own functions before such appropriation requests are referred to the Finance Committee and make recommendations concerning the same to the Finance Committee and the Board.
2. Each standing Committee shall act as liaison between the Board and the various County offices, boards and agencies respecting matters under the jurisdiction of the Committee as prescribed by these Rules, except as the Board otherwise directs.
3. Each standing Committee shall have and perform such other duties as the Board, from time to time, may require.

D. SPECIAL COMMITTEES. There shall be, in addition to the standing Committees, such other special Committees as the Chairperson, from time to time, may appoint and establish subject to approval by the Board. The membership of all such special Committees shall automatically be vacated upon a new Board of Commissioners taking office.

E. COMMITTEE MEETINGS. Meetings of a standing or special Committee may be convened by its Chairperson or by a majority of its members at any time upon reasonable notice to its members and to the Chairperson of the Board, provided the notice complies with the requirements of the Open Meetings Act, 1976 PA 267. A quorum is required to conduct business. A quorum shall consist of the Committee’s members noted below. In order for a Committee to move a matter to the Board of Commissioners for consideration, a majority of those voting is required but there shall always be a requirement of not less than the numbers noted in the below chart:

Number of Committee Members Appointed and Serving	Quorum Requirement	Minimum Number of Affirmative Votes Necessary to Recommend Action to Board	Number of Affirmative Votes Necessary to Take Final Action**
3	2	2	2
4	2	2	3
5	3	2	3
6	3	3	4
7	4	3	4
8	4	4	5
9	5	4	5

** (such as the County Services Committee voting on a grievance)

Further, final action of a Committee other than referring a matter to the Board of Commissioners, such as the County Services Committee voting on a grievance, shall require a majority vote of the total Committee compositions (four Commissioners would have to vote in order for a final action in case of a seven member Committee, and three Commissioners would have to vote in order to take such final action for a five member Committee). All Committee meetings shall be open, except that a Committee may vote to go into closed session as provided by the Open Meetings Act, 1976 PA 267. Each Committee shall have a prepared agenda at least one day prior to the Committee meetings, which shall include, as far as is practicable, all items to be considered by the Committee; the agenda shall be posted on the Courthouse bulletin board and shall be made available to the public on request as provided by the Open Meetings Act, 1976 PA 267. The Chairperson of each Committee shall either prepare an agenda in cooperation with the department heads, or shall delegate that authority to the appropriate staff. All Committees shall keep minutes of their meetings as required by the Open Meetings Act, 1976 PA 267, and said minutes shall be permanently kept on file with the Clerk of the Board. Every Committee or Subcommittee shall provide an opportunity for public comment at the beginning and end of each agenda. Each person shall be permitted to speak, either at the beginning or the end of the meeting, for three (3) minutes, except that if it appears a large number of people wish to speak at a meeting the Chairperson may ask those wishing to speak to identify themselves and if there are more than 20 may announce that the allotted time per person will be two (2) minutes, except where extended privileges are granted by the Chairperson. Members of the public desiring to speak shall be required to identify themselves.

An audiotape shall be made during the conduct of regularly scheduled Committee meetings except during closed session held pursuant to the Open Meetings Act. Taping may be temporarily paused during a meeting at the direction of the Chairperson of the Committee. Such tape shall be kept in the Board of Commissioners Office for public access for at least six months from the date of the meeting after which time it may be erased or overwritten. The commitment of staff time shall be limited to providing access to the original tape, or to provide a copy upon request at a rate allowed under the Freedom of Information Act.

F. CONSENT AGENDA. At the discretion of the Committee Chairperson, all of the resolutions and actions of the Committee which are on the agenda may be acted upon in one vote; provided, however, that any member of the Committee may identify specific resolutions and actions which are not to be included in the one vote but which are to be discussed and voted upon separately.

Prior to the Committee Chairperson calling for a vote on the consent agenda, Commissioners shall have the opportunity to identify those resolutions and actions which are not to be included but which are to be discussed and voted on separately.

V.

CONDUCT OF BOARD MEETINGS

A. QUORUM. A majority of the members of the County Board of Commissioners shall constitute a quorum for the transaction of the ordinary business of the County, and questions which arise at meetings shall be determined by the votes of a majority of the members present, except upon the final passage or adoption of a measure or resolution, or the allowance of a claim against the County, in which case a majority of the members elected and serving shall be necessary.

B. ORDER OF BUSINESS.

1. Agenda.

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Time for Meditation
4. Reading and Correction of Minutes
5. Addition of Items to the Agenda
6. Petitions and Communications
7. Limited Public Comment
8. Committee Chair Response
9. Consideration of Consent Agenda
10. Committee Reports
11. New and Miscellaneous Business
12. Late Committee Reports and Late Individual Resolutions
13. Special Orders of the Day
14. Limited Public Comment
15. Commissioner Announcements
16. Consideration and Allowance of Claims
17. Adjournment

2. Specific Agenda Priorities. All matters shall be placed upon the agenda of the Board within a specific section as listed immediately above by the Clerk of the Board.

3. Committee Chair Response to Public Comment. Immediately after the conclusion of public comment, a Committee Chair or the Chair of the Board may respond to issues raised by a speaker, to correct a factual misunderstanding or provide helpful information regarding the County's consideration of the matter. Any such response should be limited to factual matters and not exceed one minute. The response should not be used to criticize the previous speaker, explain political positions, or engage in debate.

4. Consent Agenda. At the discretion of the Board Chairperson, with approval of the Board, all of the resolutions and actions of the Board which are on the agenda may be acted upon in one roll call vote; provided, however, that any member of the Board may identify specific resolutions and actions which are not to be included in the one roll call vote but which are to be discussed and voted upon separately; and provided further that resolutions and actions requiring a roll call vote and or a 2/3 vote shall not be included in the one vote but shall be discussed and voted upon separately.

Prior to the Board Chairperson calling for a vote on the consent agenda, Commissioners shall have the opportunity to identify those resolutions and actions which are not to be included but which are to be discussed and voted on separately.

5. Agenda Deadline. All information to be placed on the agenda must be received by the Clerk of the Board from Committees no later than noon on the fifth day immediately preceding the Board meetings. For the second Board meeting of each November, being the fourth Tuesday, all information to be placed on the agenda must be received by the Clerk of the Board from Committees no later than 12:00 noon on the eighth day immediately preceding said Board meeting. On or before the fourth day before each Board meeting, the Clerk shall mail or provide electronically to each Commissioner the agenda for the meeting, arranged as described in these Rules, and briefly describing all matters to be considered, including a copy of all Committee reports and individual resolutions to be acted upon at said meeting. No Committee report or individual resolutions, other than reports on routine claims,

shall ordinarily be considered unless a copy thereof has been mailed or provide electronically to each Commissioner with the agenda or otherwise delivered to each Commissioner not later than the third day prior to the meeting. Late Committee items shall be distributed to all Commissioners at the beginning of the Board meeting and shall be announced by title and added to the agenda with appropriate agenda numbers. A five minute recess may be granted at the request of any Commissioner prior to the consideration of late items. Individual resolutions, which have not been moved at Committee, shall ordinarily be referred to Committee unless 2/3 of the members present vote to allow the resolution to be considered by the Board immediately.

C. RIGHTS AND DUTIES OF MEMBERS.

Speaking Priorities. The sponsor of any properly moved and seconded motion, resolution, ordinance, or report, shall have the right to speak for up to three (3) minutes, after the formal introduction but prior to any discussion of the matter on the floor. In any case where there may be more than one sponsor to a particular motion, resolution, ordinance or report, it shall be in the discretion of the Chairperson which person shall exercise the right given by this rule to first speak on the pending matter. Before speaking, each member shall address himself/herself to the Chairperson. If two or more members seek recognition to speak at the same time, the Chairperson shall designate the order in which they shall speak. No member, while addressing the Board, shall be interrupted, except to be called to order; and thereupon, he/she shall immediately cease talking and be seated. Every Commissioner shall vote on all questions unless excused by the Chairperson. The Chairperson shall vote on all questions unless excused by the Board.

D. MOTIONS, RESOLUTIONS AND COMMITTEE REPORTS. No motion shall be debated or voted upon unless seconded. It shall then be stated by the Chairperson before debate. Any motion may, with the permission of the person who moved and seconded it, be withdrawn at any time before the same has been adopted. Every motion shall be put in writing at the request of any member of the Board. All motions, resolutions, Committee reports and amendments or substitutes thereto shall be entered at large upon the minutes unless withdrawn.

1. Voting. The vote on any question shall be taken by a yea and nay roll call when called for by any member of the Board. Closed sessions may be held, provided the Open Meetings Act, 1976 PA 267, is adhered to.
2. Order of Precedence of Motions. When a motion is seconded and before the Board, no other motion shall be received except the following:
 - a. To fix the time to which to adjourn
 - b. To adjourn
 - c. For the previous question
 - d. To lay on the table
 - e. To postpone indefinitely
 - f. To postpone to a date certain
 - g. To refer
 - h. To amend

These motions shall have precedence in the order as above named.

3. Motions to Adjourn. A motion to adjourn shall always be in order except while a vote is being taken on any other motion already before the Board, or when a member has the floor; provided, that there shall be other intervening business or a change in the circumstances between the two motions to adjourn.

4. Motions to Reconsider. A motion for the reconsideration of any question shall be in order if made on the same day or at the Board meeting next succeeding that on which the decision proposed to be reconsidered was made; providing, however, that a second reconsideration of any question or a reconsideration at a later date may be had with the consent of two-thirds (2/3) of the members elected and serving, but in such event the moving member shall file written notice of his/her intention to move for a reconsideration in the office of the Clerk of the Board at least one day before making such a motion.
5. Reports and Motions Requiring Signatures. All reports of Committees shall be in writing and the names of the members of such Committees concurring in such reports shall be noted thereon. Every written resolution or motion shall have noted the name of the member or members introducing the same.
6. Resolutions and Ordinances. Resolutions shall be considered in the order in which they are received unless otherwise ordered by the Board, in accordance with Section V, Sub-section B, Number 2. All resolutions and motions for the appropriation of money and all proposed County ordinances shall be presented to the Board in writing.
7. Division of Question. Upon request by any member, any question before the Board may be divided and separated into more than one question; provided, however, that such may be done only when the original is of such a nature that upon division, each of the resulting questions is a complete question permitting independent consideration and action.

E. APPEAL FROM DECISION OF CHAIRPERSON. When an appeal is taken from the decision of the Chairperson, the member taking the appeal shall be allowed to state his/her reason for doing so. The question shall be then immediately put in the following form: "Shall the ruling of the Chairperson be sustained?" The question shall be determined by a majority vote of the members present, except the Chairperson, upon the request of any member, shall not preside over such a vote.

F. REFERRAL TO COMMITTEES. It shall be the duty of the Chairperson to refer all petitions, communications, resolutions, motions and other business that may come before the Board to the proper Committee unless objection be made by some member, in which event a motion made and adopted with reference to the subject shall preclude the Chairperson's action.

G. DISCHARGE OF COMMITTEE. The Board may, by a majority vote of all its members, discharge any Committee from further consideration of any matter referred to the Committee for general referral if the motion to discharge was properly placed upon the meeting agenda at which action is desired. Any motion to discharge that does not appear on the agenda of the meeting at which action is desired, shall require a two-thirds (2/3) vote of all members elected and serving for passage.

H. MOTION TO CLEAR THE FLOOR. If, in the judgment of the Chairperson, there is a confusion of Parliamentary procedure existing, the Chairperson shall have the right to request a "motion to clear the floor" which motion, if made and seconded, shall be undebatable, shall take precedence over all other motions, shall be forthwith put by the Chairperson, and, if carried, shall clear the floor completely and with the same effect as if all matters on the floor were withdrawn. The motion to clear the floor shall not be reconsidered; but its

passage shall not limit the right of any member to move the reconsideration of any other matter in the same manner as, but for the passage of the motion to clear the floor, would be in accordance with these Rules.

I. PUBLIC MEETINGS. Board meetings shall be open to the public as required by the Open Meetings Act, 1976 PA 267.

J. COMMENTS FROM THE FLOOR. Only members of the Ingham County Board of Commissioners shall be given the floor to speak during any Board meeting except:

1. Anyone who desires to speak under Subsection B, Number 1, and J of this article; and
2. County officials and/or personnel may speak with the consent of the majority of the Board members present; and
3. Any person who, with the consent of the Chairperson of the Board and/or the Chairperson and/or a majority of any Board Committee, has been given permission to be listed in an appropriate place on the agenda for the purpose of that presentation at the meeting.
4. Under public comment, each person shall be permitted to speak once during each meeting for (3) three minutes, except that if it appears a large number of people wish to speak at a meeting the Chairperson may ask those wishing to speak to identify themselves and if there are more than 20 may announce that the allotted time per person will be two (2) minutes, except where extended privileges are granted by the Chairperson.

K. PARLIAMENTARY AUTHORITY. Mason's Manual of Legislative Procedure, 1979 edition, shall govern all questions of procedures which are not otherwise provided by the Rules, or by State law.

L. USE OF CELL PHONES. During meetings of the Board, including Committee meetings, all cell phones or other electronic devices shall be turned off or set to "mute" or "vibrate" in order to avoid disruption.

Commissioners choosing to answer cell phone calls shall leave the table, and if necessary, the room, in order to avoid disruption. Notices of Board and Committee meetings shall include a request that all cell phones or other electronic devices be turned off or set to "mute" or "vibrate" in order to avoid disruption during the meeting. Disruption of a meeting by inappropriate use of a cell phone may be addressed in the same manner as other inappropriate disruptions.

VI.

FINANCE

A. SALARIES. The salary of each elected official shall be fixed by the Board according to the provisions of the law.

B. BOARD COMPENSATION. Members of the Board and its Committees shall be compensated for their duties and their Committee work at such rates and such amounts as the Board, by resolution, in accordance with State Law, shall determine.

C. EXTRA COMPENSATION. The Board shall not grant or authorize extra compensation to any public officer, agent or contractor after the services have been rendered or the contract entered into.

D. BUDGET LIMITATIONS. Except as may be otherwise required by law or Board Resolution, no County board, agency, or officer whose budget is in whole or in part subject to the jurisdiction of the Board shall exceed or commit itself to exceed its budget or any line item thereof without prior approval of the Board.

VII.

ADMINISTRATION

A. ASSISTANCE TO THE CHAIRPERSON. The Clerk and/or his/her designee shall provide such secretarial ~~and stenographic~~ assistance to the Chairperson of the Board ~~and to the Chairperson of each Committee in the performance of their Board authorized duties as they may reasonably request.~~ during meetings of the Board of Commissioners.

B. FORM OF REPORTS AND COMMUNICATIONS. All written reports and communications to the Board and its Committees and members from any office, agency or employee of the County shall be upon 8-1/2 by 11 inch paper punched for standard notebook use.

C. NOTICE OF BOARD ACTION. When the Board has acted upon a written request or demand for action presented to the Board from other than among its membership, the Clerk shall promptly notify the person or agency making the request or demand of the Board's action thereon.

D. SCHEDULE OF CLAIMS. At the **end** of each regular and adjourned regular meeting of the Board, the Clerk shall provide the Board with a schedule of the claims to be considered for allowance or disallowance in accordance with Resolution #07-315.

E. MINUTES. A copy of the minutes of each Board meeting shall be prepared and transmitted to each Board member promptly. The County Clerk or his/her designee, shall prepare minutes as required by the Open Meetings Act, 1976 PA 267.

All resolutions finally adopted by the Board in each calendar year shall be consecutively numbered immediately by the Clerk of the Board in the order of their adoption, which number shall be prefixed with the last two digits of the year of its adoption and a hyphen. Thus, the third resolution adopted in 1982 would be designated "RESOLUTION NO. 82-3". As each resolution is finally adopted, the Clerk of the Board shall assign its proper number, which shall appear at the head of said resolution as finally adopted in the minutes as shown above.

F. BUDGET AND SALARY DETAIL. When the tentative budget and when the budget itself is submitted to the Board by the Finance Committee, as provided in these Rules, the Controller shall provide each member of the Board with a copy of the full budget and salary schedule and such other information as required in the Uniform Budgeting Act, 1978 PA 621.

G. MEMBERS' MANUAL. As soon as possible after the adoption of these Rules, the Board Coordinator to the Board shall make available the following information:

1. Names, addresses and telephone numbers (home and business) of all Board members.
2. The most current Board Rules, as amended.
3. All County ordinances (except bonding ordinances).
4. All Board resolutions of continuing effect which relate in any manner to County affairs.
- ~~5. All statutory deadlines for action respecting taxes within the County.~~
6. All statutory deadlines for Board action, other than respecting taxes.
7. The positions, names and addresses of all Board appointees, with the date of their original appointment to said board and the date which their current term expires.
8. The notebook or manual shall also include such other information as the Board, by resolution, from time to time directs.
9. The County Ethics Policy

The Board Coordinator to the Board shall update this information as necessary.

H. COPIES OF PARLIAMENTARY AUTHORITY. The Board Coordinator to the Board shall provide each member a copy of Mason's Rules of Order.

I. RELEASE OF ATTORNEY-CLIENT PRIVILEGED COMMUNICATIONS. Attorney-client privileged communications may be released to persons and/or the general public under the following conditions:

1. A county commissioner requests the release of an Attorney-client privileged communication.
2. The county attorney provides his or her opinion regarding the release of such privileged communication to the County Services Committee. The county attorney will determine if disclosure could have any negative effect on pending litigation or other legal matters.
3. The County Services Committee shall make a recommendation to the full Board of Commissioners.

VIII.

TITLES AND SUBTITLES

The title and subtitles of these Rules, and the citations appended thereto, are for convenience only, and shall not be considered as part of these Rules.

IX.

AMENDMENT TO AND EFFECTIVE DATE OF THESE RULES

A. These Rules may be amended, suspended, or rescinded only by a majority vote of all of the Commissioners elect. They shall remain in effect until rescinded or amended.

B. Any amendment to these Rules properly presented to the Board of Commissioners and adopted, shall take immediate effect unless otherwise stated by the Board at the time of adoption.