

CHAIRPERSON  
BRYAN CRENSHAW

VICE-CHAIRPERSON  
DERRELL SLAUGHTER

VICE-CHAIRPERSON PRO-TEM  
RANDY MAIVILLE

COUNTY SERVICES COMMITTEE  
EMILY STIVERS, CHAIR  
VICTOR CELENTINO  
MARK GREBNER  
RYAN SEBOLT  
DERRELL SLAUGHTER  
ROBERT PEÑA  
ROBIN NAEYAERT

**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, JULY 20, 2021 AT 6:30 P.M., IN CONFERENCE ROOM A, HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING AND VIRTUALLY AT <https://ingham.zoom.us/j/86844783283>.

Agenda

Call to Order

Approval of the [June 15, 2021](#) Minutes and June 16, 2020 and August 18, 2020 Closed Session Minutes

Additions to the Agenda

Limited Public Comment

1. Clerk's Office – Resolution to Raise the [Marriage License Correction Fee](#)
2. Treasurer's Office – Resolution to Utilize the County's Option to Acquire [Tax Foreclosed Property](#)
3. Drain Commissioner
  - a. Resolution Pledging Full Faith and Credit to [Angel Acres Drain](#) Drainage District Bonds
  - b. Resolution to Approve Agreement to Transfer Jurisdiction, Operation, Maintenance, and Control from the [Delta Grande Drain](#) Drainage District to the City of Lansing
  - c. Resolution Consenting to the Relinquishment of [Okemos Drain](#) to Meridian Charter Township
4. Sheriff's Office – Resolution to Create Four Part-Time [Deputy Sheriff](#) Positions to Supplement Court Security Staffing
5. Farmland and Open Space Preservation Board – Resolution to Accept Matching Funds in the Amount of \$285,600 from the Michigan Department of Agriculture and Rural Development and Michigan Agricultural Preservation Program for the [Arend Trust Conservation Easement](#)
6. Innovation & Technology Department
  - a. Resolution to Approve the Purchase of a [Fax Solution](#)
  - b. Resolution to Approve Fiber Engineering from [Western Tel-Com](#)
  - c. Resolution to Approve Renewal of [PACC/PAAM](#) Licensing and Support
  - d. Resolution to Approve the Purchase of [Phone Licensing](#) for Flexibility
  - e. Innovation & Technology Department [Reorganization](#) (*Discussion*)



7. Facilities Department
  - a. Resolution to Authorize a Service Warranty Renewal with [Astrophysics](#) for the Maintenance of the X-Ray Screening Machines at the Ingham County Family Center
  - b. Resolution to Authorize a Service Warranty Renewal with [Smiths Detection](#) for the Maintenance on Both X-Ray Screening Machines at the Veterans Memorial Courthouse and Grady Porter Building
  - c. Resolution to Authorize a Contract Renewal with [Teachout Security](#) for Uniformed Unarmed Security Guard Services at Several County Facilities
  - d. Resolution to Authorize an Agreement with [Matrix Consulting Engineers, Inc.](#) for the Renovations at the Ingham County 9-1-1 Center
  - e. Resolution to Authorize an Agreement with [Roger Donaldson AIA P.L.C.](#) for the Architectural and Engineering Services for Security Enhancements and Assessments of the Sanctuary and Fire Alarm System at the Ingham County Family Center
  - f. Resolution to Authorize an Agreement with [Laux Construction](#) for the Repairs to the Large Brick Exhibit Building at the Ingham County Fair Grounds
8. Road Department
  - a. Resolution to Authorize a First Party Agreement with the Michigan Department of Transportation (MDOT) for a Federally Funded Project on [Dexter Trail](#) from M-36 To M-52
  - b. Resolution to Authorize a Second Party Agreement with the Michigan Department of Transportation (MDOT) for a State and Federally Funded Project on [Okemos Road](#) from Jolly Road to Central Park Drive
  - c. Resolution to Approve Local Road Agreements with [Aurelius and Ingham Townships](#)
  - d. Resolution to Approve the Special and Routine [Permits](#) for the Ingham County Road Department
9. Fairgrounds
  - a. Request for [Special Leave](#) Extension
  - b. Resolution to Add a [Maintenance Worker](#) Position at the Ingham County Fairgrounds
10. Parks Department
  - a. Notice of Emergency Purchase for Burchfield Park Utility Vehicle [Transmission](#)
  - b. Notice of Emergency Purchase for Lake Lansing South House Disposal [Waterline](#) Termination
11. Health Department
  - a. Authorization to Start an [ICEA Pro Employee](#) Above Step 2
  - b. Resolution to Authorize a New .5 FTE [CHW Position](#) in Maternal and Child Health
  - c. Resolution to Authorize Converting [Position #601399](#) from a 1.0 FTE to a .5 FTE Position
12. Human Resources
  - a. Resolution to Approve an Additional Modification to Appendix D – Compensation Levels of the Managerial and Confidential Employee Personnel Manual for 2021 as a Result of a [Reclassification](#) Requests
  - b. Resolution to Approve Amendment of the [Delta Dental Insurance Plan](#) for Plan Year 2022



- c. Resolution to Approve an Agreement with [Sparrow Occupational Health Services](#) to Provide Occupational Health Services
  - d. Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP [911 Non-Supervisory Unit](#)
  - e. Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP [Animal Control Officers](#), Veterinarian Technicians, and Animal Care Specialists Unit
  - f. Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP [Corrections Unit](#)
  - g. Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP Law Enforcement (Act 312) [Deputies Unit](#)
  - h. Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP [Supervisory Unit](#)
13. Controller's Office
- a. Resolution to Create a [Deferred Compensation Investment Committee](#)
  - b. Resolution to Create a [Diversity, Equity, and Inclusion Director](#) Position
  - c. Resolution to Create the Ingham County [Housing Trust Fund Committee](#)
  - d. Bond Resolution: [Capital Improvement Bonds](#), Series 2021
14. Board of Commissioners
- a. Resolution to Condemn the [Cheboygan County](#) Board of Commissioners for Furthering Election Falsehoods
  - b. Request for a Step Increase for [Controller/Administrator](#)
15. Closed Session
- a. Discussion of Collective Bargaining Pursuant to MCL 15.268(c)
  - b. Pursuant to MCL 15.268(e) to Consult with Attorneys Regarding *Grainger v Ottawa County*, et al Case No. 1:19-Cv-00501 Pending in the U.S. District Court for the Western District of Michigan
  - c. Pursuant to MCL 15.268(D) to Consider the Purchase of Real Property Prior to the Time an Option to Purchase is Obtained

Announcements  
Public Comment  
Adjournment

**PLEASE TURN OFF CELL PHONES OR OTHER ELECTRONIC DEVICES 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](http://www.ingham.org).



## COUNTY SERVICES COMMITTEE

June 15, 2021

Draft Minutes

The meeting was called to order by Chairperson Stivers at 6:30 p.m. virtually via Zoom in accordance with Public Act 228 of 2020 regarding the Open Meetings Act and State of Emergency declared by the Board of Commissioners for Ingham County. A roll call attendance and the present location of the Committee members was taken for the record.

Members Present: Stivers (Ingham County, Michigan), Celentino (Ingham County, Michigan), Grebner (Ingham County, Michigan), Sebolt (Ingham County, Michigan), Slaughter (Ingham County, Michigan), Peña (Ingham County, Michigan), and Naeyaert (Ingham County, Michigan).

Members Absent: None.

Others Present: Michael Yanz, Deb Fett, Greg Todd, Paul Pratt, Roger Swets, Sue Graham, Mary Konieczny, Liz Noel, and others.

### Approval of the June 1, 2021 Minutes

CHAIRPERSON STIVERS STATED THAT, WITHOUT OBJECTION, THE MINUTES OF THE JUNE 1, 2021 COUNTY SERVICES COMMITTEE MEETING WERE APPROVED AS WRITTEN.

### Additions to the Agenda

None.

### Limited Public Comment

Michael Yanz, Northeast Ingham Emergency Services Authority (NIESA) Director, stated that NIESA services covered 24% of Ingham County. He further stated that he thanked the Committee for entertaining the Resolution to Utilize up to \$1,000,000 in American Rescue Plan Funds to Fund Grant Requests from Ingham County Emergency Service Authorities.

Mr. Yanz stated that NIESA solely received funding through passed millages. He further stated that the resolution would provide NIESA with the ability to apply for additional COVID-19 emergency funding.

MOVED BY COMM. NAEYAERT, SUPPORTED BY COMM. SLAUGHTER, TO APPROVE A CONSENT AGENDA CONSISTING OF THE FOLLOWING ACTION ITEMS:

1. 55th District Court – Request for Approval of a Step Increase of a Managerial-Confidential Employee to a Step 5 Effective July 1, 2021



2. Prosecuting Attorney's Office – Resolution to Authorize Acceptance of the Coronavirus Emergency Supplemental Funding (CESF) Grant from the Michigan State Police
3. Drain Commissioner – Resolution Pledging Full Faith and Credit to Daniels Drain Drainage District Bonds
5. Facilities Department
  - a. Resolution to Authorize a Purchase Order to Haworth via DBI for the Furniture in the Additional Leased Space at the Public Defender's Office
  - b. Resolution to Authorize an Agreement with Roger Donaldson, AIA P.L.C. for the Architectural and Engineering Services for Renovating a Portion of the Human Services Building for Families Forward
6. Road Department – Resolution to Approve Agreements between Ingham County and the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville for the 2021 Pavement Marking Program
8. Animal Control
  - a. Resolution to Approve the Addition of Two Full-Time Animal Care Specialist Positions for the Ingham County Animal Control and Shelter
  - b. Resolution to Reclassify the Customer Service and Community Outreach Manager Position to Community Outreach Manager
9. Health Department – Resolution to Amend the Status of Position #601524 (CHR II – Forest) from Part-Time to Full-Time
10. Human Resources – Resolution to Approve Additional Modifications to Appendix D – Compensation Levels of the Managerial and Confidential Employee Personnel Manual for 2021 as a Result of Reclassification Requests
11. Controller's Office
  - b. Resolution to Amend Suspension of Operations Policy
  - c. Quarterly Settlement of Claims Report

THE MOTION CARRIED UNANIMOUSLY.

THE MOTION TO APPROVE THE ITEMS ON THE CONSENT AGENDA CARRIED UNANIMOUSLY.

4. Innovation & Technology Department – Resolution to Authorize Information Technology Improvements to Enhance Remote Work Utilizing American Rescue Plan Funds

MOVED BY COMM. CELENTINO, SUPPORTED BY COMM. SLAUGHTER, TO APPROVE THE RESOLUTION.

Commissioner Celentino stated that he was curious as to how the funds would be allocated. He further stated that he wanted information on the logistics of remote work.



Gregg Todd, Ingham County Controller, stated that remote work decisions were made in conversation with each department supervisor. He further stated that Deb Fett, Ingham County Chief Information Officer, was in attendance to provide information on the specifics of the improvements.

Ms. Fett stated that the resolution would allow the Innovation and Technology Department to focus on phone system expansion through soft phone technology. She further stated that the program would protect employee privacy and expand internet fiber connections between the facilities and parks of Ingham County to serve the citizens of the County.

Ms. Fett stated that the program would increase the wireless internet capabilities in all parks for both employees and citizens. She further stated that it would enhance the capability for all to work remotely.

Ms. Fett stated that Department Heads would make decisions on who worked remotely. She further stated that the technology would increase County flexibility as it enabled remote access capability if needed in the future for any reasons that were approved through the current County protocol.

Commissioner Celentino asked how hardware technicians would process maintenance and support requests.

Ms. Fett stated that the technicians worked on the hardware in County buildings. She further stated that no employee residences would be visited.

THE MOTION CARRIED UNANIMOUSLY.

7. Potter Park Zoo – Notice of Emergency Replacement - Savannah Grill Retaining Wall

MOVED BY COMM. CELENTINO, SUPPORTED BY COMM. SEBOLT, TO APPROVE THE RESOLUTION.

Commissioner Celentino stated that this resolution was not addressed to the County Services Committee. He asked why it was added to the agenda.

Mr. Todd stated that the decision to send the resolution to the County Services Committee was made after the resolution was sent. He further stated that the memo was not amended to include the County Services Committee before the meeting.

THE MOTION CARRIED UNANIMOUSLY.

11. Controller's Office

- a. Resolution to Utilize up to \$1,000,000 in American Rescue Plan Funds to Fund Grant Requests from Ingham County Emergency Service Authorities



MOVED BY COMM. SEBOLT, SUPPORTED BY COMM. SLAUGHTER, TO APPROVE THE RESOLUTION.

Commissioner Grebner stated that he was interested in getting updates from the Controller's Office due to the fact that the Committee had much discretion over the grant requests. He further stated that an unforeseen million-dollar increase to a budget presented many interesting opportunities.

Mr. Todd stated that the last American Rescue Plan Fund update was provided in the last Democratic Caucus meeting. He further stated that the update covered information on the 1.5 million dollars in Property Tax and Foreclosure funds.

Mr. Todd stated that Commissioner Schafer and Mr. Yanz had worked to identify how NIESA could benefit from the fund appropriation. He further stated that it was determined to provide funds for ambulances, staff training and equipment.

Mr. Todd stated that additional guidance for the Interim Final Rule had not been provided from the U.S. Treasury Department. He further stated that the current guidance did allow the funds to be reserved for infrastructure, broadband, storm water management, and others.

Mr. Todd stated that Lansing Economic Area Partnership (LEAP) used funds to implement the Ingham Sunrise Grant Program portal that opened on June 28, 2021. He further stated that the Capital Area Community Services (CACS) had five million dollars to spend.

Mr. Todd stated that he had a discussion with the Racial Equity Task Force executive committee yesterday. He further stated that the Task Force assisted with ensuring that Black and Brown communities had access and obtained funding.

Discussion ensued regarding township fund contribution specifics.

Commissioner Grebner stated that he would like clarification on what would be approved for NIESA within in the grant.

Mr. Todd stated that no money had been committed for any organizations. He further stated that this resolution would set aside money for a grant application program.

Commissioner Grebner stated that he was interested in reaching out to the cities and townships that were serviced by NIESA to obtain additional funding. He further stated that this would be a good opportunity for any township that struggled to find a way to spend any emergency funds that have been provided.

THE MOTION CARRIED UNANIMOUSLY.

#### Announcements

None.



Public Comment

None.

Adjournment

The meeting was adjourned at 6:47 p.m.



**JULY 20, 2021 COUNTY SERVICES AGENDA  
STAFF REVIEW SUMMARY**

**RESOLUTION ACTION ITEMS:**

**The Controller recommends approval of the following resolutions:**

**1.     Clerk's Office – *Resolution to Raise the Marriage License Correction Fee***

This resolution authorizes raising the marriage license correction fee from \$20 to \$50 due to the correction process taking longer than expected and the volume of corrections.

See memo for details.

**2.     Treasurer's Office – *Resolution to Utilize the County's Option to Acquire Tax Foreclosed Property***

This resolution authorizes the Treasurer to accept the minimum bid for the following properties:

- 2701 Pattengill Avenue, Lansing (33-01-01-29-257-001)
- 5131 Wexford Road, Lansing (33-01-05-06-126-061)

See resolution for details.

**3a.    Drain Commissioner – *Resolution Pledging Full Faith and Credit to Angel Acres Drain Drainage District Bonds***

This resolution pledges the full faith and credit of the county to the not to exceed amount of \$3,200,000 to the Angel Acres Drain Drainage District bonds.

See memo for details.

**3b.    Drain Commissioner – *Resolution to Approve Agreement to Transfer Jurisdiction, Operation, Maintenance, and Control from the Delta Grande Drain Drainage District to the City of Lansing***

This resolution authorizes the transfer of jurisdiction, operation, maintenance, and control from the Delta Grande Drain Drainage District to the City of Lansing. The City of Lansing has operated and maintained the Delta Grande Drain since the 1960s and the Lansing City Council has formally requested the transfer of jurisdiction in its Resolution #2021-068.

See memo for details.

**3c.    Drain Commissioner – *Resolution Consenting to the Relinquishment of Okemos Drain to Meridian Charter Township***

This resolution would approve relinquishment of the Okemos Drain to Meridian Township. Efforts to address the recurring flooding issues at and surrounding the intersection of Grand River Avenue and Okemos Road involves coordination of four governmental bodies – Meridian Charter Township, the Michigan Department of Transportation, the Ingham County Road Department, and the Ingham County Drain Commissioner. The relinquishment of the Drain to the Township is one of the early procedural steps in coordinating the road and drain improvements.

See memo for details.



**4. Sheriff's Office – Resolution to Create Four Part-Time Deputy Sheriff Positions to Supplement Court Security Staffing**

This resolution authorizes the Sheriff's Office to hire four part-time deputies as supplemental court security staffing at the VMC. Due to the COVID-19 generated docket backup, multiple courtrooms will be holding jury trials and additional staffing is required.

Funding for these positions (\$109,740) will be through the Intergovernmental Agreement with the US Marshals Service.

**5. Farmland and Open Space Preservation Board – Resolution to Accept Matching Funds in the Amount of \$285,600 from the Michigan Department of Agriculture and Rural Development and Michigan Agricultural Preservation Program for the Arend Trust Conservation Easement**

This resolution authorizes the receipt of \$285,000 in state matching funds for the purchase of the Arend Trust conservation easement located in Alaiedon Township on Holt Road. This property is a high priority for the program as it is located within a corridor with significant development pressure from Okemos and specifically, Jackson National Life. If preserved, the Arend Trust will complete a large block of already protected farmland in that development corridor, thus furthering the goals of the FOSP Board by protecting blocks of land that support a long-term business environment for agriculture.

Matching funds are available through the FOSP Board.

**6a. Innovation & Technology Department – Resolution to Approve the Purchase of a Fax Solution**

This resolution authorizes the purchase of a fax solution from Toshiba Business Solutions utilizing the OMNIA Cooperative Purchasing Network to replace RightFax which is our current solution and problematic.

Funding for the \$32,356.40 total will come from the County's Innovation and Technology Department's Network Fund.

See memo for details.

**6b. Innovation & Technology Department – Resolution to Approve Fiber Engineering from Western Tel-Com**

This resolution will authorize the purchase of fiber engineering from Western Tel-com in an amount not to exceed \$90,000. Ingham County is working on strengthening the County network in accordance with the American Rescue Plan (ARP) funding requirements. This preliminary phase would include engineering for fiber broadband installation to various Ingham County locations currently served by subpar connections including several parks and buildings directly serving the public. Western Tel-com is part of the State of Michigan MiDeal contract. This funding will come from the \$1.5 million allocated from ARP funds to enhance remote work.

See memo for details.



**6c. Innovation & Technology Department – Resolution to Approve the Renewal of PACC/PAAM Licensing and Support**

This resolution authorizes renewal of PACC/PAAM software support, which is used by the Prosecutor’s Office for case tracking, victims’ rights notifications, and warrant charging guidance information. Last year’s costs were \$28,083. The 2022 invoice is for \$29,464. This includes the usual 5% increase.

Funding for the \$29,565 total will come from the County’s LOFT Fund.

See memo for details.

**6d. Innovation & Technology Department – Resolution to Approve the Purchase of Phone Licensing for Flexibility**

This resolution approves the purchase of phone licensing to allow the ability to use county phone extensions from county owned devices (laptops, Surfaces, etc.) regardless of location. This improves remote work access for employees.

Funding would be from the IT ARP allocation as follows:

Project	Beginning Allocation	Current Balance	Requested Amount	Remaining Balance
Information Technology Improvements to Enhance Remote Work	\$1,500,000.00	\$1,410,000.00	\$390,000	\$1,020,000.00
American Rescue Fund				

See memo for details.

**7a. Facilities Department – Resolution to Authorize a Service Warranty Renewal with Astrophysics for the Maintenance of the X-Ray Screening Machine at the Ingham County Family Center**

This resolution authorizes a three-year extension to the existing Astrophysics contract for X-ray machine inspections, maintenance, and/or repairs at the Family Center.

Three-year cost is \$20,925.66 and available in the Family Center Maintenance Contractual budget.

See memo for details.

**7b. Facilities Department – Resolution to Authorize a Service Warranty Renewal with Smiths Detection for the Maintenance on Both X-Ray Screening Machines at the Veterans Memorial Courthouse and Grady Porter Building**

This resolution authorizes a two-year extension to the existing Smiths Detection, Inc. contract for X-ray machine inspections, maintenance, and/or repairs at the VCM and Grady Porter Building.

Two-year cost is \$16,846 and available in the VMC Maintenance Contractual budget.

See memo for details.



**7c. Facilities Department – Resolution to Authorize a Contract Renewal with Teachout Security for Uniformed Unarmed Security Guard Services at Several County Facilities**

This resolution authorizes a one-year extension to the existing Teachout Security contact. Teachout Security has agreed to hold their current hourly billing rate of \$22.63 plus the living wage increase as stipulated in the current contract.

See memo for details.

**7d. Facilities Department – Resolution to Authorize an Agreement with Matrix Consulting Engineers, Inc. for Architectural and Engineering Services for the 9-1-1 Center Renovations**

This resolution authorizes an agreement with Matrix Consulting Engineers, Inc. for consulting services at the 9-1-1 Building. The services would include recommendations on renovations to the front lobby, vestibule, open office area, curb options for the front parking lot, addressing water runoff issues in the rear parking lot, evaluating specified doors for ballistic glass, window treatment options, and adding additional electrical in the storage room.

Matrix Consulting Engineers, Inc. submitted the only responsive and responsible proposal at \$18,450. Funding is available in the 2019 CIP line item 261-32500-979000.

See memo for details.

**7e. Facilities Department – Resolution to Authorize an Agreement with Roger Donaldson AIA, P.L.C. for the Architectural and Engineering Services for Security Enhancements and Assessments of the Sanctuary and Fire Alarm System at the Ingham County Family Center**

This resolution authorizes an agreement with Roger Donaldson AIA, P.L.C. for A&E services at the Family Center. The services will include but are not limited to developing a preliminary design, drafting construction documents, assisting the County with drafting an RFP for a general contractor and performing consulting duties. The total cost would not exceed \$36,290.

Funding is available through the Juvenile Justice Millage.

See memo for details.

**7f. Facilities Department – Resolution to Authorize an Agreement with Laux Construction for Repairs to the Brick Building at the Ingham County Fair Grounds**

This resolution authorizes an agreement with Laux Construction for repairs to the overhead door at Fairground's large brick exhibit building. Laux Construction, a local vendor, submitted the lowest responsive and responsible proposal of \$25,000. We are also requesting a contingency of \$2,000 for any unforeseen issues.

Funding is available in the Fair Building Repair and Maintenance account.

See memo for details.



**8a. Road Department – Resolution to Authorize a First Party Agreement with the Michigan Department of Transportation (MDOT) for a Federally Funded Project on Dexter Trail from M-36 to M-52**

This resolution authorizes an agreement with MDOT for a federal Highway Safety Improvement Program (HSIP) funded project for horizontal curve signing on Dexter Trail from M-36 to M-52.

The HSIP funding pays for 90% of the project's labor and material costs up to the capped amount of \$37,800. The remaining costs are the responsibility of the Local Agency.

The estimated construction funding responsibilities for the project are as follows:

Highway Safety Improvement Program (HSIP):	\$37,800
Local Participation:	<u>\$ 5,949</u>
	\$43,749

A 20% contingency for the local share is requested for a total of \$7,139, which is included in the 2021 Road Fund Budget.

See memo for details.

**8b. Road Department – Resolution to Authorize a Second Party Agreement with the Michigan Department of Transportation (MDOT) for a State and Federally Funded Project on Okemos Road from Jolly Road to Central Park Drive**

This resolution authorizes a second party agreement with MDOT for Okemos Road work consisting of road reconstruction, drainage improvements and other necessary related work, traffic signal replacement, traffic signal improvements, and traffic signal optimization.

Since there are various federal funding sources, MDOT will contract with the contractor to ensure all federal and state construction requirements are met and the second party agreement between MDOT and Ingham County defines the Road Department's responsibilities and obligations for the funding.

The estimated construction funding responsibilities for the project are as follows:

Local Bridge Program (LBP):	\$3,652,000
Earmark Repurposed Funds:	\$1,491,390
Surface Transportation Program (STP):	\$ 166,753
National Highway Performance Program (NHPP):	\$ 223,243
Congestion Mitigation and Air Quality Improvement Program (CMAQ):	\$ 349,000
Local Participation:	<u>\$ 1,131,614</u>
	\$ 7,014,000

A 20% contingency is being requested for a total of \$1,357,937, which is included in the 2021 Road Fund Budget.

See memo for details.



**8c. Road Department – Resolution to Approve Local Road Agreements with Aurelius and Ingham Townships**

This resolution authorizes agreements with Aurelius and Ingham Townships for the 2021 Local Road Program.

See memo for details.

**8d. Road Department – Resolution to Approve the Special and Routine Permits for the Ingham County Road Department**

This resolution approves routine Road Department permits.

See memo for list of permits.

**9a. Fairgrounds – Request for Special Leave Extension**

Authorization to provide Michael Anderson a 90-day extension of time allowable under the employee's Collective Bargaining Agreement entitlement for medical issues.

**9b. Fairgrounds – Resolution to Add a Maintenance Worker Position at the Ingham County Fairgrounds**

This resolution authorizes an additional maintenance worker position at the Fair. The current staffing situation at the fairgrounds is not sufficient to adequately maintain the facility. The only maintenance work currently being completed is the bare minimum necessary to host events, things such as mowing, cleaning bathrooms, trash removal, and cleaning barns. Basic preventive maintenance is not getting done, leading to a deterioration of the facilities and grounds.

Funding for this position (\$80,962.26) is available through the ARP revenue reimbursement allocation.

**10a. Parks Department – Notice of Emergency Purchase for Burchfield Park Utility Vehicle Transmission**

Emergency PO to replace utility vehicle at Burchfield Park that was in need of \$6,101 in transmission repairs and that has had \$9,980.92 in repairs over the past three years. New utility vehicle was \$24,854.30.

See memo for details.

**10b. Parks Department – Notice of Emergency Purchase for Lake Lansing South House Disposal Waterline Termination**

Emergency PO to have the waterline servicing a house on Lake Lansing South County Park that is being demolished capped at the corporate limits of Meridian Township, per the permit requirements. Original bid was to terminate at the curb stop, which is on the opposite side of the road as the corporation stop. Additional cost of work is \$5,955.50.

See memo for details.



***11a. Health Department– Authorization to start an ICEA Pro Employee Above Step 2***

The Health Department is seeking approval to start a new Senior Epidemiologist at Step 5 of the Ingham County Employees' Association for Professional Employees (ICEA Pro) Grade 9 salary schedule.

See memo for details.

***11b. Health Department– Resolution to Authorize a New .5 FTE CHW Position in Maternal and Child Health***

This resolution creates a new .5 FTE Community Health Care Worker position in Maternal & Child Health Division through July 3, 2024. This position would be funded through the Lead Safe Lansing (LSL) Program and the Childhood Lead Poisoning Prevention Program (CLPPP). The position would assist with LSL outreach and enrollment into LSL programs and provide lead education and outreach to families who have had elevated blood lead levels. In addition, this position will provide outreach at community events to educate families on lead safety and the importance of lead abatement.

See memo for details.

***11c. Health Department– Resolution to Authorize Converting Position #601399 from a 1.0 FTE to a .5 FTE Position***

This resolution converts a full time HIV/STI position to a part-time (.5 FTE) position due to an elimination of MDHHS Hepatitis C funding for FY22.

See memo for details.

***12a. Human Resources – Resolution to Approve Additional Modifications to Appendix D – Compensation Levels of the Managerial and Confidential Employee Personnel Manual for 2021 as a Result of Reclassification Requests***

This resolution approves a modification to the MC Manual compensation levels as a result of a reclassification request for the Facilities Director from MC 13 to MC 14.

See memo for details.

***12b. Human Resources – Resolution to Approve Amendment of the Delta Dental Insurance Plan for Plan Year 2022***

This resolution approves a change to the County's Delta Dental Plan from oral exams and cleanings "payable twice in any period of 12 consecutive months" to "payable twice per calendar year". This will provide our employees and their families more flexibility.

See memo for details.



**12c. Human Resources – Resolution to Approve an Agreement with Sparrow Occupational Health Services to Provide Occupational Health Services**

This resolution approves a three-year agreement with a two year renewal option with Sparrow Occupational Health Services to provide occupational health services for the county.

See memo for details.

**12d. Human Resources – Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP 911 Non-Supervisory Unit**

This resolution approves a collective bargaining agreement for the CCLP 911 Non-Supervisory Unit for the ARP Essential Employee Pay. The agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows:

- 1) Employees hired prior to July 25, 2020 shall receive \$7,500;
- 2) Employees hired on or after July 25, 2020 and before May 24, 2021 shall receive \$1,500; and
- 3) Employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment.

See memo for details.

**12e. Human Resources – Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP Animal Control Officers, Veterinarian Technicians, and Animal Care Specialists Unit**

This resolution approves a collective bargaining agreement for CCLP Animal Control Officers, Veterinarian Technicians and Animal Care Specialists Unit for the ARP Essential Employee Pay. The agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows:

- 1) Employees hired prior to July 25, 2020 shall receive \$2,000;
- 2) Employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment.

Animal Control CCLP members participated in the Work Share Program so their lump sum payment is less due to this.

See memo for details.

**12f. Human Resources – Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP Corrections Unit**

This resolution approves a collective bargaining agreement for the CCLP Corrections Unit for the ARP Essential Employee Pay. The agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows:

- 1) Employees hired prior to July 25, 2020 shall receive \$9,000;
- 2) Employees hired on or after July 25, 2020 and before May 24, 2021 shall receive \$3,000; and
- 3) Employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment.

See memo for details.



**12g. Human Resources – Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP Law Enforcement (Act 312) Deputies Unit**

Same as above.

**12h. Human Resources – Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP Supervisory Unit**

Same as above.

**13a. Controller's Office – Resolution to Create a Deferred Compensation Investment Committee**

This resolution approves the creation of a deferred compensation investment committee to work with Mesirow Financial Investment Management, Inc., our fiduciary advisor, on investment strategies and to encourage our employees to participate in our 457(b) deferred compensation plans.

The committee would consist of:

- County Treasurer
- Director of Financial Services
- Human Resources Director
- Controller

See memo for details.

**13b. Controller's Office – Resolution to Create a Diversity, Equity, and Inclusion Director Position**

This resolution authorizes the creation of a Diversity, Equity, and Inclusion Director position under the direction of the Controller. The position would be classified as MC Level 11 salary range of \$69,923.85 to \$83,930.39 and salary plus benefit range of \$130,571 to \$151,959 in 2021.

We began receiving taxes on marijuana retail stores and microbusinesses through the passage of the Michigan Regulation and Taxation of Marihuana Act. Our 2021 revenue was \$308,015. The DEI Director position would be funded by this revenue.

See memo for details.

**13c. Controller's Office – Resolution to Create the Ingham County Housing Trust Fund Committee**

This resolution approves the creation of a housing trust fund committee to help administer the ARP funds earmarked for housing (\$9,000,000). The committee would consist of:

- County Services Committee Chair
- County Treasurer
- Land Bank Executive Director
- Representative from the Racial Equity Taskforce
- County Controller
- Two county citizens

See memo for details.



***13d. Controller's Office – Bond Resolution: Capital Improvements Bond, Series 2021***

This resolution approves the 2021 bond issuance. The projects, listed below, have a total estimated cost of \$2.86 million.

- Mason Courthouse Clock Tower Repairs - \$1,630,000
- Mason Annex Building Demolition - \$205,000
- VMC/GPB Fire Alarm Panel Replacement - \$560,000
- VMC/GPB Access Control System Upgrade - \$105,000
- Mason Hilliard & Courthouse Tunnel Remediation Improvements - \$255,000
- Mason Courthouse – Door Entrances Security Upgrades - \$105,000

The total bond requested is \$3.2 million, which includes funding for a project manager to oversee these projects, and also the related bond financing costs.

***14a. Board of Commissioners – Resolution to Condemn the Cheboygan County Board of Commissioners for Furthering Election Falsehoods***

***14b. Board of Commissioners – Request for a Step Increase for Controller/Administrator***

**ADDITIONAL ITEMS:**

- 6e. Innovation & Technology Department – Innovation & Technology Department Reorganization (Discussion)
- Closed Session – Collective Bargaining Pursuant to MCL 15.268(s) (Discussion)
- Closed Session – Pursuant to MCL 15.268(e) to Consult with Attorneys Regarding *Grainger v Ottawa County*, et al Case No. 1:19-Cv-00501 Pending in the U.S. District Court for the Western District of Michigan
- Close Session – Pursuant to MCL 15.268(D) to Consider the Purchase of Real Property Prior to the Time an Option to Purchase is Obtained



## Agenda Item 1

TO: Ingham County Board of Commissioners

FROM: Chief Deputy County Clerk Scott Hendrickson

DATE: June 7, 2021

SUBJECT: Resolution to Raise the Marriage License Correction Fee

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### **BACKGROUND**

In 2018, Clerk Byrum asked the Board of Commissioners to create a Marriage License Correction fee of \$20.00. Since January 1, 2019, the Clerk's office has processed 189 marriage license corrections. On average, the marriage license correction (Ex Parte) process has taken longer to complete than the Clerk's office had originally expected.

Between the process of scrutinizing incoming marriage licenses for known errors that will be rejected by the State Office of Vital Records, ensuring completeness of the Ex Parte form, receipting payment, coordinating with the 30<sup>th</sup> Circuit Court for judicial approval, and, in the case of approved corrections, recreating the Marriage License, the entirety of the process may take 2-4 hours of staff time.

Given the rate of pay of Deputy County Clerks who are responsible for completing these corrections, the proposed fee increase from \$20.00 to \$50.00 will cover the cost of their time to complete this process.

### **FINANCIAL IMPACT**

This fee increase comes with no new costs to the Clerk's Office, as it merely captures additional revenue to cover the existing costs of providing this service to the public.

As such, Clerk Byrum expects the financial impact of this resolution will be a net positive to the County in terms of revenue relating to the affected line item.

### **OTHER CONSIDERATIONS**

The Board of Commissioners recently approved an upgrade to the Tyler Technologies Self-Service platform that will better enable marriage license applicants to apply for their license through an easy-to-use web portal. This, paired with a review by Clerk Byrum's Deputy Clerks at the time of Marriage License pick-up will likely reduce the number of ex parte requests needed for Marriage License applicants.

### **RECOMMENDATIONS**

I respectfully recommend approval of the attached resolution.



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO RAISE THE MARRIAGE LICENSE CORRECTION FEE**

WHEREAS, the County Clerk has reviewed the Clerk's Office operations and has identified the need for a fee to correct marriage licenses to recoup costs for services rendered; and

WHEREAS, the correction of a marriage license requires an ex parte order to be filed with Circuit Court and editing software to amend the original document; and

WHEREAS, the County Clerk recommended and the Board of Commissioners adopted a \$20 fee for correcting marriage licenses in 2018; and

WHEREAS, the County Clerk has studied the required time and resources necessary to complete this process; and

WHEREAS, the County Clerk recommends that the Board of Commissioners approve the updated fee.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves raising the fee for correcting marriage licenses from \$20.00 to \$50.00.

BE IT FURTHER RESOLVED, that the resulting monies collected due to this fee shall be deposited into the General Fund (Account number: 101-21500-480015).

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary adjustments to the budget required as a result of this resolution.



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO UTILIZE THE COUNTY'S OPTION TO ACQUIRE  
TAX FORECLOSED PROPERTY**

WHEREAS, the Ingham County Treasurer is acting as the Foreclosing Governmental Unit under PA 123 of 1999; and

WHEREAS, the General Property Tax Act (PA 123 of 1999), allows a county, under MCL 211.78m(1), to purchase tax foreclosed property for the minimum bid, which is defined in statute; and

WHEREAS, the County Board of Commissioners wish to utilize their local option to acquire tax foreclosed property not otherwise optioned by the State of Michigan or other local units of government; and

WHEREAS, the Ingham County Land Bank Authority (the "Authority") on June 21, 2021 heard an Executive Director's report and agreed with their request to move forward to acquire two properties that support the Land Bank mission of improving neighborhood homes.

THEREFORE BE IT RESOLVED, that the Board of Commissioners requests the County Treasurer, acting as the Foreclosing Governmental Unit, to accept the minimum bid in the name of Ingham County for the properties at 2701 Pattengill Avenue, Lansing (33-01-01-29-257-001) and 5131 Wexford Road, Lansing (33-01-05-06-126-061), subject to local and state option and other deletions as required by statute and Land Bank Priorities, Policies, and Procedures.

BE IT FURTHER RESOLVED, that the acquisition cost shall be covered by the Ingham County Land Bank Authority.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any necessary documents as approved to form by the County Attorney to convey said properties to the Authority.



**To:** Ingham County Board of Commissioners

**From:** Patrick E. Lindemann, Drain Commissioner

**Re:** Full Faith and Credit Resolutions in Support of County Drain Projects

**Date:** July 6, 2021

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The Ingham County Drain Office performs certain due diligence for each drain project it undertakes for which the County will be asked to pledge its full faith and credit. The project for the Angel Acres Drain Drainage District is a project that has been petitioned under Chapter 8 of the Drain Code. The purpose of this memo is to summarize the due diligence my office has performed for this Chapter 8 drain project and to provide some background on the general Drain Code provisions that provide safeguards to a county when it pledges its full faith and credit. Based on the following analysis, it is my opinion that there is significant property value in the drainage district to support the payment of the assessments leading me to conclude that there is no substantial risk that a significant, long-term payment would be required from the County as a result of its pledge of full faith and credit for these Bonds.

#### **DRAIN CODE POWERS AND SAFEGUARDS REGARDING PAYMENT OF DRAIN BONDS**

In considering the risk that there would be insufficient funds to pay drain bonds (which could lead to an advance by a county on its full faith and credit pledge), the Michigan Drain Code and Michigan law in general build in many safeguards to protect the vital public interest in being able to finance drain projects:

- 1) The debt service on drain bonds under Chapter 8 of the Drain Code is primarily paid from assessments levied against public corporations and benefitted properties in the drainage district.
  - a) The assessments against benefitted properties are a strong source of revenue since they have the same priority for payment as taxes, having a first priority superior to mortgages and other forms of debt that might encumber a property.
  - b) If a property owner is delinquent in paying the property owner's assessment, the assessment is turned over to the County to be collected with the delinquent taxes. The County has significant powers to collect delinquent taxes which would ultimately end up with the property being sold at tax sale if the property owner does not pay the delinquent taxes and assessments. At that point, there would only be a shortfall in revenues to pay the drain assessment if the property is sold for less than the amount of outstanding delinquent taxes and assessments and the interest and penalties on them. The balance of the assessment that has not yet become due would continue to be a lien against the property payable by the new property owner after it is sold.
  - c) During the time the delinquent assessments are being collected, the amount of the delinquent assessment would be paid to the drainage district from the County's delinquent tax revolving fund (so long as the County continues this program) and would be used to pay the debt service on the drain bonds.
  - d) Assessments against the municipalities are a general obligation of those municipalities and as such a legally binding obligation of the general fund of the municipalities.



- 2) By adopting a resolution pledging full faith and credit, the County is agreeing to be a backup source of payment for the bonds if there is a shortfall in the primary source of payment and the county would only make payments in the event there is ever a shortfall in the assessment collections.
- a) For assessments against benefitted property owners, a shortfall would only come into play after the property was sold at tax foreclosure (again assuming the continuation of the delinquent tax revolving fund), if the sale price was less than the amount of delinquent taxes, assessments, and interest and penalties on them.
- b) Such amounts will normally be relatively small since on most assessment rolls any one assessment against a benefitted property is only a small part of the whole, and the delinquency would most often only be for a few years of a multiyear assessment.
- 3) Payments by counties pursuant to a full faith and credit resolution are rare, and if they are required would normally be small and only for a short time.
- a) County payments are usually short term since under the Drain Code the drainage district is required to levy a deficiency assessment against the district for the amount of any shortfall within two years and when that assessment is levied and collected, the County would be paid back.
- b) In addition to deficiency assessments, the drainage district has the ability to levy an administrative fee in the way of an interest rate on the assessments that is 1 percent over the interest rate of the bonds issued in anticipation of the assessments. This small additional amount of interest is allowed to the drainage district to cover costs, including costs that could lead to a shortfall, thus further mitigating risk to the County.
- c) **The County has never made a payment pursuant to a resolution pledging full faith and credit for drainage district bonds issued by a drainage district during my almost 29-year tenure as drain commissioner.**

## **DUE DILIGENCE PERFORMED FOR THE ANGEL ACRES PROJECT**

The Drain Office has performed specific due diligence for the Angel Acres Drain Drainage District project which is undertaken under Chapter 8 of the Drain Code.

- 1) As stated above, the main chance of a special assessment against a property becoming delinquent and not being able to ultimately satisfy the assessment levied against it would result from an assessed property being sold at tax sale for an amount that is less than the amount of delinquent taxes, assessments, interest and penalties currently due with respect to the property. Therefore, the due diligence evaluates the total amount of the assessment against the drainage district for a project compared to the total assessed value (the “SEV”) of the properties in the district in order to ascertain that there is enough assessed value in the district to support the payment of the special assessment, making the risk of a long term default very unlikely.
- 2) The analysis performed for this project compares the total amount of the assessment that will be levied in the drainage district to the total SEV of the drainage district (the “SEV percentage”). Since the SEV is an amount that is required to be 50% of the true cash value of property, the total property value in the district is an amount that is two times the SEV. Therefore, comparing the total amount of the assessment to a number that is two times the SEV will show the ratio of the assessment to the true cash value of the district (“Total Value percentage”). The Total Value percentage shows the amount of value there is in the properties of the drainage district over and above the amount of the assessment. The due diligence performed contains a similar analysis with respect to the municipalities subject to an assessment.



3) The SEV analysis that was performed for this Project is attached to this memo. The resolution that has been presented to the Board uses \$3,200,000 as the not-to-exceed amount for the bonds. This is a high estimate and the final amount may be less if assessments are prepaid. For the project, the analysis shows that the SEV percentage is 12.39% of the SEV of the special assessment district and the Total Value percentage is 6.195% of the true cash value of the properties in the district. In reality, since some of the assessments will be levied against the public corporations and the bonded amount may be less than the not-to-exceed amount, the Total Value percentage will in fact be lower than 6.195% when looking at the amount actually assessed to the properties, providing more than 93.805% property value coverage. The ratio to municipal SEVs is also shown, ranging from 0.03% to 1.09%.

4) Based on this analysis, there is significant value in the Angel Acres Drain Drainage District to support the payment of the assessments for the bonds that will be issued for this project.



## Angel Acres Drain Improvement Project Summary

(Prepared by Civil Engineers, Inc.)

A petition presented to the Ingham Co. Drain Commissioner by property owners in the Angel Acres subdivision was considered by a Board of Determination (BOD) on March 15, 2018. The BOD voted unanimously that improvements were necessary. After investigating the existing system, a project to make improvements has been developed and is ready to be constructed. The 8" existing pipe running through backyards, under sheds and septic tank drain fields, does not have the capacity to properly drain the area, it is collapsing, and has a history of plugging with roots. This has caused flooding in the neighborhood and along Cedar Street. Additional runoff from commercial property north of Cedar Street has added to the problem. The improvement project will place new storm sewer in the road right-of-way, provide environmental benefit by treating the stormwater in roadside swales, and provide a properly sized outlet. The project will reconstruct roads in the neighborhood as well.



July 6, 2021

Prepared By: Civil Engineers, Inc

Mr. Patrick E. Lindemann  
Ingham County Drain Commissioner  
707 Buhl Ave.  
Mason, MI 48854

RE: Angel Acres Drain Drainage District  
State Equalized Value (SEV) Analysis for Full Faith & Credit

Dear Mr. Lindemann,

This Letter is a summary of SEVs for the Angel Acres Drain Drainage District. The following Percentages are estimates and are based on analysis of the total SEV of Alaiedon Township and Ingham County.

The SEV for the lands in the Drainage District is based on the individual SEVs taken from the most current 2021 property tax records found on the Ingham County web site. The SEVs for the lands in the drainage district are based on the SEV of the entire parcel for each parcel that is part of the Drainage District, regardless of whether the entire parcel is in the district.

The SEVs used for the municipalities are from the published 2021 equalization report available at:

<https://cms3.revize.com/revize/inghamcounty/2021%20Equalization%20Report.pdf>

The requested full faith and credit amount is \$3,200,000. The total SEV for the Alaiedon Township is \$293,501,000. The estimated SEV for the lands within the Drainage District is \$25,826,300. Additionally, the total SEV for all of Ingham County is \$10,113,627,214. The Angel Acres Drain Drainage District is comprised of 64 parcels, representing 0.22% of the land and 8.80% of the SEV of Alaiedon Township. Using these numbers, the following relationships are realized:

Full Faith & Credit Amount =		\$3,200,000	
Estimated SEV of the lands in the drainage district	\$25,826,300	Percent of requested full faith and credit as a ratio of the total SEV of the lands in the Drainage District.	12.39%
Alaiedon Township SEV	\$293,501,000	Percent of requested full faith and credit as a ratio of the total SEV of the lands in the Municipalities.	1.09%
Ingham County SEV	\$10,113,627,214	Percent of requested full faith and credit as a ratio of the total SEV of the lands in the County of Ingham.	0.03%

Please note that lands within Alaiedon Township, excluding Ingham County Road Right-of-Way, comprise 77.41% of the total lands in the Drainage District. Ingham County roads within Alaiedon Township comprise 22.59% of the total lands in the Drainage District.



Please contact us with any questions or concerns.

Sincerely,

Civil Engineers, Inc.

A handwritten signature in blue ink, appearing to read 'R.A. Ramsey', with a stylized flourish at the end.

Randy A. Ramsey, PE

President



Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION PLEDGING FULL FAITH AND CREDIT TO  
ANGEL ACRES DRAIN DRAINAGE DISTRICT BONDS**

**RESOLUTION # \_\_\_\_\_**

Minutes of a regular meeting of the Board of Commissioners of Ingham County, Michigan, held in the Ingham County Courthouse, Mason, Michigan, on \_\_\_\_\_, 2021, at \_\_\_\_\_ p.m., local time.

PRESENT: Commissioners \_\_\_\_\_

ABSENT: Commissioners \_\_\_\_\_

The following resolution was offered by Commissioner \_\_\_\_\_ and supported by Commissioner: \_\_\_\_\_

WHEREAS pursuant to a petition filed with the Drain Commissioner of the County of Ingham, State of Michigan (the "Drain Commissioner"), proceedings have been taken under the provisions of Act 40, Public Acts of Michigan, 1956, as amended (the "Act"), for the making of certain intra-county drain improvements referred to as the Angel Acres Drain Maintenance and Improvement Project (the "Project"), which is being undertaken by the Angel Acres Drain Drainage District (the "Drainage District") in a Special Assessment District (the "Special Assessment District") established by the Drainage District; and

WHEREAS, the Project is necessary for the protection of the public health, and in order to provide funds to pay the costs of the Project, the Drain Commissioner intends to issue the Drainage District's bonds (the "Bonds") in an amount not to exceed \$3,200,000 pursuant to the Act; and

WHEREAS, the principal of and interest on the Bonds will be payable from assessments to be made upon public corporations and/or benefited properties in the Special Assessment District (the "Special Assessments"); and

WHEREAS, the Drain Commissioner, in consultation with professionals engaged by the Drainage District, has analyzed the Special Assessments and the proposed Bonds; and informed the County that there is no other indebtedness of the Drainage District secured by the Special Assessments, and that the Special Assessments will be levied in an amount equal to or greater than the par amount of the Bonds, assuring the County that there is a sufficient amount of Special Assessments levied, which together with interest thereon is projected to be sufficient to make payments of the principal of and interest on the Bonds as they become due; and

WHEREAS, PFM Financial Advisors LLC has been engaged by the Drainage District to review such projections and to assist the Drainage District as registered municipal advisor for the issuance of the Bonds; and



WHEREAS, the Ingham County Board of Commissioners (the “Board”) may, by resolution adopted by a majority of the members of the Board, pledge the full faith and credit of the County for the prompt payment of the principal of and interest on the Bonds pursuant to Section 276 of the Act; and

WHEREAS, the Drain Commissioner has informed the County that the pledge of the full faith and credit of the County to the Bonds will reduce the interest cost of financing the Project thus reducing the interest cost of the County and the property owners in the Drainage District for the Project; and

WHEREAS, if the County has advanced funds pursuant to its full faith and credit pledge and the Drainage District does not have funds to reimburse the County, the Act requires the Drain Commissioner to levy an additional assessment in such an amount as is required to reimburse the County for its advance; and

WHEREAS, the Drain Commissioner recommends that the Board adopt a resolution to pledge the full faith and credit of the County for the prompt payment of the principal of and interest on the Bonds; and

WHEREAS, based on the recommendation of the Drain Commissioner, the Board agrees to pledge the full faith and credit of the County to the Bonds.

NOW, THEREFORE, IT IS RESOLVED as follows:

1. The County pledges its full faith and credit for the prompt payment of the principal of and interest on the Bonds in a par amount not to exceed \$3,200,000. The County shall immediately advance sufficient moneys from County funds, as a first budget obligation, to pay the principal of and interest on any of the Bonds should the Drainage District fail to pay such amounts when due. The County shall, if necessary, levy a tax on all taxable property in the County, to the extent other available funds are insufficient to pay the principal of and interest on the Bonds when due.

2. Should the County advance County funds pursuant to the pledge made in this Resolution, the amounts shall be repaid to the County from assessments or reassessments made upon benefited properties in the Special Assessment District as provided in the Act.

3. The Chairperson of the Board, the County Administrator, the County Clerk, the County Treasurer, the County Finance Director and any other official of the County, or any one or more of them (“Authorized Officers”), are authorized and directed to take all actions necessary or desirable for the issuance of the Bonds and to execute any documents or certificates necessary to complete the issuance of the Bonds, including, but not limited to, any applications including the Michigan Department of Treasury, Application for State Treasurer’s Approval to Issue Long-Term Securities, any waivers, certificates, receipts, orders, agreements, instruments, and any certificates relating to federal or state securities laws, rules, or regulations and to participate in the preparation of a preliminary official statement and a final official statement for the Bonds and to sign such documents and give any approvals necessary therefor.

4. Any one of the Authorized Officers is hereby authorized to execute a certificate of the County to comply with the continuing disclosure undertaking of the County with respect to the Bonds pursuant to paragraph (b)(5) of SEC Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended, and amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the “Continuing Disclosure Certificate”). The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate.



5. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded to the extent of the conflict.

YEAS: Commissioners \_\_\_\_\_

\_\_\_\_\_

NAYS: Commissioners \_\_\_\_\_

ABSTAIN: Commissioners \_\_\_\_\_

**COUNTY SERVICES:**

**Yeas:** \_\_\_\_\_

**Nays:** \_\_\_\_\_ **Absent:** \_\_\_\_\_ **Approved:** \_\_\_\_\_

**FINANCE:**

**Yeas:** \_\_\_\_\_

**Nays:** \_\_\_\_\_ **Absent:** \_\_\_\_\_ **Approved:** \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Barb Byrum, Clerk  
County of Ingham



**CERTIFICATION**

I, Barb Byrum, the duly qualified and acting Clerk of Ingham County, Michigan (the "County") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners at a meeting held on \_\_\_\_\_, 2021, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended.

Date: \_\_\_\_\_, 2021

\_\_\_\_\_  
Barb Byrum, Clerk  
County of Ingham



## Agenda Item 3b

To: County Services Committee

**From:** Patrick E. Lindemann, Ingham County Drain Commissioner

**Date:** July 6, 2021

**Re:** Resolution Approving Agreement to Transfer Jurisdiction, Operation, Maintenance, and Control from the Delta Grande Drain Drainage District to the City of Lansing  
(For July 20th meeting agenda)

I am requesting that the Board of Commissioners approve the Resolution to Transfer Jurisdiction, Operation, Maintenance, and Control from the Delta Grande Drain Drainage District to the City of Lansing because the City of Lansing has operated and maintained the Delta Grande Drain since the 1960s and the Lansing City Council has formally requested the transfer of jurisdiction in its Resolution #2021-068.

Section 395 of the Michigan Drain Code of 1956, as amended (MCL 280.395) provides the requirements and procedure for transferring jurisdiction of a county drain to a municipality, stating that all of the following must be met:

1. The drainage district must have no outstanding indebtedness or contract liability;
2. The drain and the drainage district must be wholly located within the boundaries of the City;
3. The majority of the members of the Ingham County Board of Commissioners must approve the relinquishment;
4. The Lansing City Council must approve the relinquishment.

I have confirmed there is no outstanding indebtedness or contract liability and that the Delta Grande Drain and Drainage District are wholly located within the boundaries of the City of Lansing. The Lansing City Council requested this relinquishment of jurisdiction via its Resolution #2021-068. The final step in the process is for the Board of Commissioners to approve a resolution transferring jurisdiction and control of the Delta Grande Drain to the City of Lansing. I have submitted the attached Resolution Approving Agreement to Transfer Jurisdiction, Operation, Maintenance, and Control from the Delta Grande Drain Drainage District to the City of Lansing to accomplish this final step.

Thank you for consideration of my request. It is an honor and a privilege to serve the citizens, municipalities, and businesses of Ingham County.



**RESOLUTION TO APPROVE AGREEMENT TO TRANSFER  
JURISDICTION, OPERATION, MAINTENANCE, AND CONTROL  
FROM THE DELTA GRANDE DRAIN DRAINAGE DISTRICT  
TO THE CITY OF LANSING**

At a regular meeting of the Board of Commissioners for Ingham County, Michigan, held in the City of Mason, on \_\_\_\_\_, 2021, at \_\_\_\_\_ o'clock, \_\_.m.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

WHEREAS, lands within the City of Lansing, Ingham County, Michigan are served by the Delta Grande Drain, a county drain located and established in Ingham County under the jurisdiction of the Ingham County Drain Commissioner; and

WHEREAS, the Delta Grande Drain lies wholly within the corporate boundary of the City of Lansing; and

WHEREAS, although the City of Lansing has been operating and maintaining the Delta Grande Drain since the 1960s, the Ingham County Drain Commissioner determined that the jurisdiction and control of said drain was never transferred to the City of Lansing in accordance with the requirements of Section 395 of the Michigan Drain Code of 1956, as amended; and

WHEREAS, Section 395 of the Michigan Drain Code, as amended (MCL 280.395), provides, in part, that a drain commissioner may relinquish and transfer the jurisdiction and control over a drain or portions of a drain wholly located within the boundaries of a township, city, or village, subject to prior approval by the county board of commissioners and the governing body of the township, city, or village; and

WHEREAS, the City of Lansing passed Resolution #2021-068 expressing its desire to have the Delta Grande Drain relinquished by the Ingham County Drain Commissioner and transferred for the City's jurisdiction, operation, maintenance, and control; and

WHEREAS, the Ingham County Drain Commissioner has agreed to such relinquishment and transfer of jurisdiction, operation, maintenance, and control of the Delta Grande Drain, and has recommended approval to the Ingham County Board of Commissioners; and

WHEREAS, the Ingham County Drain Commissioner has confirmed that the Delta Grande Drain has no outstanding indebtedness or contract liability; and

WHEREAS, the Ingham County Drain Commissioner desires to complete the transfer process to resolve control and jurisdictional matters for the Delta Grande Drain.



NOW, THEREFORE, BE IT RESOLVED that the Ingham County Board of Commissioners does hereby approve the relinquishment and transfer of the jurisdiction, operation, maintenance, and control of the Delta Grande Drain to the City of Lansing.

All previous resolutions insofar as they conflict with this resolution are hereby rescinded.

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Bryan Crenshaw, Chairperson

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Barb Byrum, Clerk



Memo to County Services Committee and Finance Committee

**From:** Patrick E. Lindemann, Ingham County Drain Commissioner

**Re:** Resolution Consenting to the Relinquishment of Okemos (Chapter 20) Drain to Meridian Charter Township

**Date:** July 6, 2021

For the reasons set forth below, I am requesting that the Ingham County Board of Commissioners consent to the relinquishment of the Okemos (Chapter 20) Drain (the “Drain”) to the Charter Township of Meridian.

The purpose of this request is to assist with a long-term solution to the recurring flooding issues at and surrounding the intersection of Grand River Avenue and Okemos Road in Okemos, Michigan. The efforts to address the flooding issues involves coordination of four governmental bodies – Meridian Charter Township (“Township”), the Michigan Department of Transportation (“MDOT”), the Ingham County Road Department (“ICRD”), and the Ingham County Drain Commissioner (“ICDC”). MDOT is currently in the planning stages for road improvements to M-43 (Grand River Avenue) which includes improvements to this intersection. The road work is planned to begin in 2022. Additionally, the ICRD is planning improvements to Okemos Road. The relinquishment of the Drain to the Township is one of the early procedural steps in coordinating the road and drain improvements. Ultimately, once the Drain is relinquished, the drains near the intersection will be consolidated into one drain which will allow for engineering, construction, and administrative efficiencies.

Section 478 of the Michigan Drain Code, MCL 280.478, authorizes a drainage board to relinquish jurisdiction and control over a Chapter 20 Drain, if a township requests or consents to the relinquishment of jurisdiction and control. If such a relinquishment is authorized by the drainage board, Section 478 provides that each public corporation that has paid a part of the cost of that drain must also consent to the relinquishment. With respect to the Okemos (Chapter 20) Drain, the only public corporations that have paid for costs are Meridian Charter Township and Ingham County.

On June 1, 2021, the Meridian Charter Township Board passed a resolution requesting that the Okemos (Chapter 20) Drain Drainage Board (“Drainage Board”) relinquish jurisdiction and control of the Okemos (Chapter 20) Drain to the Township located wholly within their jurisdiction. Attached is a copy of the Meridian Charter Township Board Resolution and background information that was presented to them explaining the drainage problems.

On June 15, 2021, the Drainage Board passed a resolution accepting the Township’s request and relinquishing the jurisdiction and control of the Drain to the Township. Now that the Drainage Board has formally relinquished the Drain, I am requesting that the County of Ingham, which again is the only other public corporation that has historically paid for maintenance of this Chapter 20 Drain, to provide its consent for this action to become effective. The request for County of Ingham approval will be presented to the County Services Committee on July 20, 2021 and to the Finance Committee on July 21, 2021.



Again, this is a coordinated effort by four governmental bodies to address ongoing flooding at the Grand River Avenue and Okemos Road intersection and surrounding area. We are requesting this approval at this time in order to meet MDOT's bidding and construction schedule and to coordinate any necessary improvements to the drainage systems with the road construction.

Thank you for consideration of my request. I will be in attendance at your July 20, 2021 and July 21, 2021 Committee meetings to answer any questions you might have regarding my request.

It is an honor and a privilege to serve the citizens, municipalities, and businesses of Ingham County.



## **CHARTER TOWNSHIP OF MERIDIAN**

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, held at the municipal building at 5151 Marsh Road, Okemos, MI 48864 in said Township on the 1st day of June, 2021 at 6:00 p.m., local time.

PRESENT: Supervisor Styka, Clerk Guthrie, Treasurer Deschaine, Trustees Jackson, Opsommer, Sundland, Wisinski

ABSENT: None

The following resolution was offered for adoption by Trustee Jackson and supported by Trustee Deschaine.

### **RESOLUTION TO REQUESTING THE RELINQUISHMENT OF THE OKEMOS DRAIN TO TOWNSHIP**

**WHEREAS**, the Okemos Drain (the "Drain") and Okemos Drain Drainage District ("Drainage District") was established on or about December 16, 1969 in accordance with the provisions of Chapter 20 of the Michigan Drain Code of 1956, 1956 P.A. 40, as amended, MCL 280.461 et seq., (the "Drain Code") and is under the jurisdiction of the Okemos Drainage Board ("Drainage Board"); and,

**WHEREAS** the Drain is located in Sections 15, 16, 21 and 22 of the Charter Township of Meridian ("Township") as further described by the route and course description set forth in **Exhibit A**; and,

**WHEREAS**, pursuant to Section 478 of the Drain Code, MCL 280.478, the Drainage Board for the Drain may relinquish jurisdiction and control over all or any part of a drain or drain project at any time when there is no outstanding indebtedness or contract liability of its drainage district, to the township in which all or the part of the drain or drain project is wholly located, if the township requests or consents to the relinquishment of jurisdiction and control by resolution duly adopted by its governing body; and,

**WHEREAS**, in order to consolidate several drains and drainage districts located in the same drainage basin, and organize as a single drainage district, which said drainage districts, include the Grettenberger Drain, Meijers Drain and Okemos Drain, the Okemos Drain as constituted under Chapter 20 of the Drain Code, requires relinquishment to the Township before said Drain may be consolidated with other drains within the same drainage basin; and,

**WHEREAS**, pursuant to Section 478 of the Drain Code, MCL 280.478, the Township desires and consents to the relinquishment jurisdiction and control of the Drain and Drainage District from Drainage Board to the Township; and,

**WHEREAS**, to ensure continued and proper operation and maintenance of the Okemos Drain following the approval and relinquishment of the Okemos Drain to the Township by the



RESOLUTION TO REQUESTING THE RELINQUISHMENT  
OF THE OKEMOS DRAIN TO TOWNSHIP

Page 2

Drainage Board, the Township and the Ingham County Drain Commissioner have agreed to enter into an agreement according to the terms and conditions; and.

**NOW THEREFORE BE IT RESOLVED**, pursuant to Section 478 of the Drain Code, MCL 280.478, the Township hereby consents to the relinquishment of jurisdiction and control of the Okemos Drain and Okemos Drainage District as set forth in **Exhibit A** from the Drainage Board to the Township.

**BE IT FURTHER RESOLVED**, the Township accepts for assignment from the Drainage Board to the Township all drain easements, including drainage structures and related appurtenances.

**BE IT FURTHER RESOLVED**, the Township approves and authorizes the Supervisor and Clerk to execute the Operation and Maintenance Agreement with the Ingham County Drain Commissioner attached as **Exhibit B**, in connection with the continued operation and maintenance of the Okemos Drain following the Drainage Board's relinquishment of the Okemos Drain.

**BE IT FURTHER RESOLVED**, all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

ADOPTED:

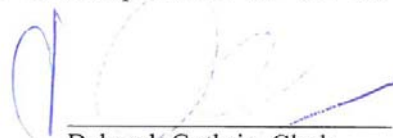
YEAS: Trustees Opsommer, Sundland, Wisinski, Jackson, Supervisor Styka, Clerk Guthrie, Treasurer Deschaine

NAYS: None

The foregoing Resolution was declared and adopted on this date 7-0

STATE OF MICHIGAN     )  
                                      ) ss  
COUNTY OF INGHAM    )

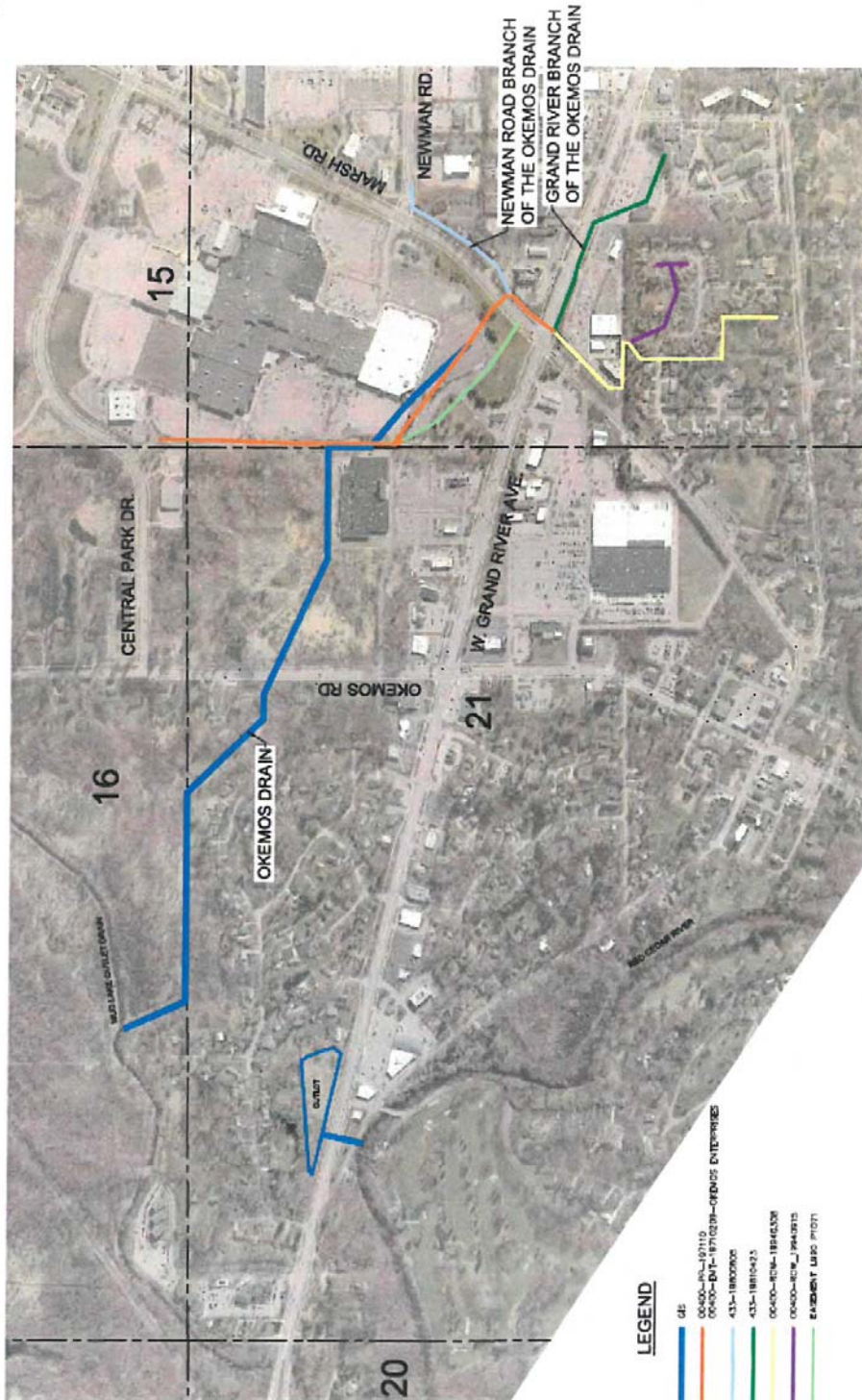
I, the undersigned, the Clerk of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Township Board on the 1st day of June, 2021.

  
Deborah Guthrie, Clerk  
Meridian Charter Township



**EXHIBIT A**  
**OKEMOS (CHAPTER 20) DRAIN**







**EXHIBIT B**  
**OPERATION AND MAINTENANCE AGREEMENT FOR**  
**OKEMOS (CHAPTER 20) DRAIN**



## AGREEMENT

### INGHAM COUNTY DRAIN COMMISSIONER AND MERIDIAN CHARTER TOWNSHIP OPERATION AND MAINTENANCE (FORMER) OKEMOS DRAIN

This **Agreement** (“Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **Ingham County Drain Commissioner** (the “Drain Commissioner”), whose address is 707 Buhl St, Mason, MI 48854-0220, and the **Meridian Charter Township** (hereinafter, the “Township”), 5151 Marsh Road, Okemos, Michigan 48864. In this Agreement, the Drain Commissioner and Township may be referred individually as “Party”, or collectively as “Parties”.

#### Recitals:

**WHEREAS**, the Okemos Drain and Okemos Drain Drainage District was originally established in accordance with the provisions of Chapter 20 of the Michigan Drain Code of 1956, 1956 P.A. 40, as amended, MCL 280.461 et seq., (the “Drain Code”); and,

**WHEREAS**, the Okemos Drain is located in of Sections 15, 16, 21 and 22 of the Township, Ingham County, Michigan; and,

**WHEREAS**, in order to consolidate the Okemos Drain with the Grettenberger Drain and Meijers Drain, and organize said drains and drainage districts as a single drainage district, the Okemos Drain as constituted under Chapter 20 of the Drain Code, required the Drainage Board (for the Okemos Drain) to relinquish jurisdiction and control of the drain to the Township; and,

**WHEREAS**, on \_\_\_\_\_, 2021 and in accordance with Section 478 of the Drain Code, MCL 280.478, the Drainage Board for the Okemos Drain relinquished jurisdiction and control over the drain, and the Township accepted and assumed jurisdiction; and,

**WHEREAS**, on \_\_\_\_\_, 2021, the Township adopted a resolution authorizing the filing of a petition for the improvement and consolidation of the former Okemos Drain, Grettenberger Drain and Meijers Drain, to be organized as a single drainage district; and,

**WHEREAS**, to ensure the continued operation and maintenance of the former Okemos Drain until such time that said drain is consolidated with Grettenberger Drain and Meijers Drain, the Township has requested, and the Drain Commissioner has agreed to operate and maintain the Okemos Drain on behalf of the Township; and,

**WHEREAS**, the purpose of this Agreement is to establish terms and condition between the Township and Drain Commissioner in connection with the continued operation and maintenance of the Okemos Drain.

**NOW THEREFORE**, in consideration of these premises and mutual promises, representation and agreements set forth in this Agreement, and for other good and valuable



consideration, the receipt and adequacy of which is hereby acknowledged, the Parties mutually agree as follows:

1. Authority and Purpose. Pursuant to the Urban Cooperation Act of 1967, as amended (MCL 124.501 et seq.), Section 431 of the Michigan Drain Code (MCL 280.431) and any other applicable laws of the State of Michigan, the Township and the Drain Commissioner enter into this Agreement to establish terms and conditions for purpose of the operation and maintenance of the former Okemos Drain (the "Drain"). Each Party agrees to take all actions reasonably necessary to effectuate the objectives set forth in this Agreement.

2. Operation and Maintenance of Drain. The Drain Commissioner agrees to operate and maintain the Drain on behalf of the Township and in accordance with the Drain Commissioner's standards, practices and specifications associated with the operation and maintenance of county drains under his jurisdiction. The Township hereby grants a license to the Drain Commissioner, its employees and to access, to occupy and use all Drain easements for the purpose of operating and maintaining the Drain. The diagram showing the Drain and related structures is attached as **Exhibit A**.

3. Township Liability for Costs. The Township agrees to assume and pay all costs and expenses of the Drain Commissioners resulting from this Agreement and in connection with the operation and maintenance of the Drain, including, inspection, engineering, legal and administrative expenses and costs related to or associated with this Agreement. Any amount incurred by Drain Commissioner will be billed to the Township. Township agrees to remit payment within thirty (30) days upon invoice.

4. Termination. This Agreement shall automatically terminate at such time that this Drain is consolidated with the Grettenberger Drain and Meijers Drain. In the event that the proposed consolidation of this Drain does not take place, then either Party may terminate this Agreement upon 180 days' written notice to the other Party.

5. Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this Agreement is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party. As used in this Agreement, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.

6. Reservation of Rights; Governmental Function. This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. In addition, the Parties maintain that the obligations set forth in this Agreement will be in the exercise or discharge of a governmental function. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

7. Severability. If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision of persons or circumstances other than those



as to which it is invalid or unenforceable, is not affected and is enforceable, provided the invalid provision does not substantially alter the Agreement or make execution impractical.

8. Binding Agreement; Assignment; and Amendments. This Agreement will be binding upon and for the benefit of the Parties hereto and their respective successors and assigns, subject to any assignment requiring the prior written consent of the non-assigning Party by an amendment to this Agreement signed by both Parties, and the assignor binding the assignee to the terms and provisions of this Agreement.

9. Captions. The section headings or titles and/or all section numbers contained in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.

10. Recitals. The recitals shall be considered an integral part of the Agreement.

11. Execution. The Parties signing this Agreement on behalf of each Party are, by said signatures, affirming that they are authorized to enter into this Agreement for and on behalf of the respective Parties to this Agreement.

**INGHAM COUNTY COMMISSIONER**

By: \_\_\_\_\_  
Patrick E. Lindemann  
Ingham County Drain Commissioner

**MERIDIAN CHARTER TOWNSHIP**

By: \_\_\_\_\_  
Ronald J. Styka

Its: Supervisor

By: \_\_\_\_\_  
Deborah Guthrie

Its: Clerk





13. B.

**To: Township Board Members**  
**From: Derek N. Perry, Deputy Township Manager**  
**Director of Public Works & Engineering**  
**Date: May 14, 2021**  
**Re: Okemos Drain**

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In the fall of 2020, the Township approved proceeding with the development of a drain improvement plan with the Ingham County Drain Commissioner (ICDC) for the Grettenberger Drain and the Meijer Drain in conjunction with the Michigan Department of Transportation (MDOT) plan to reconstruct and improve Grand River Avenue in 2022. As part of this project, portions of Okemos Road north and south of Grand River Avenue would also be reconstructed in coordination with the Ingham County Road Department and the ICDC to eliminate the periodic flooding that occurs at the intersection.

As the hydraulic study and associated engineering analysis has been taking place, it has become evident that the Okemos Drain needs to be incorporated into the overall plan with the other two drains, as all three drains operate as a complete system in the study area and are dependent on one another to function.

Unfortunately, as separate drains, and created under different Chapters of the Michigan Drain Code, they all have their own unique bureaucracy and are required to be treated as distinct under the Drain Code regulations. As such, managing and making engineering changes as a system, can be cumbersome.

To overcome this obstacle, we are recommending that we consider combining the three drains into a single "Okemos Consolidated Drain" to effectively manage the system comprehensively.

On Tuesday night, the ICDC will present their updated findings of the drainage study, and provide additional justification and the required process for the consolidation of the three drains into one "Okemos Consolidated Drain" to service our core commercial development area in the Township.



## MEMORANDUM

To: Derek Perry, Asst. Township Manager  
Meridian Charter Township

From: Alan Boyer, PE  
Consulting Engineer for the Grettenberger, Meijers and Okemos Drains

Date: May 10, 2021

Re: Okemos Drain

The Okemos Drain is the drainage outlet for a substantial portion of the Township's commercial district. It receives runoff from county drains, including the Grettenberger and Meijers Drains, private storm drains, county road and MDOT storm drains and conveys it toward the Red Cedar River. The pending M-43 corridor improvements include drainage changes to reduce road flooding. Both LSG and MDOT have identified urgent concerns with the capacity and condition of the Okemos Drain and its tributary drainage system that must be addressed in coordination with the pending road improvements along the Grand River Avenue and Okemos Road corridors. These concerns are best addressed by taking a managed approach over a consolidated drainage system to avoid harmful downstream impacts from the anticipated drainage improvements along these road corridors. In other words, if the water

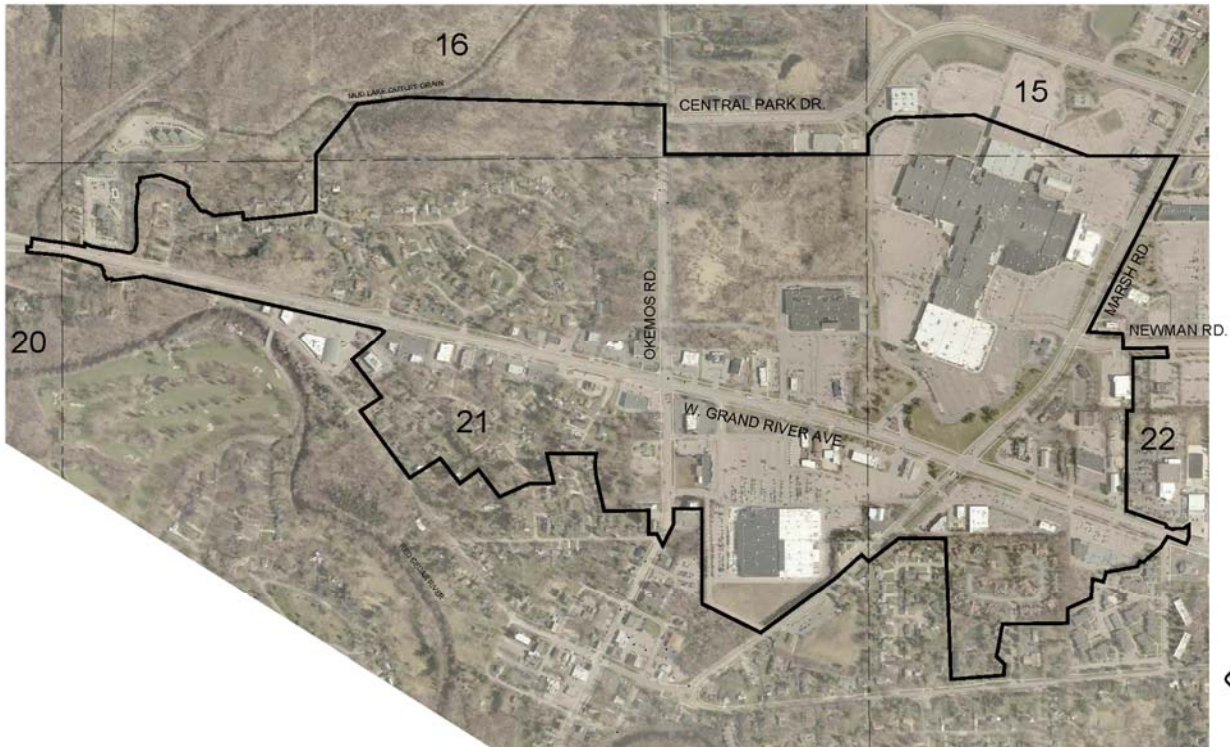


Grand River  
Avenue (M-43) &  
Okemos Road  
intersection  
flooding, February  
2018



OKEMOS DRAIN  
PRELIMINARY SERVICE AREA MAP  
MERIDIAN TOWNSHIP, MICHIGAN

300 0 300 600 900  
Scale 1" = 300'

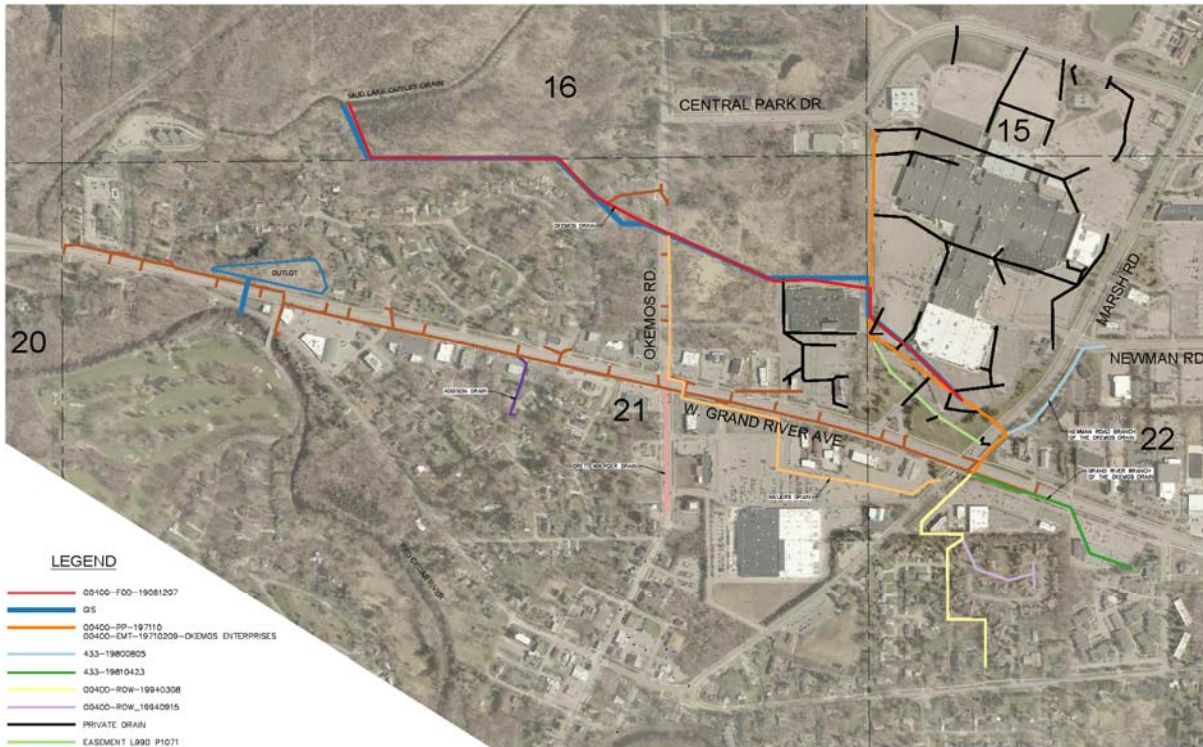


PRELIMINARY ONLY



# OKEMOS DRAIN EXISTING PIPING MAP MERIDIAN TOWNSHIP, MICHIGAN

Scale 1" = 300'



## LEGEND

- 00100-F00-19061207
- GIS
- 00400-P0-197110
- 00400-DMT-19710209-OKEMOS ENTERPRISES
- 433-19800805
- 433-19810423
- 00400-ROW-19940308
- 00400-ROW-19840915
- PRIVATE DRAIN
- EASEMENT L990 P1071
- GRETTENBORDER DRAIN
- MEJERS DRAIN
- ADDSOY DRAIN
- OTHER (MOOT STORM DRAIN & JORD STORM DRAIN)

PRELIMINARY ONLY



that now floods Grand River Avenue and Okemos Roads in large storm events is no longer in the intersection because of drainage improvements to the Grettenberger and Meijers Drains, where has it gone? Does it flood somewhere else? The answers to those questions have to be carefully modeled, looking at the entire, consolidated Okemos Drain drainage system.

The upper reach of the drainage area, much of the Township's commercial district (Meridian Mall, Meijers, Best Buy, etc.), is about 71% impervious, most of which is pavement and roof. Runoff generated by these impervious surfaces is tremendous. The lower reach of the drainage area is the Ottawa Hills residential neighborhood.

Most of upper reach was developed before the adoption of today's standards and there were few stormwater controls for detention, runoff rate, volume, and water quality. Today, the stormwater runoff from the Grettenberger and Meijers Drains, developments, redevelopments and anticipated road projects all compete for the capacity of the Okemos Drain.



Image of the sign post at the Hillcrest Avenue and Seminole Drive intersection in the Ottawa Hills neighborhood. The black mark near the top of the sign post marks the flood depth from the April 18, 1975 flood. The mark is about 6.5 feet above the ground.

The Okemos Drain is in the tree line in the background.

In 2019 the Township Board agreed to share costs for a preliminary hydraulic study of the Grettenberger Drain and the storm drainage in the area of the Grand River (M-43) and Okemos Road intersection. The need for the study was driven by recurrent flooding, the 2018 collapse of the Grettenberger Drain storm sewer beneath Okemos Road, and the Ingham County Road Department's plans to replace the Okemos Road pavement south of Grand River Ave.



The study analyzed existing drainage systems including private drainage, county drains, and MDOT drainage. In early 2020, the study findings were presented to the Township, ICRD, ICDC and MDOT. Findings identified the following issues:

- Capacity concerns
- Age of infrastructure
  - Grettenberger Drain constructed in 1913
  - Meijers Drain constructed in 1974
- Flooding/floodplain concerns
- Maintenance concerns



Grettenberger  
Drain collapse  
beneath  
Okemos Road,  
August 2018

Those findings, and the proposed MDOT improvements to Grand River Avenue (M-43) between Park Lake and Powell Road, led to the recent Township Board resolutions and drain petitions for improvements to the Grettenberger and Meijers Drains. Both drains pass under Grand River Avenue at the Okemos Road intersection as they flow north to their outlet in the Okemos Drain.

The capacity of the Okemos Drain outlet is a real concern. This has been confirmed by MDOT's independent drainage analysis for the M-43/Grand River Avenue project.

Downstream along the Okemos Drain, the Ottawa Hill neighborhood lies directly in the path of the runoff from the commercial district. That runoff for a typical 10-year rainfall event is about 270 cubic feet per second (122,000 gallons per minute). Water flowing at this rate can fill the Haslett HS swimming pool in about 2 minutes; or, imagine water flowing 7-inches deep across all five lanes of Grand River Avenue.



Meanwhile, redevelopment and new development continues to be proposed and constructed in the Township commercial district without addressing the system-wide concerns to provide a proper level of service. That redevelopment and new development includes, for instance:

- former Benningan's/Leo's Lodge now shops including Aspen Dental/Chipotle
- former Payless Shoes now shops/offices
- former Mongolian BBQ now Panera Bread
- former Burger King proposed as Buddy's Pizza
- Chick-Fil-A (Meijers outlot)
- Proposed Huntington Bank (Mall outlot)

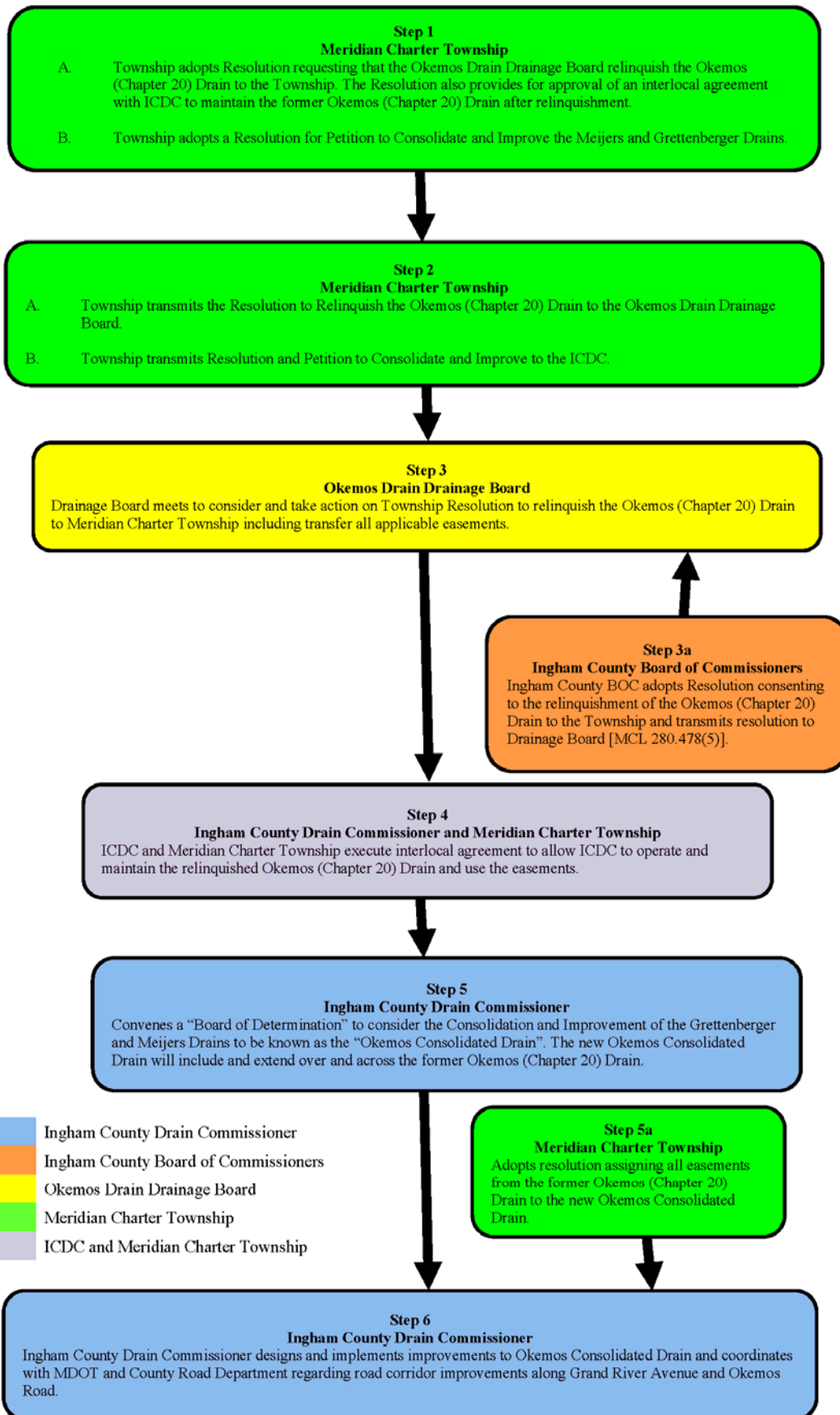
The map of the Preliminary Service Area shown earlier outlines the approximate 140 acre service area for the existing Okemos Drain. The service area is a rough approximation of the watershed/drainage district that generates the runoff. The Preliminary Piping Map shows the extent of the drainage network that conveys runoff to and through the Okemos Drain.



Grand River Avenue (M-43) flooding, February, 2018.

A solution that simply moves stormwater runoff to another part of this network, without understanding whether it harms those downstream, does not properly address the evident concerns. To provide an appropriate level of service, including assuring no detriment or diminution of system-wide service, engineering due diligence requires that we look at a consolidated drainage system that includes the Grettenberger, Meijers and Okemos Drains.







**DRAINAGE BOARD FOR THE OKEMOS DRAIN  
COUNTY OF INGHAM, STATE OF MICHIGAN**

**In the Matter of: Okemos Drain**

\_\_\_\_\_/

At a meeting of the Drainage Board for the Okemos Drain, Ingham County, Michigan, in accordance with the Open Meetings Act, Public Act 267 of 1976, as amended, MCL 15.261, and in order to mitigate the spread of COVID-19, protect the public health, and provide essential protections to vulnerable citizens, held electronically on 15<sup>th</sup> day of June 2021 at 5:00 p.m., local time, there were:

PRESENT: Commissioner Crenshaw, Commissioner Grebner, Deputy Drain Commissioner Pratt (on behalf of Chairperson Lindemann)

ABSENT: None.

The following Resolution was offered by Drainage Board Member Crenshaw and supported by Drainage Board Member Grebner.

**RESOLUTION AUTHORIZING THE RELINQUISHMENT  
OF THE OKEMOS DRAIN TO CHARTER TOWNSHIP OF MERIDIAN**

**WHEREAS**, the Okemos Drain (the "Drain") and Okemos Drain Drainage District ("Drainage District") was established on December 16, 1969 in accordance with the provisions of Chapter 20 of the Michigan Drain Code of 1956, 1956 P.A. 40, as amended, MCL 280.461 et seq., (the "Drain Code") and is under the jurisdiction of the Okemos Drainage Board ("Drainage Board"); and,

**WHEREAS** the Drain is located in solely and entirely within Sections 15,16, 21 and 22, of the Charter Township of Meridian ("Township") as further described by the route and course description set forth in **Exhibit A**; and,

**WHEREAS**, pursuant to Section 478 of the Drain Code, MCL 280.478, the Drainage Board for the Drain may relinquish jurisdiction and control over all or any part of a drain or drain project at any time when there is no outstanding indebtedness or contract liability of its drainage district, to the township in which all or the part of the drain or drain project is wholly located, if the township requests or consents to the relinquishment of jurisdiction and control by resolution duly adopted by its governing body; and,

**WHEREAS**, in order to consolidate several drains and drainage districts located in the same drainage basin, and organize as a single drainage district, which said drainage districts, include the Grettenberger Drain, Meijers Drain and Okemos Drain, the Okemos Drain as



constituted under Chapter 20 of the Drain Code, requires relinquishment to the Township before said Drain may be consolidated with other drains; and,

**WHEREAS**, on June 1, 2021, the Township Board for Meridian Charter Township adopted a resolution requesting the relinquishment jurisdiction and control of the Drain and Drainage District from Drainage Board to the Township pursuant to Section 478 of the Drain Code, MCL 280.478; and,

**NOW THEREFORE, BE IT RESOLVED BY THE DRAINAGE BOARD FOR THE OKEMOS DRAIN AND OKEMOS DRAINAGE DISTRICT AS FOLLOWS:**

1. Pursuant to Section 478 of the Drain Code, MCL 280.478, the Drainage Board hereby accepts the request from the Township and relinquishes the jurisdiction and control of the Okemos Drain and Okemos Drainage District as set forth in **Exhibit A** from the Drainage Board to the Township.

2. The Drainage Board through its Chairperson, the Ingham County Drain Commissioner, shall assign all drain easements, including drainage structures and related appurtenances from the Drainage District to the Township.

3. The Drainage Board directs the Chairperson, the Ingham County Drain Commissioner, to make a final accounting of the outstanding debt and invoice Meridian Charter Township and Ingham County according to the historical apportionments on record and close the drain fund.

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

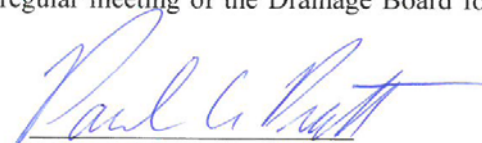
ADOPTED: YEAS: Crenshaw, Grebner, Pratt

NAYS: None.

The foregoing Resolution was declared and adopted on the date.

STATE OF MICHIGAN     )  
                                      ) ss  
COUNTY OF INGHAM     )

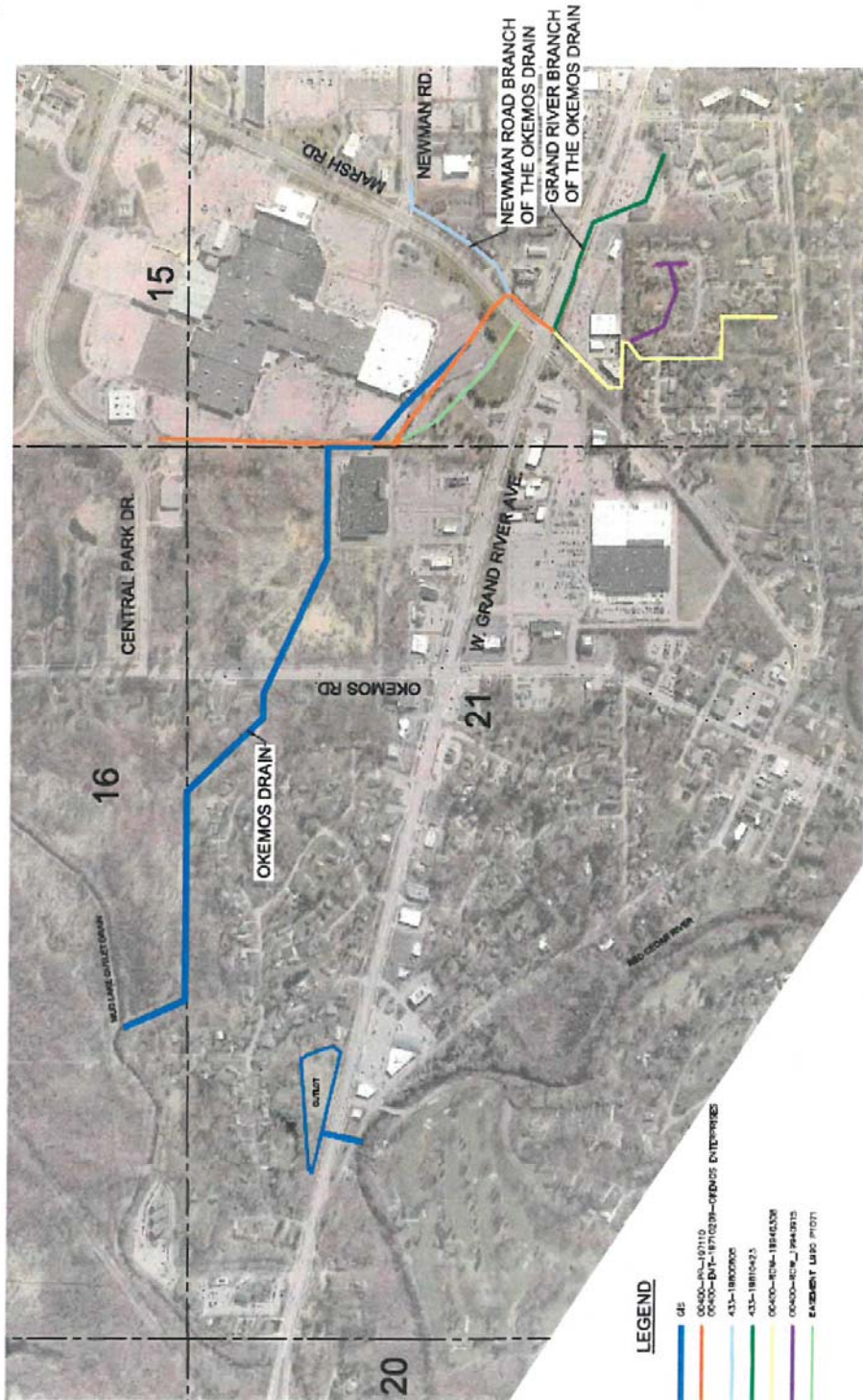
I, the undersigned, Paul C. Pratt, Ingham County Deputy Drain Commissioner and acting Chairperson of the Okemos Drain Drainage Board, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Drainage Board for the Okemos Drain on the 15<sup>th</sup> day of June 2021.



Paul C. Pratt  
Ingham County Deputy Drain Commissioner



# OKEMOS DRAIN MERIDIAN TOWNSHIP, MICHIGAN EXHIBIT A





Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION CONSENTING TO THE RELINQUISHMENT OF  
OKEMOS DRAIN TO MERIDIAN CHARTER TOWNSHIP**

**RESOLUTION # \_\_\_\_\_**

Minutes of a regular meeting of the Board of Commissioners of Ingham County, Michigan, held in the Ingham County Courthouse, Mason, Michigan, on \_\_\_\_\_, 2021, at 6:30 p.m., local time.

PRESENT: Commissioners \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Commissioners \_\_\_\_\_

The following resolution was offered by Commissioner \_\_\_\_\_ and supported by Commissioner:  
\_\_\_\_\_

**RESOLUTION TO REQUESTING THE RELINQUISHMENT  
OF THE OKEMOS DRAIN TO TOWNSHIP**

WHEREAS, the Okemos Drain (the “Drain”) and Okemos Drain Drainage District (“Drainage District”) was established on or about December 16, 1969 in accordance with the provisions of Chapter 20 of the Michigan Drain Code of 1956, 1956 P.A. 40, as amended, MCL 280.461 et seq., (the “Drain Code”) and is under the jurisdiction of the Okemos Drain Drainage Board (“Drainage Board”); and,

WHEREAS the Drain is located is located in Sections 15, 16, 21 and 22 of the Charter Township of Meridian (“Township”) as further described by the route and course description set forth in **Exhibit A**; and

WHEREAS, pursuant to Section 478(3) of the Drain Code, MCL 280.478(3), the Drainage Board for the Drain may relinquish jurisdiction and control over all or any part of a drain or drain project at any time when there is no outstanding indebtedness or contract liability of its drainage district, to the township in which all or the part of the drain or drain project is wholly located, if the township requests or consents to the relinquishment of jurisdiction and control by resolution duly adopted by its governing body; and

WHEREAS, Section 478(5) of the Drain Code, MCL 280.478(5) further provides that the relinquishment and turnover of the Drain does not become effective until consented to by resolution of each public corporation that has paid a part of the cost of the drain; and

WHEREAS, in order to consolidate several drains and drainage districts located in the same drainage basin, and organize as a single drainage district, which said drainage districts, include the Grettenberger Drain, Meijers Drain and Okemos Drain, the Okemos Drain as established under Chapter 20 of the Drain Code, requires relinquishment to the Township before said Drain may be consolidated with other drains within the same drainage basin; and



WHEREAS, on June 1, 2021 the Board of Trustees for Meridian Charter Township, adopted a resolution requesting the relinquishment of jurisdiction and control of the Okemos Drain and said resolution was transmitted to the Okemos Drain Drainage Board; and

WHEREAS, on June 15, 2021 the Okemos Drain Drainage Board adopted a resolution approving the relinquishment of jurisdiction and control of the Okemos Drain to the Charter Township of Meridian; and

WHEREAS, pursuant to Section 478(5) of the Drain Code, MCL 280.478, the County, which is a public corporation that has been assessed and paid a part of the cost of the drain, consents to the relinquishment of jurisdiction and control of the Drain and Drainage District from Drainage Board to the Township.

NOW, THEREFORE, IT IS RESOLVED,

1. The County, pursuant to Section 478 of the Drain Code, MCL 280.478, hereby consents to the relinquishment of jurisdiction and control of the Okemos Drain and Okemos Drain Drainage District as set forth in **Exhibit A** from the Drainage Board to the Township.
2. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded to the extent of the conflict.

YEAS: Commissioners \_\_\_\_\_  
\_\_\_\_\_

NAYS: Commissioners \_\_\_\_\_

ABSTAIN: Commissioners \_\_\_\_\_

**COUNTY SERVICES:**

**Yeas:** \_\_\_\_\_

**Nays:** \_\_\_\_\_ **Absent:** \_\_\_\_\_ **Approved:** \_\_\_\_\_

**FINANCE:**

**Yeas:** \_\_\_\_\_

**Nays:** \_\_\_\_\_ **Absent:** \_\_\_\_\_ **Approved:** \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Barb Byrum, Clerk  
County of Ingham



**CERTIFICATION**

I, Barb Byrum, the duly qualified and acting Clerk of Ingham County, Michigan (the “County”) do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners at a meeting held on \_\_\_\_\_, 2021, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976.

\_\_\_\_\_  
Barb Byrum, Clerk  
County of Ingham







## **Agenda Item 4**

**TO:** Board of Commissioners: Law & Courts, County Services, and Finance Committees

**FROM:** Undersheriff Andrew R. Bouck

**DATE:** June 30, 2021

**SUBJECT:** Authorization to create four (4) Part-Time Deputy Sheriff positions to supplement staffing in the Court Security section of Ingham County Sheriff's Office

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### **BACKGROUND**

The Ingham County Sheriff's Office provides court security at the 30<sup>th</sup> Judicial Circuit Court at the Veterans Memorial Courthouse in Lansing. This resolution is seeking authorization to create four (4), part-time Deputy Sheriff positions to supplement staffing in the Court Security section of the Ingham County Sheriff's Office.

Court dockets are backed up due to the COVID-19 pandemic. It is estimated it will take several years to get the dockets regulated. The trial dockets include many violent offenses that will result in lengthy and emotional trials. Multiple jury trials will be taking place in the courtrooms simultaneously. Jury trials are demanding on our staff/human resources. Additionally, supplemental personnel will be required to provide those resources and to provide courtroom security.

### **ALTERNATIVES**

Draw on personnel currently assigned to other sections of the Sheriff's Office to properly staff the Courts Security section. This is not a viable alternative, as it would create staffing shortages in those divisions/sections as well.

### **FINANCIAL IMPACT**

No financial impact as a funding source for this supplemental staffing plan has been identified. The estimated, initial start-up cost for the creation of these positions is \$109,740. This enhancement could easily be funded from revenue garnered from the Intergovernmental Agreement with the United States Marshals Service.

### **STRATEGIC PLANNING IMPACT**

Not Applicable

### **OTHER CONSIDERATIONS**

The Union (CCLP - Law Enforcement) and 30<sup>th</sup> Circuit Court are both in support of this solution

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution.



Introduced by the Law & Courts, County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO CREATE FOUR PART-TIME DEPUTY SHERIFF POSITIONS TO  
SUPPLEMENT COURT SECURITY STAFFING**

WHEREAS, the Ingham County Sheriff's Office (ICSO) provides court security at the 30<sup>th</sup> Judicial Circuit Court at the Veterans Memorial Courthouse in Lansing; and

WHEREAS, Court dockets are backed up due to the COVID-19 pandemic, and it is estimated it will take several years to get the dockets regulated; and

WHEREAS, the trial dockets include many violent offenses that will result in lengthy and emotional trials and multiple jury trials will be taking place in the courtrooms simultaneously, which is demanding on ICSO court security staff; and

WHEREAS, supplemental personnel will be required to provide adequate courtroom security; and

WHEREAS, a classification of part-time Deputy currently exists within the Capital City Labor Program (CCLP) Law Enforcement bargaining agreement, which is a special part-time position with no benefits; and

WHEREAS, filling this staffing need with part-time Deputies is a cost-effective solution and will allow ICSO the flexibility to provide the additional staffing only when necessary; and

WHEREAS, CCLP Law Enforcement representatives have been consulted and are in agreement with this solution; and

WHEREAS, the annual cost of adding these positions is \$109,740; and

WHEREAS, ICSO has funding available through the Intergovernmental Services Agreement with the United States Marshals Services, as approved by Resolution #21-132.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the creation of four additional part-time Deputy positions to augment court security staffing at the Veterans Memorial Courthouse effective upon approval of this resolution.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to increase 2021 revenue and expenditure budgets up to \$46,000 and to make any necessary changes to the position allocation list consistent with this resolution.

BE IT FURTHER RESOLVED, that as the backlog of trials is addressed, staffing needs will be periodically evaluated and these positions will be eliminated when deemed no longer necessary.



## **Agenda Item 5**

Date June 23, 2021

To: Ingham County Board of Commissioners

From: Stacy Byers, Director, Ingham County Farmland and Open Space Preservation Board

Re: State Matching funds for the Arend Trust Conservation Easement

### **BACKGROUND**

Ingham County Farmland and Open Space Preservation Board applied to the State Agriculture Preservation Fund Board in 2019, the first application cycle in nearly 20 years for the state program. For the 2019 application cycle, the FOSP Board submitted the Judith R. Arend Trust Conservation Easement for consideration of matching funds. The Arend Trust is located in Alaiedon Township on Holt Rd. This property is a high priority for the program as it is located within a corridor with significant development pressure from Okemos and specifically, Jackson National Life. If preserved, the Arend Trust will complete a large block of already protected farmland in that development corridor, thus furthering the goals of the FOSP Board by protecting blocks of land that support a long-term business environment for agriculture.

The Arend Trust Conservation Easement has been selected to receive matching funds in the amount of \$285,600 through the State Agriculture Preservation Fund Board Application Cycle.

### **ALTERNATIVES**

The alternative would be to not accept State Funds.

### **FISCAL IMPACT**

The FOSP Board has funds available to match the federal contribution and close the Conservation Easement on the Arend Trust property.

### **STRATEGIC PLANNING IMPACT**

Goal A. Service to residents, strategy 3., a. states that it is the intention of the County to preserve important farmland and open spaces through the purchase of development rights program.

### **RECOMMENDATION**

The FOSP Board recommends accepting the State matching dollars of \$285,600 to purchase a Conservation Easement on the Arend property.



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO ACCEPT MATCHING FUNDS IN THE AMOUNT OF \$285,600 FROM THE  
MICHIGAN DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT AND  
MICHIGAN AGRICULTURAL PRESERVATION PROGRAM FOR THE  
AREND TRUST CONSERVATION EASEMENT**

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

WHEREAS, the Ingham County Board of Commissioners adopted the Ingham County Farmland Purchase of Development Rights Ordinance in July 2004; and

WHEREAS, the Ingham County Farmland and Open Space Preservation Board has scored and ranked all applications received for the 2018 cycle and submitted the Judith R. Arend Trust Farm to the 2019 State of Michigan Agricultural Preservation Fund Board application cycle and the 2018 Federal Agriculture Conservation Easement Program application cycle for consideration of matching funds; and

WHEREAS, the Ingham County Farmland and Open Space Preservation Board Purchase of Development Rights Ordinance authorized the Ingham County Farmland and Open Space Preservation Board to make offers to purchase conservation easements on farms based on state certified appraisals; and

WHEREAS, the Ingham County Farmland and Open Space Preservation Board has purchased the Permanent Conservation Easement Deeds on the Judith R. Arend Trust property, and desires to accept matching funds from the State of Michigan toward that purchase.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves accepting \$285,600 from the Michigan Department of Agriculture and Rural Development and Michigan Agricultural Preservation Program for the implementation of the Agriculture Conservation Easement Program (ACEP), and to add the State of Michigan as a grantee of the Arend Trust Conservation Easement.

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

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chair to sign all essential documents, after review and approval by the County Attorney.



## Agenda Item 6a

TO: Board of Commissioners, County Services Committee, and Finance Committee

FROM: Deb Fett, CIO

DATE: 7/06/2021

SUBJECT: Resolution – Fax Solution  
For the Agendas of July 20th, July 21st, and July 27th.

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### **BACKGROUND**

Currently Ingham County uses RightFax for our virtual faxing. These licenses have a support component that must be renewed each year. This software has been troublesome for a while now and is not easy for our users to work with. Innovation and Technology (ITD) has reviewed various options and found a solution that is much easier to use and will support multiple copier brands instead of restricting us to just our current brand. This new solution also integrates with Outlook as well as our Electronic Health Record (EHR) software to make it simpler for our users to send faxes. The ongoing support costs are favorably comparable to our current solution as well.

### **ALTERNATIVES**

We could continue with the current software.

### **FINANCIAL IMPACT**

The funding for the \$32,356.40 total will come from the County's Innovation and Technology Department's Network Fund #636-25810-932034.

### **STRATEGIC PLANNING IMPACT**

This Resolutions supports Goal D – Information Technology, specifically Strategy 2 – Annually budget for countywide IT projects including updates to existing software applications.

### **OTHER CONSIDERATIONS**

Faxing is critical to our Health Department and Health Clinics as well as our Jail facility. This software, will make this less irritating for our users as well as continue to save the County money over the machine and telephone line method that used to be used.

This quote was obtained under the OMNIA (formerly National IPA) Cooperative Purchasing Network of which Ingham County is a member. Member #1130629, contract #R171405.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the fax solution from Toshiba Business Solutions.



Introduced by County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE PURCHASE OF A FAX SOLUTION**

WHEREAS, the Ingham County current fax solution is troublesome and limiting; and

WHEREAS, the Innovation and Technology Department (ITD) has reviewed the currently available fax solutions to find a solution better suited to the needs of our users; and

WHEREAS, the chosen solution from Toshiba Business Solutions integrates well with our applications; and

WHEREAS, the quote for said solution was obtained under the OMNIA Cooperative Purchasing Network.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the purchase of the fax solution from Toshiba Business Solutions in the amount not to exceed \$32,500.

BE IT FURTHER RESOLVED, that the total cost will be paid out of the county's Network Fund #63625810-932034.

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

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



TO: Board of Commissioners, Law & Courts Committee, and Finance Committee

FROM: Deb Fett, CIO

DATE: 07/06/2021

SUBJECT: Fiber Engineering from Western Tel-com  
For the Agendas of July 20th, July 21st, and July 27th

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**BACKGROUND**

Ingham County is working on strengthening our County network in accordance with the American Rescue Plan (ARP) funding requirements. This preliminary phase would include engineering for fiber broadband installation to various Ingham County locations currently served by subpar connections including several parks and buildings directly serving the public. Innovation & Technology has been working with Western Tel-com (#43137) under the State of Michigan MiDeal contract.

**ALTERNATIVES**

In exploring the options it was clear that the option chosen must be extremely reliable and robust to ensure that the County can not only remain operational but be able to support any number of remote workers as it is needed.

**FINANCIAL IMPACT**

The funding for the \$85,535 total and \$4,465 contingency amount will come from the pre-approved ARP funds. MiDeal contract #071B3200106.

Project	Beginning Allocation	Current Balance	Requested Amount	Remaining Balance
Information Technology Improvements to Enhance Remote Work	\$1,500,000.00	\$1,500,000.00	\$90,000	\$1,410,000.00
American Rescue Fund				

**STRATEGIC PLANNING IMPACT**

This authorization supports Goal B – Communication: Improve service by enhancing the quality of external and internal communication as well as Goal D – Information Technology, specifically Strategy 2 – Annually budget for countywide IT projects including updates to existing software applications.

**OTHER CONSIDERATIONS**

By installing our own fiber to connect our parks and facilities, it will allow us to provide better service to not only our departments who serve the community, but also to the public via our guest wireless access. This engineering is a prerequisite to the installation.

**RECOMMENDATION**

Based on the information presented, we respectfully recommend approval of the attached resolution for fiber installation from Western Tel-com in the amount not to exceed \$90,000.



Introduced by County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE FIBER ENGINEERING FROM WESTERN TEL-COM**

WHEREAS, Ingham County is working on strengthening our County network in accordance with the American Rescue Plan (ARP) funding requirements; and

WHEREAS, this preliminary phase includes engineering for fiber broadband installation to various Ingham County locations currently served by subpar connections including several parks and buildings directly serving the public; and

WHEREAS, the funds have been allocated from the American Rescue Plan funds received in the current budgeted year.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the purchase of fiber engineering from Western Tel-com in an amount not to exceed \$90,000.

BE IT FURTHER RESOLVED, that the total cost will be paid out of the American Rescue Plan funds.

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

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



TO: Board of Commissioners, County Services Committee, and Finance Committee

FROM: Deb Fett, CIO

DATE: 7/06/2021

SUBJECT: PACC/PAAM Licensing and Support Renewal  
For the Agendas of July 20<sup>th</sup>, July 21<sup>st</sup>, and July 27<sup>th</sup>.

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**BACKGROUND**

PACC/PAAM is the software that our Ingham County Prosecutor's Office relies on for case tracking, victims' rights notifications, and warrant charging guidance information. It is a creation of the Prosecuting Attorneys Association of Michigan.

Last year's costs were \$28,083. The 2022 invoice is for \$29,464. This includes the usual 5% increase. At the 2016 Mid-Winter Conference for the association, the membership voted to change the standard COLA increase that was the previous standard and allow a 5% increase per year to be charged in order to cover the costs associated with building a new cloud based system.

**ALTERNATIVES**

Ingham County could choose not to use the software.

**FINANCIAL IMPACT**

The funding for the \$29,565 total will come from the County's LOFT Fund 636-25820-932050.

**OTHER CONSIDERATIONS**

The PACC/PAAM system has been used by our Prosecutor's Office for many years and is used by many of the counties in Michigan. It serves as a hub for the creation of a statewide network between prosecuting attorneys and state agencies, such as the Michigan State Police, Department of Human Services, and the Department of Corrections.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution for PACC/PAAM Licensing and Support renewal in the amount of \$29,464.



Introduced by County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE RENEWAL OF PACC/PAAM LICENSING AND SUPPORT**

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

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

WHEREAS, the renewal for licensing and support will be \$29,464.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the renewal of licensing and support from PACC/PAAM in an amount not to exceed \$29,464.

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

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

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



TO: Board of Commissioners, County Services, & Finance Committees

FROM: Deb Fett, CIO

DATE: 7/06/2021

SUBJECT: Phone Licensing for Flexibility

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**BACKGROUND**

Ingham County is working on strengthening our County network in accordance with the American Rescue Plan (ARP) funding requirements. This preliminary phase would include licensing to allow the ability to use our Ingham County phone extensions from our County owned devices as if we were still on site.

**ALTERNATIVES**

We could continue to operate as we are.

**FINANCIAL IMPACT**

The funding for the \$388,555 plus travel expense total will come from the pre-allocated American Rescue Plan funds. Note current balance below assumes additional resolution in this round will be approved in order to show remaining balance if both are approved.

Project	Beginning Allocation	Current Balance	Requested Amount	Remaining Balance
Information Technology Improvements to Enhance Remote Work	\$1,500,000.00	\$1,410,000.00	\$390,000	\$1,020,000.00
American Rescue Fund				

**OTHER CONSIDERATIONS**

WSCA-NASPO Master Agreement number AR233, Contract Number 071B4300133.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the contract for Sentinel Technologies for the purchase of additional phone system licensing and project support in the amount not to exceed \$390,000.



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE PURCHASE OF PHONE LICENSING FOR FLEXIBILITY**

WHEREAS, Ingham County is working on strengthening our County network in accordance with the American Rescue Plan (ARP) funding requirements; and

WHEREAS, this purchase would include licensing to allow the ability to use our Ingham County phone extensions from our County owned devices as if the phone were still on site; and

WHEREAS, the funds have been allocated from the American Rescue Plan funds received in the current budgeted year.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the contract for phone licensing and project support from Sentinel Technologies in the amount not to exceed \$390,000.

BE IT FURTHER RESOLVED, that the total cost will be paid out of the American Rescue Plan funds.

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

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



TO: Board of Commissioners, County Services Committee

FROM: Deb Fett, CIO

DATE: 7/06/2021

SUBJECT: Discussion – Innovation and Technology Department Reorganization– Convert Network Administrator and Technician position structures, add ERP Administrator  
For the meeting of July 20th, 2021

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**BACKGROUND**

In years past, the Board has made the suggestion that our departments review our staffing and job descriptions to ensure that not only are the job descriptions up to date but that staffing needs are addressed properly. This memo and resolution are a result of that review.

In efforts to keep our seasoned staff and to be able to attract new staff should our current team be lured away by greener pastures, ITD is proposing a restructuring of our Network Administrator positions and our Computer Technician positions. This restructuring would do two things; one, it would create multi-grade positions similar to what the Road Department has enacted with their engineering positions; and two, it would meld the Computer Technician positions into one level and create a Letter of Understanding (LOU) for that technician position to allow recognition of attaining mastery of technical skills as a path for career growth similar to the current Application Programmer position.

The update to the Network Administrator job description has also resulted in a score change for one level of the position. The Network Administrator I will change from ICEA County Pro level 7 (\$54,222 to \$65,091.67) to ICEA County Pro level 8 (\$59,140.99 to \$70,997.30). The Network Administrator II (ICEA Pro 10) and III (ICEA Pro 11) position will remain at their current levels.

Discussions have been held with the ITD staff to review the proposed change of the job descriptions and all are in agreement that this would be very beneficial to both the team and to our business partners. The UAW and ICEA have also been briefed about the potential change and support the updates.

As part of our overall review of staffing, there has been a need identified for an ERP Administrator to enable Ingham County to better utilize our current MUNIS package and, if necessary, assist in the transition to a new ERP package in the future. A job description has been created with input from our Financial Services department and the Controller. HR has scored the position and Budget has provided cost information. With a dedicated person to facilitate our MUNIS upgrades, training, support, and reporting we could soon complete some of the much needed efficiencies like electronic timecards, streamlined credit card reporting, more efficient budgeting, easier vendor registrations, and employee self-service.

**ALTERNATIVES**

The current structure could be kept in place, limiting us to what we have always done.



### **FINANCIAL IMPACT**

The change in the Network Administrator I position would come with an increase of \$5,905.63 at Step 5 for 2021 however the annual county budget appropriation recognizes yearly personnel cost variations through attrition so therefore any variation in position salaries is accounted for. None of the other positions would change under the new job descriptions. The additional ERP Administrator position would come with an increase of \$133,994 for an entire year, again with approximately one quarter occurring in the 2021 budget year. This would have an estimated cost for 2021 of \$33,498.56 which would be funded.

### **OTHER CONSIDERATIONS**

The Innovation and Technology department is facing an ever tightening job market for technical talent. According to CompTIA, the unemployment rate for America's technology workers hit 1.3 percent in May, 2019. Indicators point to an IT jobs market that will continue to grow at a record-setting pace, especially given the increase in remote work requirements. With this tight labor market it is increasingly challenging to compete against the private sector for talent.

### **RECOMMENDATION**

Based on the previously mentioned discussions and job market factors, I would recommend the change to the Network Administrator and Computer Technician positions to invigorate recruitment and retention and the addition of the ERP Administrator position to ensure better utilization and improved use of our current MUNIS software.



TO: Deb Fett, CIO

FROM: Joan Clous, Human Resources Specialist

DATE: July 1, 2021

RE: Memo of Analysis for the creation of new position within the IT Department – ERP Administrator

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Regarding the creation of new positions, Human Resources can confirm the following information:

1. The newly created position of ERP Administrator has been determined to fall within the scope of the Managerial & Confidential jobs and was classified at a ICEA County Pro Level 9 (\$64,681.84 to \$77,647.88)

**Please use this memo as acknowledgement of Human Resources' participation and analysis of your reorganization proposal. You are now ready to move forward and contact budget for a budget analysis.**

**If I can be of further assistance, please email or call me (887-4374).**



**TO:** Deb Fett, Chief Information Officer

**FROM:** Joan Clous, HR Specialist

**DATE:** April 20, 2021

**RE:** Memo of Analysis for reorganization of IT Department

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The IT Department is reorganizing the Computer Technician I & II and the Network Administrator I, II, & III positions within the Department to enable the Chief Information Officer the ability to promote employees into higher level positions based upon their skills and department needs as well as hire new employees at the level needed by the IT Department. This reorganization will allow the IT Department to best meet its customer needs.

1. Creation of a new job description that combines the Network Administrator I, II, & III positions into one job description. A review of the job description resulted in the following Network Administrator I will change from ICEA County Pro level 7 (\$54,222.00 to \$65,091.67) to ICEA County Pro level 8 (\$59,140.99 to \$70,997.30). The Network Administrator II (ICEA Pro 10) and III (ICEA Pro 11) position will remain at their current levels. The ICEA County Professional Union has been contacted and they are in agreement and support this change.
2. Creation of a new job description that combines the Computer Technician I (UAW I) & II (UAW J) positions into one job description. A review of the job description resulted in no change. The UAW has been contacted and they are in agreement and support this position change.

***Please use this memo as acknowledgement of Human Resources' participation. You are now ready to complete the final step in the process: contact Budgeting, write a memo of explanation and prepare a resolution for Board approval.***

***If I can be of further assistance, please email or call me (887-4374).***



**From:** [Bradley Prehn](#)  
**To:** [Elisabeth Bliesener](#)  
**Cc:** [Deb Fett](#); [Joan Clous](#)  
**Subject:** Re: Tech Job Description  
**Date:** Tuesday, April 20, 2021 2:27:41 PM

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Beth,

Yes I'm still in support of combining the two job descriptions of tech I and tech II

Brad Prehn

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**From:** Elisabeth Bliesener <EBliesener@ingham.org>  
**Sent:** Tuesday, April 20, 2021 10:01 AM  
**To:** Bradley Prehn <BPrehn@ingham.org>  
**Cc:** Deb Fett <DFett@ingham.org>; Joan Clous <JClous@ingham.org>  
**Subject:** FW: Tech Job Description

Deb Fett would like to move forward with this in the next submittal of Resolutions. Are you still in favor of this change?

Thanks,  
Beth

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**From:** Prehn, Bradley  
**Sent:** Wednesday, November 13, 2019 7:32 PM  
**To:** Fett, Deb  
**Cc:** Clous, Joan  
**Subject:** Re: Tech Job Description

Deb,

Thank you for the clarification.

I will support combining the job descriptions of IT Tech. I and Tech II's

Brad Prehn  
UAW Chairperson

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**From:** Fett, Deb  
**Sent:** Wednesday, November 13, 2019 8:48 AM  
**To:** Prehn, Bradley  
**Subject:** RE: Tech Job Description

Once the job description is combined, it will allow any of our techs to move up to Tech II as they gain experience. It is not an automatic thing like steps, they have to show that they have not only put in the time but have the abilities of someone who has done the job for 3-5 years. I can then work with



HR to promote them without the long drawn out process of a Reorg or waiting for a Reclass. So if you come in with 2 years' experience, you aren't given Tech II until you can do the things that the others here can do that are Tech IIs (or possibly could be under the new description). Right now, we have one Tech II position and cannot promote anyone else to that role no matter how long they have worked here or whether their skills are fabulous or not. I'm looking to have some path for growth for those who have been here and working hard, it's not fair for their path to be blocked until someone retires or leaves us.

Roads just did the same thing for a couple of their positions. It allows them much more flexibility in making sure people are recognized for their skills as well as being able to hire what you need when positions do become vacant. The group over there seems to like it and it sounds to me like it can fix a situation that has frustrated me. I've got a good team and I want to not only recognize that but keep them around.

Does this help any?

Thanks,

**Deb Fett**

*Chief Information Officer*

Ingham County Innovation & Technology

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**From:** Prehn, Bradley <[BPrehn@ingham.org](mailto:BPrehn@ingham.org)>

**Sent:** Wednesday, November 13, 2019 8:33 AM

**To:** Fett, Deb <[DFett@ingham.org](mailto:DFett@ingham.org)>

**Subject:** Tech Job Description

Deb,

I have a couple questions about combining the Tech. I and Tech II job descriptions.

1) The job descriptions says that a Tech II needs 3-5 years experience and Tech I needs 1-3 years so, after a tech I gets their 3 years experience do they automatically move to a Tech II? Also, if they do move up and they come in with 2 years experience once they work with county for one year, giving them 3 years experience, will they then move to a tech II? My concern is how this process will work for advancement.

2) Aren't there a certain number of tech I and tech II positions, or are you allowed to move them up to tech II without restrictions?

Thank you,

Brad Prehn

UAW Chairperson



**From:** [Desiree Cook](#)  
**To:** [Deb Fett](#)  
**Subject:** RE: Changes to the Network Administrator I, II, & II JDs  
**Date:** Tuesday, April 20, 2021 9:29:03 AM

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Yes indeed.

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**From:** Deb Fett <[DFett@ingham.org](mailto:DFett@ingham.org)>  
**Sent:** Tuesday, April 20, 2021 9:17 AM  
**To:** Desiree Cook <[DCook@ingham.org](mailto:DCook@ingham.org)>  
**Subject:** FW: Changes to the Network Administrator I, II, & II JDs

I'd like to move forward with this in the next submittal of Resolutions. Are you still in favor of this change?

Thanks,

[Deb Fett](#)  
*Chief Information Officer*  
Ingham County Innovation & Technology

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**From:** Clous, Joan <[JClous@ingham.org](mailto:JClous@ingham.org)>  
**Sent:** Monday, November 18, 2019 8:41 AM  
**To:** Fett, Deb <[DFett@ingham.org](mailto:DFett@ingham.org)>  
**Subject:** FW: Changes to the Network Administrator I, II, & II JDs

Deb,

Please include this email in your packet to the Board.

Joan

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**From:** Cook, Desiree  
**Sent:** Thursday, October 31, 2019 10:09 AM  
**To:** Clous, Joan  
**Subject:** RE: Changes to the Network Administrator I, II, & II JDs

Yes, sorry that wasn't explicit enough.

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**From:** Clous, Joan <[JClous@ingham.org](mailto:JClous@ingham.org)>  
**Sent:** Thursday, October 31, 2019 10:08 AM  
**To:** Cook, Desiree <[DCook@ingham.org](mailto:DCook@ingham.org)>  
**Subject:** Re: Changes to the Network Administrator I, II, & II JDs

Does that mean you are in agreement with the proposal?



Thanks

Sent from my iPhone

On Oct 31, 2019, at 10:06 AM, Cook, Desiree <[DCook@ingham.org](mailto:DCook@ingham.org)> wrote:

It looks like we discussed. Thank you.

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**From:** Clous, Joan <[JClous@ingham.org](mailto:JClous@ingham.org)>  
**Sent:** Tuesday, October 29, 2019 10:57 AM  
**To:** Cook, Desiree <[DCook@ingham.org](mailto:DCook@ingham.org)>  
**Subject:** Changes to the Network Administrator I, II, & II JDs

Desiree,

The IT department has made changes to the Network Admin I, II, & III positions by combining them into one position. The plan going forward is to allow the IT department to have the ability to hire at either level and to promote current employees who meet the qualifications into the higher level position as they progress in skills.

After a review of the attached JD HR finds the following:

Network Admin I – increase from ICEA Pro Level 7 to Level 8  
Network Admin II – no change remain at ICEA Pro Level 10  
Network Admin III – no change remain at ICEA Pro Level 11

Please review the attached JD.

Thanks,  
Joan

**Joan Clous SHRM-CP**

Human Resources Specialist

**Ingham County**

5303 S. Cedar Bldg 2 Suite 2102

Lansing MI 48911

517-887-4374 – Office

517-887-4396 – Fax



**INGHAM COUNTY  
JOB DESCRIPTION  
ERP ADMINISTRATOR**

**General Summary:**

The ERP Administrator oversees and manages the Enterprise Resource Planning (ERP) software for Ingham County. This position provides analytical support and data reporting, and develops protocols and curriculum to ensure efficient business operations and use of the system.

A significant aspect of the work involves making authoritative decisions concerning the administration and maintenance of the Tyler MUNIS system. The incumbent will assist staff by retrieving and interpreting information from the ERP system in support of data driven decision making processes. The position requires innovative thinking when developing business workflows and functional specifications, and creativity when developing training doctrines for users of the system.

The incumbent works with considerable latitude and exercises independent judgment under the general direction of the Chief Information Officer. Work is reviewed for effectiveness in soundness of managing the Tyler MUNIS system, timely accomplishment of program objectives and overall effectiveness of the software.

**Essential Functions:**

1. Meets with County staff and/or representatives of outside firms to identify and assess the tasks to be automated or the processes to be enhanced. Meets with end-users to discuss detail regarding the flow of information through specific departments in the County. Analyzes data flow and makes recommendations for automating specific activities to collect and report on data.
2. Resolves problems that occur with in-house and purchased applications. Analyzes the problem with users, researches problem on systems, and reports problem to vendor as necessary.
3. Installs software upgrades for applications in designated areas, includes applying in-house customization and reports, compiling the system, and testing the system. Devises sample input data used to test the programs. Tests programs until the intended format is achieved. Assists vendors with software and hardware installations as needed. Installs interim corrections to software as needed.
4. Designs, configures, manages and maintains the assigned applications and database systems, and oversees integrations into the County's website to ensure maximum availability, integrity, and security.
5. Analyzes, determines, and documents the scope of a project, customer business needs, current applications, budget, testing requirements, and the design of the solution.
6. Works under the direction of the CIO/DIO to develop applications and ensure projects are completed within budget and on-time.
7. Complies with an established documented county application development standard and methodology to ensure consistency and integration.
8. Contributes in the planning, leadership, and direction regarding the ERP environment.
9. Provides telephone support to users and ITD technicians encountering problems or with questions about an assigned application.
10. Researches commercially written and public domain software for use in automating procedures. Works with vendors to design custom programs where necessary using standardized County software. Performs testing and evaluation on various software programs for potential use.



11. Coordinates software implementations, schedules, and trains staff on use of software, and monitors status of operations. Conducts one on one and small group training.
12. Escalates problems and issues to management as needed.
13. Compiles documentation of program development and forms for new or existing applications. Details the procedures the user must follow for entering, changing, and removing data, producing reports, and other requirements and procedures.
15. Regular attendance and punctuality are standards of performance required for this position.

**Other Functions:**

- Performs other duties as assigned.
- Must adhere to departmental standards in regard to confidentiality and other privacy issues.
- During a public health emergency, the employee may be required to perform duties similar to, but not limited, to those in his/her job description.
- May assist with processing large batch jobs for electronic or print communications and functions related to output files from the ERP system.

*(An employee in this position may be called upon to do any or all of the above tasks. (These examples do not include all of the tasks which the employees may be expected to perform.)*

**Employment Qualifications:**

A minimum of ***one*** of the following combinations is required:

1. A Bachelor's Degree in computer science, information management or a closely related field **AND** a minimum of 3 three years of experience in the design and development of applications, providing knowledge of SQL, Crystal Reports, VisualBasic or comparable applications development tools, database technology, and the design and development of applications. Direct experience administering and maintaining the Tyler MUNIS system required.

**OR**

2. An Associate's Degree in computer science, information management or a closely related field **AND** a minimum of-5 five years of experience in the design and development of applications, providing knowledge of SQL, Crystal Reports, VisualBasic or comparable applications development tools, database technology, and the design and development of applications. Direct experience administering and maintaining the Tyler MUNIS system required.

**OR**

3. Knowledge typically acquired through the first year of college or equivalent **AND** a minimum of 7 seven years of experience in the design and development of applications, providing knowledge of SQL, Crystal Reports, VisualBasic or comparable applications development tools, database technology, and the design and development of applications. Direct experience administering and maintaining the Tyler MUNIS system required.

*-(The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria)*

**Working Conditions:**

1. This position works in an indoor environment. There is no planned exposure to prominent lights, noises, odors, temperatures or weather conditions.
2. This position is exposed to noise levels which require shouting in order to be heard.



3. This position is required to travel for meetings and appointments.

**Physical Requirements:**

- This position requires the ability to sit, stand, walk, traverse, climb, balance, twist, bend, stoop/crouch, squat, kneel, crawl, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands or fingers.
- This position's physical requirements require periodic stamina in climbing, balancing, twisting, bending, stooping/crouching, squatting, kneeling, crawling, lifting, handling and pinching.
- This position's physical requirements require regular stamina in standing, walking, traversing, carrying, pushing, pulling, reaching, grasping, typing and enduring repetitive movements of the wrists, hands or fingers.
- This position's physical requirements require continuous stamina in sitting,
- This position performs sedentary work requiring a negligible amount of effort in the physical requirements above.
- This position primarily requires close visual acuity to perform tasks within arm's reach such as: viewing a computer screen, using measurement devices, inspecting and assembling parts, etc.
- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.

*(This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the requirements listed above. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements.)*

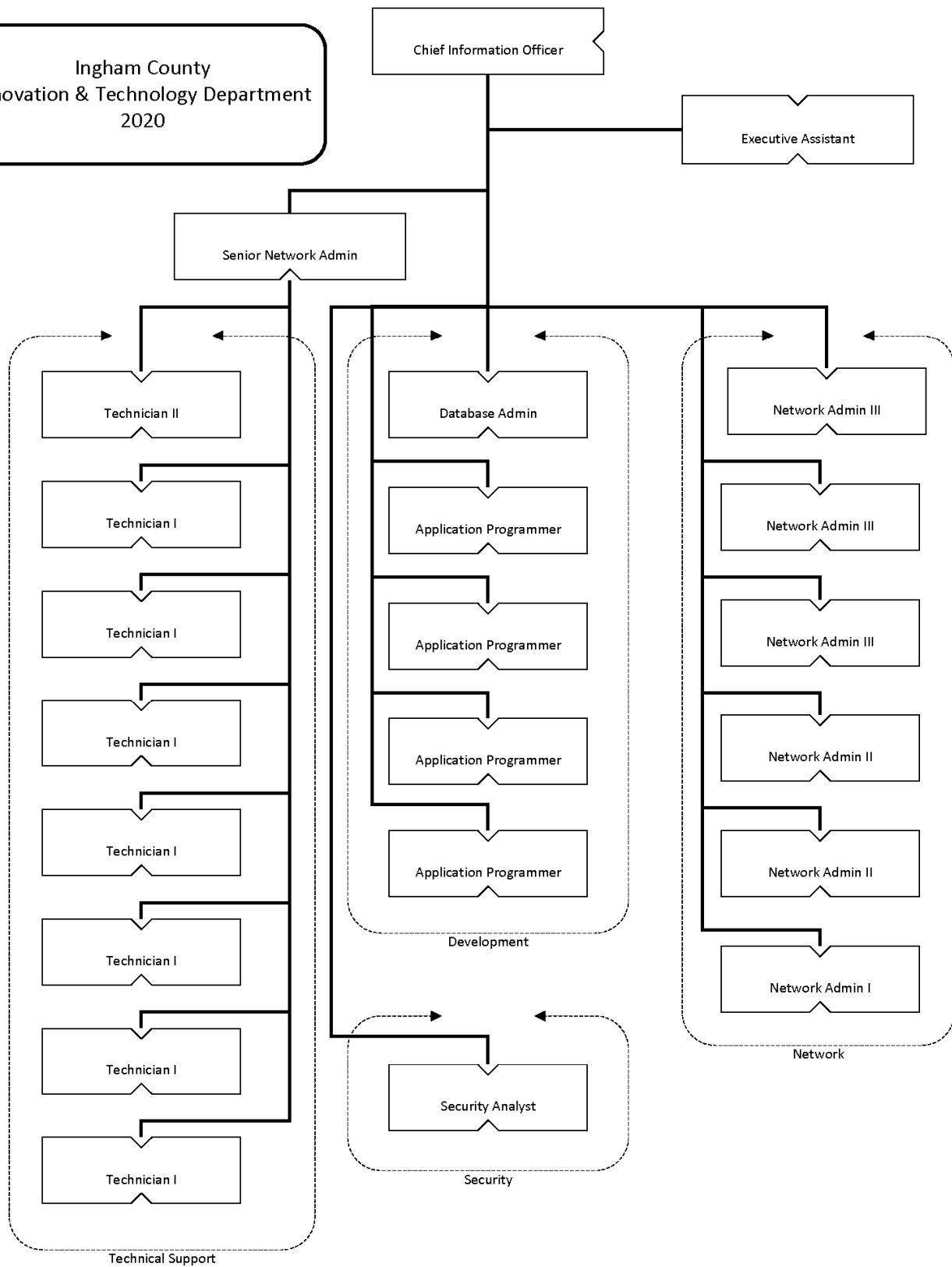
**March 3, 2021  
ICEA PRO 9**



	2021	2021
	ICEA 9 Step 1	ICEA 9 Step 5
Wages	\$64,682	\$77,648
Unemployment	323	388
FICA	4,948	5,940
Health	19,146	19,146
Dental	936	936
Vision	135	135
Retirement	16,067	19,288
Retirement	647	776
Future Retiree Health	2,911	3,494
Life	115	115
Work Comp	19	23
Disability	84	101
Current Retiree Health	3,585	3,585
Liability	883	1,059
Separation	1,132	1,359
Total Cost	\$115,613	\$133,994

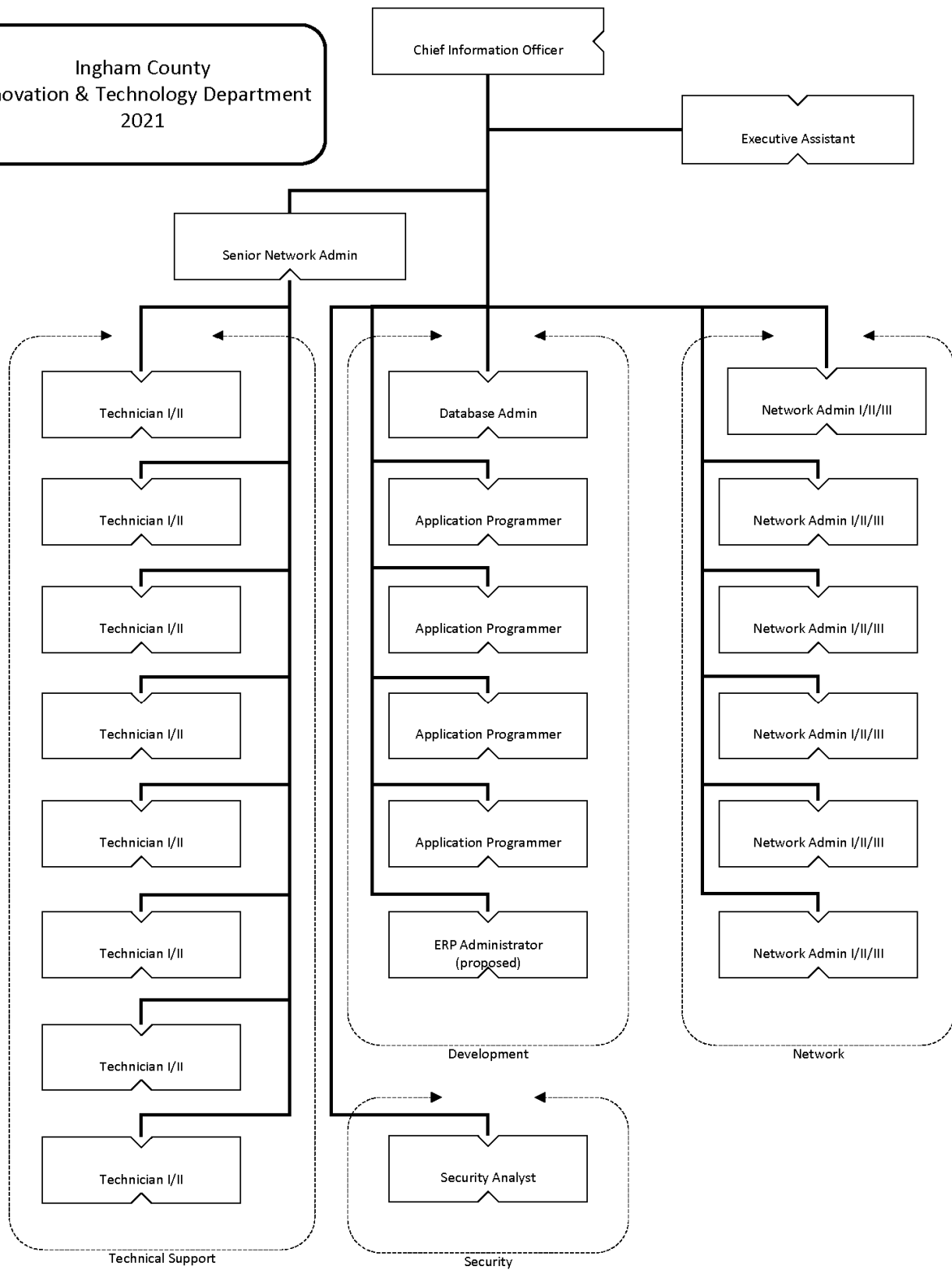


Ingham County  
Innovation & Technology Department  
2020





Ingham County  
Innovation & Technology Department  
2021





## Agenda Item 7a

**TO:** Board of Commissioners, County Services & Finance Committees

**FROM:** Rick Terrill, Facilities Director

**DATE:** July 6, 2021

**RE:** Resolution to Authorize a Service Warranty Renewal with Astrophysics for the Maintenance of the X-Ray Screening Machine at the Ingham County Family Center

For the meeting agendas of: July 20 & 21

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### **BACKGROUND**

Astrophysics currently performs all inspections, maintenance and repair services on the x-ray machine at the Family Center. The current service warranty will expire on July 31, 2021. The total 3-year cost is \$20,925.66.

### **ALTERNATIVES**

The alternative would be to not have a warranty service agreement, risking higher costs of repairs.

### **FINANCIAL IMPACT**

Funds are available in the Ingham County Family Center maintenance contractual line item 101-14006-931100.

### **OTHER CONSIDERATIONS**

There are no other considerations that we are aware of at this time.

### **RECOMMENDATION**

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support a warranty renewal with Astrophysics for the maintenance of the x-ray machine at the Ingham County Family Center.



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A SERVICE WARRANTY RENEWAL WITH  
ASTROPHYSICS FOR THE MAINTENANCE OF THE X-RAY SCREENING MACHINES  
AT THE INGHAM COUNTY FAMILY CENTER**

WHEREAS, the contract with Astrophysics expires on July 31, 2021; and

WHEREAS, the Facilities Department would like to exercise a three-year agreement renewal with Astrophysics to perform inspections, maintenance, and/or repairs; and

WHEREAS, it is the recommendation of the Facilities Department to enter into an agreement with Astrophysics who submitted a proposal of \$20,925.66 for the warranty on the x-ray screening machine at the Ingham County Family Center; and

WHEREAS, funds are available in the Ingham County Family Center maintenance contractual line item 101-14006-931100.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Astrophysics, 21481 Ferrero Parkway, City of Industry, California 91789, for the service warranty renewal for the x-ray screening machine at the Ingham County Family Center for three-years for an amount of \$20,925.66.

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



**TO:** Board of Commissioners, County Services & Finance Committees

**FROM:** Rick Terrill, Facilities Director

**DATE:** July 6, 2021

**RE:** Resolution to Authorize a Service Warranty Renewal with Smiths Detection for the Maintenance on Both X-ray Screening Machines at the Veterans Memorial courthouse and Grady Porter Building

For the meeting agendas of: July 20 & 21

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**BACKGROUND**

The contract with Smith's Detection Inc. expires on July 31, 2021. The Facilities Department would like to exercise a two-year agreement renewal. Smith's Detection has agreed to hold their current pricing to perform inspections, maintenance and/or repairs. The two-year cost is \$16,846.00.

**ALTERNATIVES**

The alternative would be to not have a warranty service agreement, risking higher costs of repairs.

**FINANCIAL IMPACT**

Funds are available in the Veterans Memorial Courthouse Maintenance Contractual line item 631-26720-931100.

**OTHER CONSIDERATIONS**

There are no other considerations that we are aware of at this time.

**RECOMMENDATION**

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support an agreement renewal for two years with Smiths Detection for the warranty on both x-ray screening machines at the Veterans Memorial Courthouse and Grady Porter Building.



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A SERVICE WARRANTY RENEWAL WITH  
SMITHS DETECTION FOR THE MAINTENANCE ON BOTH X-RAY SCREENING MACHINES  
AT THE VETERANS MEMORIAL COURTHOUSE AND GRADY PORTER BUILDING**

WHEREAS, the contract with Smiths Detection expires on July 31, 2021; and

WHEREAS, the Facilities Department would like to exercise a two-year agreement renewal with Smiths Detection; and

WHEREAS, Smiths Detection has agreed to hold their current pricing to perform inspections, maintenance, and/or repairs; and

WHEREAS, it is the recommendation of the Facilities Department to enter into an agreement with Smiths Detection, who agreed to hold their process and submitted a proposal of \$16,846 for the warranty on both x-ray screening machines at the Veterans Memorial Courthouse and Grady Porter Building; and

WHEREAS, funds are available in the Veterans Memorial Courthouse Contractual line item 631-26720-931100.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Smiths Detection, 2202 Lakeside Blvd., Edgewood, Maryland 21040, for the service warranty on both x-ray screening machines at the Veterans Memorial Courthouse and Grady Porter Building for two years for an amount of \$16,846.

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



**TO:** Board of Commissioners, County Services & Finance Committees

**FROM:** Rick Terrill, Facilities Director

**DATE:** July 6, 2021

**RE:** Resolution Authorizing a Contract Renewal with Teachout Security for Uniformed Unarmed Security Guard Services at Several County Facilities

For the meeting agendas of: July 20 & 21

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**BACKGROUND**

The contract with Teachout Security expires on July 31, 2021. The Facilities Department would like to exercise a one year contract renewal. Teachout Security has agreed to hold their current hourly billing rate of \$22.63 plus the living wage increase as stipulated in the current contract.

**ALTERNATIVES**

The alternative would be to put this out for bid which would result in higher costs.

**FINANCIAL IMPACT**

Funds are available in the appropriate 931100 maintenance contractual line items.

**OTHER CONSIDERATIONS**

There are no other considerations that we are aware of at this time.

**RECOMMENDATION**

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support a contract renewal for one year with Teachout Security for uniformed unarmed security guard services at several county facilities.



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A CONTRACT RENEWAL WITH TEACHOUT SECURITY  
FOR UNIFORMED UNARMED SECURITY GUARD SERVICES AT SEVERAL  
COUNTY FACILITIES**

WHEREAS, Ingham County currently has a contract with Teachout Security for uniformed, unarmed guard services; and

WHEREAS, the current contract will expire on July 31, 2021; and

WHEREAS, Teachout Security has agreed to hold their current hourly billing rate of \$22.63 plus the living wage increase as stipulated in the current agreement; and

WHEREAS, funds are available in the appropriate 931100 maintenance contractual line items.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a one year contract renewal with Teachout Security, regional office located at 6920 South Cedar Street Suite 11, Lansing, Michigan, 48911, and corporate offices at 2348 Stone Bridge Drive Flint, Michigan 48532 for the uniformed, unarmed security guard services at several county facilities.

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



## Agenda Item 7d

**TO:** Board of Commissioners, Law and Courts, County Services & Finance Committees

**FROM:** Rick Terrill, Facilities Director

**DATE:** July 6, 2021

**RE:** Resolution to Authorize an Agreement with Matrix Consulting Engineers, Inc. for Architectural and Engineering Services for the 9-1-1 Center Renovations

For the meeting agendas of: July 15, 20 & 21

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### **BACKGROUND**

The Facilities Department in partnership with the 9-1-1 Administration, is requesting a resolution to enter in to a contract with Matrix Consulting Engineers, Inc. for consulting services. The scope of work would include renovations to the front lobby, vestibule, open office area, curb options for the front parking lot, addressing water runoff issues in the rear parking lot, evaluating specified doors for ballistic glass, window treatment options and adding additional electrical in the storage room. There was only one bid on the RFP from Matrix Consulting Engineers, Inc., a local vendor, submitted a responsive and responsible proposal of \$18,450.

### **ALTERNATIVES**

The alternative would be to not go forward with the project.

### **FINANCIAL IMPACT**

Funds are available within the approved 2019 CIP line item number 261-32500-979000, which has a dedicated amount of \$90,000.

Project	Beginning Balance	Current Balance	Requested Amount	Remaining Balance
261-32500-979000	\$90,000.00	\$90,000.00	\$18,450.00	\$71,550.00
9-1-1 Funds				

### **OTHER CONSIDERATIONS**

There are no other considerations that we are aware of at this time.

### **RECOMMENDATION**

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support an agreement with Matrix Consulting Engineers, Inc. for the renovations at the 9-1-1 Center.



## Agenda Item 7d

TO: Rick Terrill, Facilities Director

FROM: James Hudgins, Director of Purchasing

DATE: June 4, 2021

RE: Memorandum of Performance for RFP No. 65-21 Architectural and Engineering Services for Renovating a Portion of the Ingham County 9-1-1 Central Dispatch

Per your request, the Purchasing Department sought proposals from experienced and qualified firms and individuals for the purpose of entering into a contract to provide professional architectural and engineering services for renovating a portion of the Ingham County 9-1-1 Central Dispatch.

Areas and issues that will be evaluated include the building's front lobby, vestibule, open office area, specified doors for ballistic glass, window treatment options, additional electrical in the storage room, curb options for the front parking lot, and water runoff issues in the rear parking lot.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	68	37
Vendors responding	1	1

A summary of the vendors' costs is located on the next page.

You are now ready to complete the final steps in the process: 1) evaluate the submissions based on the criteria established in the RFP; 2) confirm funds are available; 3) submit your recommendation of award along with your evaluation to the Purchasing Department; 4) write a memo of explanation; and, 5) prepare and submit a resolution for Board approval.

This Memorandum is to be included with your memo and resolution submission to the Resolutions Group as acknowledgement of the Purchasing Department's participation in the purchasing process.

If I can be of further assistance, please do not hesitate to contact me by e-mail at [jhudgins@ingham.org](mailto:jhudgins@ingham.org) or by phone at 676-7309.



## SUMMARY OF VENDORS' COSTS

Vendor Name	Local Pref	Phase I – Preliminary Design Services Cost  Not-to-Exceed	Phase II – Construction Administration Services Cost  Not-to-Exceed	Number of Meetings	Grand Total
Matrix Consulting Engineers Inc.	Yes, Lansing MI	\$14,950.00	\$3,500.00	4 Phase I & 4 Phase II	\$18,450.00



Introduced by the Law & Courts, County Services, and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH MATRIX CONSULTING ENGINEERS, INC. FOR THE RENOVATIONS AT THE INGHAM COUNTY 9-1-1 CENTER**

WHEREAS, the 9-1-1 administration has requested renovations to the front lobby, vestibule, open office area, curb options for the parking lot, addressing water runoff issues in the rear parking lot, doors for ballistic glass, window treatments, and additional electrical in storage room; and

WHEREAS, it is the recommendation of the Facilities Department to enter into an agreement with Matrix Consulting Engineers, Inc., a local vendor who submitted a responsive and responsible proposal of \$18,450 for architectural and engineering services for renovations at the 9-1-1 Center; and

WHEREAS, funds are available in the approved 2019 CIP 9-1-1 Funds line item #261-32500-979000 which has a balance of \$90,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Matrix Consulting Engineers, Inc., 1601 E. Cesar E. Chavez Ave., Lansing, Michigan 48906, for the architectural and engineering services for the 9-1-1 Center's renovations for an amount of \$18,450.

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



## **Agenda Item 7e**

**TO:** Board of Commissioners, Law and Courts, County Services & Finance Committees

**FROM:** Rick Terrill, Facilities Director

**DATE:** July 6, 2021

**RE:** Resolution to Authorize an Agreement with Roger Donaldson AIA, P.L.C. for the Architectural and Engineering Services for Security Enhancements and Assessments of the Sanctuary and Fire Alarm System at the Ingham County Family Center

For the meeting agendas of: July 15, 20 & 21

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### **BACKGROUND**

The Ingham County Family Center in partnership with the Facilities Department, requested proposals from qualified Architectural and Engineering Firms for the purpose of providing professional services for security enhancements, obtaining occupancy of the sanctuary space, and assessing the current fire alarm system. After reviewing the proposal, we are requesting that a resolution be passed allowing the County to enter into a contract with Roger Donaldson, AIA, P.L.C for the Architectural and Engineering services. The services will include but are not limited to developing a preliminary design, drafting construction documents, assisting the County with drafting an RFP for a general contractor and performing consulting duties. The total cost would not exceed \$36,290.

### **ALTERNATIVES**

The alternative would be to bid this out a second time, risking higher costs and delaying the needed improvements.

### **FINANCIAL IMPACT**

Funds are available in the Juvenile Justice Millage line item # 245-66400-931000.

### **OTHER CONSIDERATIONS**

There are no other considerations that we are aware of at this time.

### **RECOMMENDATION**

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support an agreement with Roger Donaldson AIA, P.L.C., for the Architectural and Engineering Services for the security enhancements and assessments of the sanctuary and fire alarm system.



## Agenda Item 7e

TO: Rick Terrill, Facilities Director

FROM: James Hudgins, Director of Purchasing

DATE: May 28, 2021

RE: Memorandum of Performance for RFP No. 66-21 - Architectural and Engineering Services for Security Improvements at the Ingham County Family Center

Per your request, the Purchasing Department sought proposals from experienced and qualified firms and individuals for the purpose of entering into a contract to provide professional architectural and engineering services for making security improvements and adding occupiable space at the Ingham County Family Center.

The scope of services includes, but is not limited to, evaluating the fire alarm system and all associated mechanical equipment; providing two (2) design options for creating a secured and safe entry into the facility; bringing the sanctuary up to current code for use as occupiable space; meeting with County representatives; creating a budget; attending required meetings; performing site visits; and, reviewing closeout documents.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	122	37
Vendors responding	1	1

A summary of the vendors' costs is located on the next page.

You are now ready to complete the final steps in the process: 1) evaluate the submissions based on the criteria established in the RFP; 2) confirm funds are available; 3) submit your recommendation of award along with your evaluation to the Purchasing Department; 4) write a memo of explanation; and, 5) prepare and submit a resolution for Board approval.

This Memorandum is to be included with your memo and resolution submission to the Resolutions Group as acknowledgement of the Purchasing Department's participation in the purchasing process.

If I can be of further assistance, please do not hesitate to contact me by e-mail at [jhudgins@ingham.org](mailto:jhudgins@ingham.org) or by phone at 676-7309.



SUMMARY OF VENDORS' COSTS

Vendor Name	Local Pref	Phase I - Preliminary Evaluation and Design Services	Phase II - Construction Administration Services	Phase I and II	Alternate (Phase II) Include Sanctuary	Alternate (Phase II) Include Fire Alarm System
		Cost Not-to-Exceed	Cost Not-to-Exceed	Grand Total	Total Cost	Total Cost
Roger Donaldson, AIA P.L.C. Architect	Yes, Holt MI	\$12,650.00	\$9,540.00	\$22,190.00	\$9,800.00	\$4,300.00



Introduced by the Law & Courts, County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH ROGER DONALDSON AIA P.L.C. FOR  
THE ARCHITECTURAL AND ENGINEERING SERVICES FOR SECURITY ENHANCEMENTS  
AND ASSESSMENTS OF THE SANCTUARY AND FIRE ALARM SYSTEM AT THE  
INGHAM COUNTY FAMILY CENTER**

WHEREAS, the Ingham County Family Center is in need of security enhancements; and

WHEREAS, the Ingham County Family Center needs the sanctuary space and fire alarm system assessed; and

WHEREAS, it is the recommendation of the Facilities Department to enter into an agreement with Roger Donaldson AIA P.L.C., who submitted a responsive and responsible proposal not to exceed an amount of \$36,290 for architectural and engineering services for security enhancements and assessment of the sanctuary space and fire alarm system at the Ingham County Family Center; and

WHEREAS, funds are available in the Juvenile Justice Millage Fund line item #245-66400-931000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Roger Donaldson AIA P.L.C., 4787 Tartan Lane, Holt, Michigan 48842, for the architectural and engineering services for the security enhancements and assessments of the sanctuary and fire alarm system at the Ingham County Family Center for an amount not exceed \$36,290.

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



## Agenda Item 7f

**TO:** Board of Commissioners, Human Services, County Services & Finance Committees

**FROM:** Rick Terrill, Facilities Director

**DATE:** July 6, 2021

**RE:** Resolution to Authorize an Agreement with Laux Construction for Repairs to the Brick Building at the Ingham County Fair Grounds

For the meeting agendas of: July 19, 20 & 21

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### **BACKGROUND**

The large brick exhibit building at the Ingham County Fair Grounds is in need of repairs above the overhead door as a result of safety concerns. The bricks that are above the overhead door opening are spalling due to water infiltration, which has also caused the steel lintel to rust and deteriorate causing it to no longer support the brick above. Laux Construction, a local vendor, submitted the lowest responsive and responsible proposal of \$25,000. We are also requesting a contingency of \$2,000 for any unforeseen issues.

### **ALTERNATIVES**

The alternative would be to put out a formal RFP, delaying repairs and prolonging the unsafe conditions.

### **FINANCIAL IMPACT**

Funds are available in the Fair Building Repair and Maintenance line item #561-76900-931000.

Project	Beginning Balance	Current Balance	Requested Amount	Remaining Balance
561-76900-931000	\$93,248.00	\$87,406.15	\$27,000.00	\$60,406.15
Fair Bldg. Maint.				

### **OTHER CONSIDERATIONS**

There are no other considerations that we are aware of at this time.

### **RECOMMENDATION**

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support an agreement with Laux Construction for the repairs to the area above large brick exhibit building's overhead door.



## Agenda Item 7f

TO: Richard Terrill, Facilities Director

FROM: James Hudgins, Director of Purchasing

DATE: July 6, 2021

RE: Memorandum of performance for Packet #97-21: Masonry Repair at the Ingham County Fairgrounds

Proposals were sought from experienced and qualified vendors to furnish materials, labor, equipment, and necessary permits in order to repair deteriorating bricks and mortar, and to install a new steel beam above the overhead door at the Exhibit Building at the Ingham County Fairgrounds. Whenever possible, existing bricks will be salvaged for reuse.

The following grid is a summary of the vendors' costs:

Vendor Name	Local Preference	Cost
Laux Construction	Yes, Mason MI	\$25,000.00
Davenport Masonry, Inc.	Yes, Holt MI	\$39,600.00

You are now ready to complete the final steps in the process: 1) confirm funds are available; 2) submit your recommendation of award along with your evaluation to the Purchasing Department; 3) write a memo of explanation; and, 4) prepare a resolution for Board approval.

This Memorandum is to be included with your memo and resolution submission to the Resolutions Group as acknowledgement of the Purchasing Department's participation in the purchasing process.

### Prevailing Wage

A preconstruction meeting will be required prior to commencement of work since the construction cost exceeds \$10,000. Please make sure the Purchasing Department is invited and able to attend the preconstruction meeting to ensure that all contractors comply with the Prevailing Wage Policy and proper bonding.

If I can be of further assistance, please do not hesitate to contact me by e-mail at [jhudgins@ingham.org](mailto:jhudgins@ingham.org) or by phone at 676-7309.



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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH LAUX CONSTRUCTION  
FOR THE REPAIRS TO THE LARGE BRICK EXHIBIT BUILDING AT THE  
INGHAM COUNTY FAIRGROUNDS**

WHEREAS, the large brick exhibit building's brick above the overhead door is spalling due to water infiltration which has caused the steel lintel to rust and deteriorate causing it to no longer support the brick above; and

WHEREAS, the large brick exhibit building is in need of repairs above the overhead door due to safety concerns; and

WHEREAS, it is the recommendation of the Facilities Department to enter into an agreement with Laux Construction, a local vendor who submitted a responsive and responsible proposal of \$25,000 for the repairs to the area above the large brick exhibit building's overhead door at the Ingham County Fairgrounds; and

WHEREAS, the Facilities Department is requesting a \$2,000 contingency for any unforeseen issues; and

WHEREAS, funds are available in the Fair Building Maintenance line item #561-76900-931000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Laux Construction, 1018 Hogsback Road, Mason, Michigan 48854, for the repairs to the area about the large brick exhibit building's overhead door for an amount not to exceed \$27,000 which includes a \$2,000 contingency.

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



## Agenda Item 8a

**TO:** Board of Commissioners, County Services Committee and Finance Committee

**FROM:** Kelly R. Jones, County Highway Engineer & Director of Engineering  
Road Department

**DATE:** July 6, 2021

**SUBJECT:** Proposed Resolution to Enter into a First Party Agreement between the Michigan Department of Transportation (MDOT) and Ingham County in Relation to a Federally Funded Project on Dexter Trail from M-36 to M-52

For the meeting agendas on July 20, 21 and 27

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### **BACKGROUND**

The Ingham County Road Department has received federal Highway Safety Improvement Program (HSIP) funding for the horizontal curve signing project on Dexter Trail from M-36 to M-52 in Sections 10, 14, 15, 23, and 24 of Vevay Township, Sections 19, 20, 25-30, and 36 of Ingham Township, Section 1 of Bunker Hill Township, and Sections 5, 6, 8, 9, 15, and 16 of Stockbridge Township. The scope of work includes improvements to the horizontal curve signing along Dexter Trail and any necessary related work. The project has been designed pursuant to applicable federal, state, and local design specifications.

We are to the point where the funds have been obligated for construction and contracts can be executed. As this is a force account project, the contractual responsibilities are as follows: The Michigan Department of Transportation (MDOT) will enter into a first party contract with Ingham County to define the Road Department's responsibilities and obligations for the funding.

### **ALTERNATIVES**

N/A

### **FINANCIAL IMPACT**

The HSIP funding pays for 90% of the project's labor and material costs up to the capped amount of \$37,800. The remaining costs are the responsibility of the Local Agency.

The estimated construction funding responsibilities for the project are as follows:

Highway Safety Improvement Program (HSIP):	\$37,800
Local Participation:	<u>\$ 5,949</u>
	\$43,749

The Road Department is responsible for the estimated local participation costs of \$5,949 shown above. Additionally, due to the nature of construction, a 20% contingency of the local participation is being requested for this project, equating to \$1,190 in additional Road Department costs. The total anticipated Road Department costs, including the contingency, is \$7,139. This has been included in the 2021 Road Fund Budget.



**OTHER CONSIDERATIONS**

N/A

**RECOMMENDATION**

Based on the information provided, I respectfully recommend approval of the attached resolution to enter into a first party agreement with MDOT as described in Contract 21-5296, plus the 20% requested contingency for unanticipated construction costs.



Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A FIRST PARTY AGREEMENT WITH  
THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)  
FOR A FEDERALLY FUNDED PROJECT ON DEXTER TRAIL FROM M-36 TO M-52**

WHEREAS, the Ingham County Road Department received federal Highway Safety Improvement Program (HSIP) funding for the horizontal curve signing project on Dexter Trail from M-36 to M-52 in Sections 10, 14, 15, 23, and 24 of Vevay Township, Sections 19, 20, 25-30, and 36 of Ingham Township, Section 1 of Bunker Hill Township, and Sections 5, 6, 8, 9, 15, and 16 of Stockbridge Township; and

WHEREAS, the HSIP funding pays for 90% of the force account related construction costs up to the capped amount of \$37,800 and the remaining funding in the responsibility of the Road Department; and

WHEREAS, the estimated construction funding responsibilities for the project are as follows:

Highway Safety Improvement Program (HSIP):	\$37,800
Local Participation:	<u>\$ 5,949</u>
	\$43,749; and

WHEREAS, the Road Department is responsible for the estimated local participation costs of \$5,949 shown above; and

WHEREAS, a contingency is being requested in the amount of 20% of the estimated local participation costs, totaling an additional \$1,190, as may be needed for any unexpected work deemed necessary by Road Department staff during construction; and

WHEREAS, the project will be undertaken pursuant to a contract between the Michigan Department of Transportation (MDOT) and the County, on behalf of the Road Department, consistent with state and federal funding requirements.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into Contract 21-5296 with the Michigan Department of Transportation for the horizontal curve signing project on Dexter Trail from M-36 to M-52 in Sections 10, 14, 15, 23, and 24 of Vevay Township, Sections 19, 20, 25-30, and 36 of Ingham Township, Section 1 of Bunker Hill Township, and Sections 5, 6, 8, 9, 15, and 16 of Stockbridge Township, for an estimated project cost of \$43,749, consisting of a capped amount of \$37,800 in Highway Safety Improvement Program funds and \$5,949 in Road Department funds.

BE IT FURTHER RESOLVED, that the Road Department's estimated local participation costs shall include a 20% contingency, for a total estimated Road Department funding responsibility in the amount of \$7,139, which has been included in the 2021 Road Budget.



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.



**TO:** Board of Commissioners, County Services Committee and Finance Committee

**FROM:** Kelly R. Jones, County Highway Engineer & Director of Engineering  
Road Department

**DATE:** July 6, 2021

**SUBJECT:** Proposed Resolution to Enter into a Second Party Agreement between the Michigan Department of Transportation (MDOT) and Ingham County in Relation to a State and Federally Funded Project on Okemos Road from Jolly Road to Central Park Drive

For the meeting agendas on July 20, 21 and 27

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### **BACKGROUND**

The Ingham County Road Department has received state Local Bridge Program (LBP) funding, federal Earmark Repurposed Funds, federal Surface Transportation Program (STP) funding, federal National Highway Performance Program (NHPP) funding, and federal Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding for the Okemos Road project in Sections 16, 21, 28, and 33 of Meridian Township. The scope of work for the bridge portion of the project includes the removal of two existing Okemos Road bridges and construction of a single bridge over the Red Cedar River. The scope of work for the road portion of the project includes road reconstruction, drainage improvements, and other necessary related work on Okemos Road from Mt Hope Road to Clinton Street. The scope of work for the traffic signal portion of the project includes traffic signal replacement, traffic signal improvements, and traffic signal optimization along Okemos Road from Jolly Road to Central Park Drive. The project has been designed pursuant to applicable federal, state, and local design specifications.

We are to the point where the funds have been obligated for construction and contracts can be executed. The contractual responsibilities are as follows: The Michigan Department of Transportation (MDOT) will enter into a first party contract with the Contractor, which basically ensures that all the federal and state construction requirements and responsibilities are defined. A second party agreement between MDOT and Ingham County is required to define the Road Department's responsibilities and obligations for the funding.

### **ALTERNATIVES**

N/A

### **FINANCIAL IMPACT**

The LBP funding pays for 95% of the bridge related construction costs up to the capped amount of \$3,652,000. The Earmark, NHPP, and STU funding pays for 80% of the road related construction costs up to the capped amounts of \$1,491,390 for Earmark funds and \$223,243 for NHPP funds. The STP funding is not capped. The CMAQ funding pays for 80% of the traffic signal related construction costs up to the capped amount of \$349,000. The remaining costs are the responsibility of the Local Agency.



The estimated construction funding responsibilities for the project are as follows:

Local Bridge Program (LBP):	\$3,652,000
Earmark Repurposed Funds:	\$1,491,390
Surface Transportation Program (STP):	\$ 166,753
National Highway Performance Program (NHPP):	\$ 223,243
Congestion Mitigation and Air Quality Improvement Program (CMAQ):	\$ 349,000
Local Participation:	<u>\$ 1,131,614</u>
	\$ 7,014,000

The Road Department is responsible for the estimated local participation costs of \$1,131,614 shown above. Additionally, due to the nature of construction, a 20% contingency is being requested for this project, equating to \$226,323 in additional Road Department participation. The total anticipated Road Department costs, including the contingency, is \$1,357,937. This has been included in the 2021 Road Fund Budget.

#### **OTHER CONSIDERATIONS**

N/A

#### **RECOMMENDATION**

Based on the information provided, I respectfully recommend approval of the attached resolution to enter into a second party agreement with MDOT as described in Contract 21-5294, plus the 20% requested contingency for unanticipated construction costs.



Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A SECOND PARTY AGREEMENT WITH  
THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)  
FOR A STATE AND FEDERALLY FUNDED PROJECT ON OKEMOS ROAD FROM JOLLY ROAD  
TO CENTRAL PARK DRIVE**

WHEREAS, the Ingham County Road Department received state Local Bridge Program (LBP) funding, federal Earmark Repurposed Funds, federal Surface Transportation Program (STP) funding, federal National Highway Performance Program (NHPP) funding, and federal Congestion Mitigation and Air Quality Improvement Program (CMAQ) funding for the Okemos Road project in Sections 16, 21, 28, and 33 of Meridian Township; and

WHEREAS, the LBP funding pays for 95% of the bridge related construction costs up to the capped amount of \$3,652,000; the Earmark, NHPP, and STU funding pays for 80% of the road related construction costs up to the capped amounts of \$1,491,390 for Earmark funds, \$223,243 for NHPP funds, \$349,000 for 80% of the traffic signal related construction costs of the CMAQ funding, and the STP funding is not capped; and

WHEREAS, the remaining funding in the responsibility of the Road Department; and

WHEREAS, the estimated construction funding responsibilities for the project are as follows:

Local Bridge Program (LBP):	\$3,652,000
Earmark Repurposed Funds:	\$1,491,390
Surface Transportation Program (STP):	\$ 166,753
National Highway Performance Program (NHPP):	\$ 223,243
Congestion Mitigation and Air Quality Improvement Program (CMAQ):	\$ 349,000
Local Participation:	<u>\$ 1,131,614</u>
	\$ 7,014,000; and

WHEREAS, the Road Department is responsible for the estimated local participation costs of \$1,131,614 shown above; and

WHEREAS, a contingency is being requested in the amount of 20% of the estimated local participation costs, totaling an additional \$226,323, as may be needed for any unexpected work deemed necessary by Road Department staff during construction; and

WHEREAS, the project will be undertaken pursuant to a contract between the Michigan Department of Transportation (MDOT) and the Contractor; and

WHEREAS, the County on behalf of the Road Department, in turn, must therefore enter into an associated second party agreement with MDOT consistent with state and federal funding requirements.



THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into Contract 21-5294 with the Michigan Department of Transportation for the Okemos Road Project from Jolly Road to Central Park Drive in Sections 16, 21, 28, and 33 of Meridian Township, for an estimated project cost of \$7,014,000, consisting of a capped amount of \$3,652,000 in Local Bridge Program funds, a capped amount of \$1,491,390 in Earmark Repurposed Funds, \$166,753 in un-capped Surface Transportation Program funds, a capped amount of \$223,243 in National Highway Performance Program funds, a capped amount of \$349,000 in Congestion Mitigation and Air Quality Improvement Program funds, and \$1,131,614 in Road Department funds.

BE IT FURTHER RESOLVED, that the Road Department's estimated local participation costs shall include a 20% contingency, for a total estimated Road Department funding responsibility in the amount of \$1,357,937, which has been included in the 2021 Road Budget.

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.



## Agenda Item 8c

To: County Services & Finance Committees

From: William Conklin, Managing Director  
Ingham County Road Department

Date: July 6, 2021

RE: Resolutions for 2021 Local Road Program Agreements with Aurelius and Ingham Townships.

### **BACKGROUND**

As provided in Act 51 of 1951 as amended, the cost of larger improvements on local roads are typically shared with the Townships. Each year a portion of the County Road Fund budget is allocated toward match with each Township for local road work based on local road miles and population in each Township. The resulting annual program is known as the Local Road Program. The Road Department works with each Township wishing to participate in the program each year to determine what local road projects are most needed and desired.

To further improve the local roads and share the 2015 state road funding increase on projects performed by Road Department crews, which is most routine maintenance paving and chip-sealing projects on rural roads, the Road Department does not charge the Townships for Road Department labor and provides each township an average of 4 miles of chip-sealing or one mile of paving per year on their respective local roads with no charge.

### **CURRENT ISSUE**

Attached is a proposed resolution for authorizing 2021 Local Road Program Agreements with the referenced Townships to perform and share costs for local road improvements in the respective Townships. The resolution includes a table of the proposed road improvements and funding.

### **FINANCIAL IMPACT**

The total of the road department match indicated in the resolution is included in the adopted 2021 road fund budget. The work listed in the table is proposed to be done by Road department crews. The estimated costs of work to be done by Road department crews are for materials only as the Road department does not charge the townships for road department labor.

### **RECOMMENDATION**

Approval of the attached resolution is therefore recommended.

### **OTHER INFORMATION**

This is the second and final group of local road projects expected for 2021. A similar resolution was previously submitted and approved for 2021 local road projects in Alaiedon, Bunker Hill, Leroy, Leslie, Locke, Meridian, Vevay, and Williamstown Townships. Other Townships not currently or previously included are either passing on participation this year to save their funding for a larger future project or have not responded to the previous invitation to participate.



Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE LOCAL ROAD AGREEMENTS WITH  
AURELIUS AND INGHAM TOWNSHIPS**

WHEREAS, 2021 Local Road Program Agreements are proposed for the following townships with details of the proposed road improvement and funding provided in the table below: Aurelius and Ingham Townships; and

WHEREAS, the Road Department has worked with each township to determine what local road projects are most needed and desired; and

WHEREAS, the Road Department is willing to cause said improvements to be undertaken by Road Department crews, to contribute Road Department labor without charge on the projects performed by Road Department crews, and to pay for portions of the cost of said improvements from the County Road Fund as indicated for each township in the table below; and

WHEREAS, total Road Department funding match amount indicated in the table below is included in the adopted 2021 Road Department budget; and

WHEREAS, in the event the final cost of any of the projects is more than the estimates provided in the table below, for any final costs less than twice the maximum Road Department match amount set forth in the table below, the additional cost will be split evenly between the respective township and the Road Department, and for any final costs greater than the twice the maximum Road Department match amount set forth in the table below, the additional cost will be paid entirely by the respective township; and

WHEREAS, in the event the final cost of any of the projects is less than the estimates provided in the table below, for any final cost amount greater than twice the maximum Road Department match amount set forth in the table below, the savings will first accrue to the township, and then for any final costs below twice the maximum Road Department match amount set forth in the table below, the savings will be split evenly between the respective township and the Road Department.

WHEREAS, the respective townships are willing to pay the respective township's portion of the cost of said improvements as shown in the table below and as further detailed above, provided, however, that the respective township excess payments will not exceed 10 percent (10%) of the township contribution amounts established in the respective Agreements, unless the respective township agrees otherwise, or may reduce the scope of the described road improvement projects per the respective township's available budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into 2021 Local Road Program Agreements with the following townships with details of the proposed road improvement and funding provided in the table below: Aurelius and Ingham Townships.

BE IT FURTHER RESOLVED, that the Road Department is authorized to contribute match funds to the respective township projects per the amounts shown in the table below and/or as may be necessary for any final project costs differing from estimates as provided above.



BE IT FURTHER RESOLVED, that the Road Department shall invoice each township as provided above and in the table below for their respective contributions.

BE IT FURTHER RESOLVED, that the Road Department shall cause the improvements identified in the table below to be performed by Road Department crews without charge to the respective projects for Road Department staff labor or per contracts previously let and authorized as indicated in the table below during the construction season of the 2021 calendar year subject to final approval by, or as modified by, each township.

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

2021 Local Road Program Match Amounts, Projects & Estimated Costs							
Township	Prior Match Remaining	2021 Road dept. Match	Total 2021 Match Available	Proposed 2021 Local Road Projects	Estimated Total LRP Cost	Estimated Township Cost	Road dept. Contribution
Aurelius	\$9,017.91	\$33,300.00	\$42,317.91	Full cap maintenace paving of Toles Road, Edgar to College Roads, 1 mile. Chip-seal not charged to local road program: Toles, Waverly-Gale, including any necessary nominal asphalt prep work, Kingman, Columbia – Nichols, Bunker, Aurelius – Eifert, Curtice, Waverly – Gale.	\$60,000.00	\$30,000.00	\$30,000.00
Ingham	\$33,300.00	\$33,300.00	\$66,600.00	Maintenace paving as necessary on follwing roads: Curtis, Osborne to Williamston; Fields, Hayhoe to Brown; Walker, Hayhoe to M36. Includes 1 mile of paving not charged to local road program.	\$133,200.00	\$66,600.00	\$66,600.00



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 ROAD DEPARTMENT**

WHEREAS, as of July 23, 2013, the Ingham County Department of Transportation and Roads became the Ingham County Road Department per Resolution #13-289; and

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

WHEREAS, this is now 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 June 22, 2021, as submitted.



**INGHAM COUNTY ROAD DEPARTMENT**

DATE: June 22, 2021

LIST OF CURRENT PERMITS ISSUED

ROW PERMIT#	APPLICANT/ CONTRACTOR	WORK	LOCATION	CITY/ TWP
2020-821	COMCAST	CABLE – UG	WASHINGTON RD	DELHI
2020-828	COMCAST	CABLE – UG	HOLT RD	DELHI
2021-032	ACD.NET	CABLE – OH	CEDAR ST	DELHI
2021-048	FRONTIER	CABLE – UG	GRIMES RD	STOCKBRIDGE
2021-060	COMCAST	CABLE – UG	HAMILTON RD	MERIDIAN
2021-061	COMCAST	CABLE – UG	CENTRAL PARK DR	MERIDIAN
2021-062	COMCAST	CABLE OH, UG	VARIOUS	MERIDIAN
2021-064	CONSUMERS	ELEC – OH	LAKE LANSING RD	MERIDIAN
2021-066	METRO FIBERNET	CABLE OH, UG	OKEMOS RD	MERIDIAN
2021-067	CONSUMERS	GAS	BIRCHWOOD DR	MERIDIAN
2021-070	CONSUMERS	ELEC – OH	HILLVIEW RD	MERIDIAN
2021-071	CONSUMERS	ELEC – OH	MCCUE RD	DELHI
2021-073	SME	SOIL BORINGS	LAKE LANSING RD	MERIDIAN
2021-076	CONSUMERS	ELEC – UG	OKEMOS RD	MERIDIAN
2021-077	CONSUMERS	ICRD PROJ– ELEC - OH	JOLLY RD	ALAIEDON
2021-077	CONSUMERS	ELEC – OH	JOLLY RD/HULETT RD	ALAIEDON
2021-080	CONSUMERS	GAS	VAN ATTA RD	MERIDIAN
2021-081	COMCAST	CABLE - UG	OKEMOS RD	MERIDIAN



2021-086	CONSUMERS ENERGY	GAS, ELEC-OH	HARDING AVE	DELHI
2021-087	CONSUMERS	GAS, ELEC-UG	OVERLEA DR	LANSING
2021-091	CITY OF LANSING	TWP PROJ – DETOUR	FOREST RD	DELHI
2021-092	RM ELECTRIC	TWP PROJ – ELEC –UG	CENTRAL PARK DR	MERIDIAN
2021-093	RM ELECTRIC	TWP PROJ – ELEC– UG	HASLETT RD	MERIDIAN
2021-098	CONSUMERS	GAS – ELEC	GREEN RD	MERIDIAN
2021-099	COMCAST	CABLE - OH, UG	JOLLY RD	ALAIEDON
2021-101	CN RAILROAD	ROAD CLOSURE	CARLTON ST	MERIDIAN
2021-102	CONSUMERS	ELEC – OH, UG	GALE RD	AURELIUS
2021-103	CONSUMERS	GAS-ROAD CUT	MIFFLIN AVE	LANSING
2021-104	CONSUMERS	GAS	BUTTERNUT DR	MERIDIAN
2021-106	AT & T	CABLE – UG	CEDAR ST	DELHI
2021-107	AT & T	CABLE – UG	MARSH RD	MERIDIAN
2021-109	FRONTIER	CABLE – UG, BORE	STIMSON RD	ONONDAGA
2021-114	DAVID WATERSTRADT	LAND DIVISION	CARTER RD	WHITE OAK
2021-115	CONSUMERS	GAS	JOLLY OAK RD	MERIDIAN
2021-117	CONSUMERS	GAS	WESTERN AVE	LANSING
2021-118	CONSUMERS	GAS, ROAD CUT	HOLT RD	ALAIEDON
2021-121	JOHN DESANTIS	LAND DIVISION	SWAN DR	WHITE OAK
2021-123	KATHLEEN WELLMAN	LAND DIVISION	WRIGHT RD	LESLIE
2021-124	ROGER GUSTAFSON	LAND DIVISION	DOBIE RD	ALAIEDON
2021-131	JAMES BOWDEN III	LAND DIVISION	COLUMBIA RD	AURELIUS
2021-132	CONSUMERS	GAS, ELEC - OH	DOBIE RD	ALAIEDON
2021-134	MDOT	ANNUAL BLANKET	VARIOUS	VARIOUS
2021-140	G.A. HUNT	EMERG SANITARY	FOSTER AVE	LANSING
2021-142	CONSUMERS	GAS	TOMLINSON RD	VEVAY
2021-144	CONSUMERS	ELEC – OH, UG	OKEMOS RD	ALAIEDON
2021-145	CONSUMERS	GAS	WILLEDON AVE	DELHI
2021-147	CONSUMERS	ELEC – OH, GAS	AURELIUS RD	AURELIUS



2021-161	WOLVERINE PIPELIN	ANNUAL	VARIOUS	VARIOUS
2021-162	CONSUMERS	EMERGENCY GAS	MACON AVE	LANSING
2021-163	CONSUMERS	EMERGENCY GAS	BOYNTON DR	LANSING
2021-164	STOCKBRIDGE TWP	TWP PROJECT/SIREN	MILNER RD	STOCKBRIDGE
2021-165	MERIDIAN TWP FIRE	TWP PROJECT/SIREN	LAKE LANSING RD	MERIDIAN
2021-175	MARION MILLER	LAND DIVISION	MERIDIAN RD	BUNKER HILL
2021-181	CONSUMERS	GAS	BARRY RD	WILLIAMSTOWN
2021-186	CONSUMERS	GAS	BASS ST	MERIDIAN
2021-187	MICHAEL BELL	TREE REMOVAL	STATE RD	LESLIE
2021-210	FRONTIER	CABLE – UG	FREIERMUTH RD	BUNKER HILL
2021-234	TRAVIS RAKICH	LAND DIVISION	BUNKER RD	AURELIUS
2021-237	FRONTIER	CABLE – UG	CURTICE RD	AURELIUS
2021-238	FRONTIER	CABLE – UG	BUNKER RD	AURELIUS
2021-245	BARNHART & SON	SANITARY	PARK LN	DELHI
2021-254	CONSUMERS	GAS	LAKE LANSING RD	MERIDIAN
2021-262	AT & T	CABLE	JOLLY RD	MERIDIAN
2021-275	COMCAST	CABLE - OH	JOLLY RD	MERIDIAN
2021-276	COMCAST	CABLE – OH	CHIEF OKEMOS CIRCLE	MERIDIAN
2021-277	COMCAST	CABLE – OH	HARPERRD	DELHI
2021-278	CONSUMERS	GAS – ROAD CUT	HAGADORN RD	MERIDIAN
2021-292	CONSUMERS	ELEC – OH	FIELDS RD	INGHAM
2021-300	CONSUMERS	GAS – ELEC OH	CHURCHILL RD	LESLIE
2021-313	CONSUMERS	EMERGENCY GAS	BOIS ISLE DR	MERIDIAN
2021-315	CONSUMERS	ELEC – OH	MARSH RD	MERIDIAN
2021-318	CONSUMERS	ELEC – OH	MARSH RD	MERIDIAN

Director of Engineering & County Highway Engineer: \_\_\_\_\_  
Kelly R. Jones



**TO:** Board of Commissioners County Services Committee  
**FROM:** Lindsey McKeever, Fairgrounds Events Director  
**DATE:** June 24, 2021  
**SUBJECT: Request for Special Leave Extension**

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On behalf of Michael Anderson, the Fair Office respectfully requests a 90-day extension of time allowable under the employee's Collective Bargaining Agreement (CBA) entitlement. Mr. Anderson needs the extension of CBA leave for medical issues; time allowed under the Family Medical Leave Act (FMLA) and prior periods of CBA leave will be exhausted September 6, 2021. Mr. Anderson has been a member of the Fair Office staff for the past two years. Mr. Anderson has been an asset to the team at the Fairgrounds. The authorization and the granting of the up to 90 day leave extension is supported the Fair Office and the Human Resources Department.

Respectfully,

Lindsey McKeever  
Ingham County Fairgrounds  
Director



## Agenda Item 9b

**TO:** Board of Commissioners Human Services, County Services, and Finance Committees  
**FROM:** Lindsey McKeever, Fairgrounds Events Director  
**DATE:** July 6, 2021  
**SUBJECT:** Resolution Adding a Maintenance Worker Position at the Ingham County Fairgrounds  
For the meeting agenda of 7/19/21 Human Services Committee, 7/20/21 County Services Committee, and 7/21/21 Finance Committee

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### **BACKGROUND**

The current staffing situation at the fairgrounds is not sufficient to adequately maintain the facility. The only maintenance work currently being completed is the bare minimum necessary to host events such as mowing, cleaning bathrooms, trash removal, and cleaning barns. Basic preventive maintenance is not getting done, leading to a deterioration of the facilities and grounds. Currently, there are catch basins that need to be cleaned, a downspout that is duct-taped to the main arena, picnic tables that need to be sanded and stained, and power equipment that needs basic mechanical work. These needs are ongoing.

### **ALTERNATIVES**

There are two alternatives, but neither is reliable. The first would be to rely upon temporary/seasonal employees to supplement the existing full-time staff. However, it is difficult to find skilled workers seeking that kind of employment. The second would be to rely upon volunteer labor. Volunteer labor can be sporadic and inconsistently available.

### **FINANCIAL IMPACT**

The total annual cost of the Fairgrounds Maintenance Worker (UAW E) position is \$80,962.26, see the attached calculation. This position will be authorized effective upon passage of this resolution through December 31, 2024, at which time it will be re-evaluated based on need and available funding. Funds for this position are available through the American Rescue Plan Act of 2021.

### **STRATEGIC PLANNING IMPACT**

This resolution supports the overarching long-term objective of providing recreational opportunities.

### **OTHER CONSIDERATIONS**

In the past, the two full-time maintenance workers were supplemented with inmate labor and community service workers. That is no longer the case.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the resolution.



<b>2021 Rates</b>							
<b>UAW E</b>			<b>FULL TIME</b>	<b>Step 1</b>		<b>Step 5</b>	
	0	704000	Salary	35,919.00		42,784.00	
	8951	714000	Unemployment	179.60		213.92	
	1000	715000	FICA	2,747.80		3,272.98	
	2720	716020	Health	19,146.00		19,146.00	
	8952	716035	Health Surcharge	3,585.00		3,585.00	
	8955	716040	Health Insurance Trust	1,616.36		1,925.28	
	2700	716100	Dental	936.00		936.00	
	2710	716200	Vision	135.00		135.00	
	8953	716450	Separation	628.58		748.72	
	8986	717000	Life	86.40		86.40	
	8941	717100	Disability	46.69		55.62	
	7223	718000	Retirement	6,407.95		7,632.67	
	7323	718500	Retirement	359.19		427.84	
	8810	722000	Workers Comp	10.78		12.84	
	8841	915050	Liability	490.08		583.74	
				71,804.35		80,962.26	



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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO ADD A MAINTENANCE WORKER POSITION AT THE  
INGHAM COUNTY FAIRGROUNDS**

WHEREAS, the current staffing situation at the Ingham County Fairgrounds is not sufficient to adequately maintain the facility; and

WHEREAS, the only maintenance work currently being completed is the bare minimum necessary to host events such as mowing, cleaning bathrooms, trash removal, and cleaning barns; and

WHEREAS, basic preventive maintenance is not getting done, leading to a deterioration of the facilities and grounds; and

WHEREAS, currently, there are catch basins that need to be cleaned, a downspout that is duct-taped to the main arena, picnic tables that need to be sanded and stained, and power equipment that needs basic mechanical work, and needs such as these are ongoing; and

WHEREAS, it is necessary to add a Maintenance Worker position at the Ingham County Fairgrounds to ensure that the facilities and grounds are adequately maintained; and

WHEREAS, the position of Maintenance Worker at the Ingham County Fairgrounds has been classified by the Human Resources Department as UAW E (salary range \$35,919 to \$42,784); and

WHEREAS, funding for the position will be provided from the American Rescue Plan Act of 2021.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the addition of a full-time (1.0 FTE) Maintenance Worker position at the Ingham County Fairgrounds, UAW E (salary range \$35,919 to \$42,784).

BE IT FURTHER RESOLVED, that this position is created effective upon passage of this resolution, through December 31, 2024, at which time it will be re-evaluated based on need and available funding.

BE IT FURTHER RESOLVED, that the funding utilized for this position will come from Ingham County's allocation of the American Rescue Plan Act of 2021.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary adjustments to the 2021 budget and position allocation list.



**Agenda Item 10a**

**TO:** Board of Commissioners County Services Committee  
**FROM:** Tim Morgan, Parks Director  
**DATE:** July 7, 2021  
**SUBJECT:** Notice of Emergency Purchase for Burchfield Park Utility Vehicle Transmission  
For the meeting agenda of 7/20/21 County Services

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This memo is to inform you of an emergency purchase that was made prior to receiving approval from the County Services Committee.

The current utility vehicle at Burchfield Park was in need of a new transmission. In the last 3 years, \$9,980.92 was put into maintenance and repairs. The quote received from Bobcat of Lansing to replace the transmission was \$6,101. Due to several major issues over the years, staff determined this warranted a need for replacement of the utility vehicle. The total for the replacement was \$24,854.30.

An emergency Purchase Order under the Emergency Repair Purchasing Policy was necessary, and a Purchase Order has been issued to Hutson, Inc. for a total cost of \$24,854.30.

Funds for this purchase are available in the Parks Department 208 fund balance.

The Controller and Purchasing Director, along with myself, approved this purchase.



**TO:** Board of Commissioners County Services Committee  
**FROM:** Tim Morgan, Parks Director  
**DATE:** July 6, 2021  
**SUBJECT:** Notice of Emergency Purchase for Lake Lansing South House Disposal Waterline Termination  
For the meeting agenda of 7/20/21 County Services

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This memo is to inform you of an emergency purchase that was made prior to receiving approval from the County Services Committee.

In February 2021, the Purchasing Department solicited proposals from qualified and experienced demolition vendors for the purpose of entering into a contract for the demolition and legal disposal of a house at Lake Lansing South County Park. The bids were evaluated by the Purchasing Department, and it was their recommendation, with the concurrence of Parks Department staff, to award the contract to Salebien Trucking and Excavating Inc. for the base bid \$27,500.

The contract written by legal whereas the language stated the waterline would be terminated “at” Lake Lansing Road but was found to be “in” and across Lake Lansing Road.

Meridian Township demolition permit states all waterlines being abandoned need to be terminated and capped at the corporation stop at the water main and not the curb stop on our side of the road. The contractor indicated that this language was not included in their scope of work. We discussed the issue with Meridian Township and they stated it would need to be capped at the corp stop, but is willing to work with us so we can get the house demo project completed on the premise that we would get the work on the waterline abandonment completed in a timely fashion.

Currently, the Drain Commission is working on the Nemoke Drain project near Lake Lansing County Park South, and that Lake Lansing Road is to be paved within a months’ time due do the Drain project Meridian Township has requested we complete the abandonment prior to paving. The process of standard County purchasing procedures would go beyond the paving timeline thus the request for an emergency purchase. The availability of contractors in this line of work are limited at this time, but Meridian Township is contacting a couple of local vendors for bids.

Meridian and Parks staff recommend that we utilize \$5,955.50 to complete the work. The project will be funded out of County Parks Fund Balance.

The Controller and Purchasing Director, along with myself, approved this purchase.



**TO:** Board of Commissioners County Services Committee  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** July 6, 2021  
**SUBJECT:** Authorization to Start an ICEA Pro Employee above Step 2  
For the meeting agenda of July 20, 2021

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### **BACKGROUND**

Recruitment of a new Senior Epidemiologist recently concluded with selection of a candidate to fill the position. The chosen candidate has asked to be compensated at Step 5 of the Ingham County Employees' Association for Professional Employees (ICEA Pro) grade 9 salary schedule (see table below).

Article 28 of the Ingham County Employees' Association for Professional Employees (ICEA Pro) allows that a new ICEA Pro employee may be started above Step 2 of the appropriate grade at the discretion of the County Services Committee.

The selected candidate has a unique combination of a broad range of epidemiology experience, including quantitative analysis, qualitative analysis, and group facilitation. Additionally, this candidate has experience in public sector and private sector settings. These qualifications result from 13 years of experience along with achieving a master's degree in epidemiology plus several years of doctoral studies in epidemiology. This candidate excels in data analysis while also being a strong communicator and project manager. Additionally, the candidate possesses significant knowledge of the community, which will be instrumental in a rapid transition into the role.

### **ALTERNATIVES**

The chosen candidate has indicated a willingness to accept an offer to fill the Senior Epidemiologist position contingent upon a competitive salary offer. If we are not able to agree on a salary, a new search may be initiated.

### **FINANCIAL IMPACT**

The Senior Epidemiologist is classified as ICEA Pro 9 with the following pay scale for 2021:

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
ICEA Pro	64,681.84	67,704.44	70,867.66	74,180.32	77,647.88

The previous incumbent was being compensated at Step 3.

### **OTHER CONSIDERATIONS**

Three candidates met minimum qualifications for the Senior Epidemiologist position and were interviewed by a four-member selection committee. The chosen candidate was the consensus recommendation of the committee. The Senior Epidemiologist position has been vacant since early May. Only one other epidemiologist, the Community Epidemiologist, is employed by ICHD. The Community Epidemiologist will vacate the position on July 30 to pursue a doctoral degree. A delay in selecting and onboarding the Senior Epidemiologist could result in ICHD having no epidemiologic support and would be a lost opportunity in knowledge transfer between the departing Community Epidemiologist and the onboarding Senior Epidemiologist.



**STRATEGIC PLANNING IMPACT**

This proposal supports the Strategic Plan Human Resources and staffing goal to attract and retain exceptional employees who reflect the community they serve and who prioritize public service.

**RECOMMENDATION**

Based on the knowledge, skills and expertise of the chosen candidate, I respectfully recommend that the County Services Committee allow the selected Senior Epidemiologist candidate to begin at Grade 9, Step 5 of the ICEA Pro salary schedule.



## Agenda Item 11b

**TO:** Board of Commissioners Human Services, County Services, and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** June 30, 2021  
**SUBJECT:** Resolution to Authorize a New .5 FTE CHW Position in Maternal and Child Health  
For the Meeting Agendas of July 19, July 20, and July 21, 2021

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### **BACKGROUND**

Ingham County Health Department (ICHD) wishes to create a .5 FTE Community Health Worker (CHW) position in the Maternal & Child Health Division (MCH) effective upon approval through July 3, 2024. CHWs are frontline public health workers who are trusted and have a close understanding of the community they serve. Resolution #21-325 authorized the acceptance of grant funds from the City of Lansing to conduct outreach for the Lead Safe Lansing (LSL) Program and Childhood Lead Poisoning Prevention Program (CLPPP). Funds for this outreach will be included in the FY 22 Michigan Department of Health and Human Services Comprehensive Agreement. ICHD would like to use these grant funds to create a .5 FTE CHW to assist with LSL outreach and enrollment into LSL programs and to provide lead education and outreach to families who have had elevated blood lead levels. In addition, this position will provide outreach at community events to educate families on lead safety and the importance of lead abatement.

### **ALTERNATIVES**

ICHD could choose not to create this position and fewer families would be served.

### **FINANCIAL IMPACT**

The cost of the .5 CHW position (UAW Grade D total cost up to \$45,188) will be funded using LSL grant funds accepted through Resolution #21-325 and CLPPP funding included in the FY 22 MDHHS Comprehensive Agreement using the following distribution:

31% MDHHS CLPPP funding - \$14,103  
69% LSL funding - \$31,085

### **STRATEGIC PLANNING IMPACT**

This resolution supports the overarching long-term objective of promoting accessible healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured

### **OTHER CONSIDERATIONS**

There are no other considerations.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to authorize a new .5 FTE CHW position (UAW Grade D, salary range \$33,709.94 – \$40,130.88) in the MCH Division to assist with lead outreach and education effective June 1, 2021.



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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A NEW .5 FTE CHW POSITION  
IN MATERNAL AND CHILD HEALTH**

WHEREAS, Ingham County Health Department (ICHD) wishes to create a .5 FTE Community Health Worker (CHW) position in the Maternal & Child Health (MCH) Division, effective June 1, 2021; and

WHEREAS, CHWs are frontline public health workers who are trusted and have a close understanding of the community they serve; and

WHEREAS, Resolution #21-325 authorized the acceptance of grant funds from the City of Lansing to conduct outreach for the Lead Safe Lansing (LSL) Program and Childhood Lead Poisoning Prevention Program (CLPPP); and

WHEREAS, funds for this outreach will be included in the FY 22 Michigan Department of Health and Human Services (MDHHS) Comprehensive Agreement; and

WHEREAS, ICHD would like to use these grant funds to create a .5 FTE CHW to assist with LSL outreach and enrollment into LSL programs and to provide lead education and outreach to families who have had elevated blood lead levels; and

WHEREAS, in addition, this position will provide outreach at community events to educate families on lead safety and the importance of lead abatement; and

WHEREAS, the cost of the .5 CHW position (UAW Grade D) will be for an amount not to exceed \$45,188 and will be funded using LSL grant funds accepted through Resolution #21-325 and CLPPP funding included in the FY 22 MDHHS Comprehensive Agreement using the following distribution:

31% MDHHS CLPPP funding - \$14,103  
69% LSL funding - \$31,085; and

WHEREAS, the Health Officer recommends authorizing a new .5 FTE CHW position (UAW Grade D, salary range \$33,709.94 – \$40,130.88) in the MCH Division to assist with lead outreach and education effective June 1, 2021.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a new .5 FTE CHW position (UAW Grade D, salary range \$33,709.94 – \$40,130.88) in the MCH Division to assist with lead outreach and education effective June 1, 2021.

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



## Agenda Item 11c

**TO:** Board of Commissioners Human Services, County Services and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** June 10, 2021  
**SUBJECT:** Resolution to Authorize Converting Position #601399 from a 1.0 FTE to a .5 FTE Position  
For the Meeting Agendas of July 19, July 20, and July 21, 2021

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### **BACKGROUND**

Ingham County Health Department (ICHD) wishes to convert HIV/STI position #601399, (a 1.0 FTE Communicable Disease Investigator) to a .5 FTE position due to a reduction in funding. Position #601399 was previously funded through the Ryan White program and Hepatitis C funding from the Michigan Department of Health and Human Services (MDHHS). MDHHS Hepatitis C funding for FY 22 has been eliminated and the Ryan White grant funding will not continue to fund this position in FY 22. In order to continue staffing this position in the HIV/STI division, ICHD has determined that position #601399 should be converted to a .5 FTE and be funded by HIV/STI funds, effective upon approval.

### **ALTERNATIVES**

ICHD could eliminate this position.

### **FINANCIAL IMPACT**

Position #601399 (currently 1.0 FTE) is budgeted at \$83,091.00-\$100,186. Converting this position into a 0.5 FTE position will reduce costs to \$47,755-\$54,807. The .5 FTE cost of this position will be covered through HIV/STI funds.

### **STRATEGIC PLANNING IMPACT**

Strategy 1. Strive to make facilities and services user-friendly. d. Expand programming to identify and address the prevalence of STIs in the community, particularly HIV/AIDS.

### **OTHER CONSIDERATIONS**

There are no other considerations.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to authorize converting position #601399 (Communicable Disease Investigator) in the HIV/STI division from a 1.0 FTE position to a .5 FTE position effective upon approval.



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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE CONVERTING POSITION #601399 FROM  
A 1.0 FTE TO A .5 FTE POSITION**

WHEREAS, Ingham County Health Department (ICHD) wishes to convert position #601399, a 1.0 FTE Communicable Disease Investigator position in the HIV/STI division, to a .5 FTE position due to a reduction in funding; and

WHEREAS, position #601399 was previously funded through the Ryan White program and Hepatitis C funding from the Michigan Department of Health and Human Services (MDHHS); and

WHEREAS, MDHHS Hepatitis C funding for FY 22 has been eliminated and the Ryan White grant funding will not continue to fund this position in FY 22; and

WHEREAS, in order to continue staffing this position in the HIV/STI division, ICHD has determined that position #601339 should be converted to a .5 FTE and be funded by HIV/STI funds, effective upon approval; and

WHEREAS, position #601399 (currently 1.0 FTE) is budgeted at \$83,091.00-\$100,186.00; and

WHEREAS, converting this position into a 0.5 FTE position will reduce costs to \$47,755.00-\$54,807.00; and

WHEREAS, the .5 FTE cost of this position will be covered through HIV/STI funds; and

WHEREAS, the Health Officer recommends authorizing converting HIV/STI position #601399, (Communicable Disease Investigator) from a 1.0 FTE position to a .5 FTE position effective upon approval.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes converting HIV/STI position #601399 (Communicable Disease Investigator) from a 1.0 FTE position to a .5 FTE position, effective upon approval.

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

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



## Agenda Item 12a

**TO:** Board of Commissioners County Services and Finance Committee  
**FROM:** Sue Graham, Human Resources Director  
**DATE:** June 29, 2021  
**SUBJECT:** Resolution to Approve an Additional Modification to Appendix D – Compensation Levels of the Managerial and Confidential Employee Personnel Manual for 2021 as a Result of A  
Reclassification Request  
For the meeting agendas of July 20 (County Services) and July 21 (Finance)

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### **BACKGROUND**

Each year the Controller convenes a representative group of managers, professionals, and confidential employees as a Steering Committee to discuss potential changes to the Managerial and Confidential Employee Personnel Manual. In preparation for 2021, the Managerial and Confidential Employee Steering Committee met and discussed proposed changes and updates to the manual, including but not limited to, modifications to compensation levels as a result of reclassification requests. The attached resolution reflects a proposed change in classification level for one position as the result of a reclassification request, which, if approved, would modify Appendix D of the Managerial and Confidential Employee Personnel Manual.

### **ALTERNATIVES**

None.

### **FINANCIAL IMPACT**

The financial impact associated with the proposed reclassification is reflected in the attached Resolution.

### **OTHER CONSIDERATIONS**

None.

### **RECOMMENDATION**

On behalf of the Managerial and Confidential Employee Steering Committee, I respectfully recommend approval of the attached resolution approving an additional modification to Appendix D of the Managerial and Confidential Employee Personnel Manual for 2021.



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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE AN ADDITIONAL MODIFICATION TO APPENDIX D –  
COMPENSATION LEVELS OF THE MANAGERIAL AND CONFIDENTIAL EMPLOYEE  
PERSONNEL MANUAL FOR 2021 AS A RESULT OF A RECLASSIFICATION REQUEST**

WHEREAS, the Managerial and Confidential Employee Steering Committee met and recommended proposed changes and updates to the 2021 Managerial and Confidential Employee Personnel Manual, including but not limited to modifications to compensation levels as a result of reclassification requests; and

WHEREAS, a reclassification request has been submitted and recommended for consideration by the Ingham County Board of Commissioners as set forth below.

THEREFORE BE IT RESOLVED, that the Ingham Board of Commissioners approves the following modification to Appendix D – Compensation Levels of the 2021 Managerial and Confidential Employee Personnel Manual for 2021:

- Position #233001 Facilities Director: Move from MC 13 to MC 14

The financial impact associated with the proposed reclassification is as follows:

	2021	2021	
<u>Position Title</u>	<u>Current Grade, Step 5</u>	<u>Proposed Grade, Step 5</u>	<u>Difference</u>
Facilities Director	MC 13: 96,400.88	MC 14: 103,862.31	7,461.43
TOTAL:			7,461.43

BE IT FURTHER RESOLVED, that the terms of the 2021 Managerial and Confidential Employee Personnel Manual, as amended, will be effective January 1, 2021 and shall expire on December 31, 2021.



**TO:** Board of Commissioners County Services Committee  
**FROM:** Sue Graham, Human Resources Director  
**DATE:** June 30, 2021  
**SUBJECT:** Resolution to Approve Amendment of the Delta Dental Insurance Plan for Plan Year 2022  
For the meeting agenda of July 20

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**BACKGROUND**

Currently, the Delta Dental Insurance Plan (the Plan) states that oral exams and cleanings are payable “twice in any period of 12 consecutive months”. This has caused confusion on the employees’ end as they have to keep track of the 12 consecutive months as it is date specific, requiring employees to keep records of the dates of service. If they miscalculate the 12 consecutive month period and go in as little as one day early, their claim will be denied. During the April 20, 2021 meeting of the Ingham County Health Care Coalition, the Delta Dental representative identified this issue and proposed that the language of the Plan be amended to state that oral exams and cleanings are payable “twice per calendar year.” This would eliminate the need for employee record keeping, and allow employees to have oral exams and cleanings two times per calendar year without reference to specific dates. The Ingham County Health Care Coalition approved this proposed amendment on April 20, 2021 and supports the enclosed resolution for the Ingham County Board of Commissioners to approve this proposed amendment.

**ALTERNATIVES**

The alternative is to not approve the proposed amendment and keep the Plan language in its current form with its attendant consequences.

**FINANCIAL IMPACT**

There is no financial impact to Ingham County if the proposed amendment is approved.

**STRATEGIC PLAN CONSIDERATIONS**

Improvements to employee benefits enhance the ability of Ingham County to attract and retain exceptional employees who value public service.

**OTHER CONSIDERATIONS**

Making the amendment will allow consistency with the terms of Delta Dental Insurance Plans carried by the majority of other employers.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to approve the proposed amendment of the Delta Dental Insurance Plan for Plan year 2022.



Introduced by the County Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE AMENDMENT OF THE DELTA DENTAL INSURANCE PLAN  
FOR PLAN YEAR 2022**

WHEREAS, the Delta Dental Insurance Plan (the Plan) currently states that oral exams and cleanings are payable “twice in any period of 12 consecutive months”; and

WHEREAS, this has caused confusion on the employees’ end as they have to keep track of the 12 consecutive months as it is date specific, requiring employees to keep records of the dates of service; and

WHEREAS, if they miscalculate the 12 consecutive month period and go in as little as one day early, their claim will be denied; and

WHEREAS, during the April 20, 2021 meeting of the Ingham County Health Care Coalition, the Delta Dental representative identified this issue and proposed that the language of the Plan be amended to state that oral exams and cleanings are payable “twice per calendar year”; and

WHEREAS, this would eliminate the need for employee record keeping and allow employees to have oral exams and cleanings two times per calendar year without reference to specific dates; and

WHEREAS, the Ingham County Health Care Coalition approved this proposed amendment on April 20, 2021 and supports the Ingham County Board of Commissioners approving this proposed amendment.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the proposed amendment of the Delta Dental Insurance Plan for Plan Year 2022.

BE IT FURTHER RESOLVED, that the County Controller/Administrator is authorized to sign any necessary contract documents consistent with this resolution upon approval as to form by the County Attorney.



**TO:** Board of Commissioners County Services and Finance Committees  
**FROM:** Sue Graham, Human Resources Director  
**DATE:** June 18, 2021  
**SUBJECT:** Resolution to Approve an Agreement with Sparrow Occupational Health Services to Provide Occupational Health Services  
For the meeting agendas of July 20 and July 21

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### **BACKGROUND**

Ingham County provides medical services to employees who may experience work-related illness or injury, requires post-employment offer fitness for duty examinations for candidates for many positions and periodically needs these services for existing employees. In order to provide these occupational health services, the County must contract with an outside agency. As the current agreement for occupational health services expires September 30, 2021, a Request for Proposal (RFP) was issued concerning providing these occupational health services to Ingham County. One organization, Sparrow Occupational Health Services, responded and was evaluated by the Human Resources Department. As the result of this evaluation, the Human Resources Director is recommending the County continue contracting with Sparrow Occupational Health Services at this time by entering into an agreement beginning October 1, 2021, for a period of three years, with a renewal option for an additional two years.

### **ALTERNATIVES**

There are no alternatives to this proposal. Sparrow was the only respondent to the County's occupational health services RFP. The County has an ongoing need for post-employment offer occupational health services and a legal obligation to provide employees with occupational health services for work-related injuries/illnesses.

### **FINANCIAL IMPACT**

The financial impact of this is expected to be minimal in comparison with the cost of the current agreement for occupational health services. The majority of services provided by Sparrow Occupational Health Services have either remained at the same cost, or increased by a negligible amount in comparison with the terms of the previous 2010 agreement. The total financial impact will depend upon the extent services are utilized.

### **STRATEGIC PLAN CONSIDERATIONS**

Providing quality occupational health services in compliance with statutory obligations and best hiring practices will contribute to attracting and retaining exceptional employees who value public service.

### **OTHER CONSIDERATIONS**

The provision of necessary work-related medical care for employees by employers is mandated by Section 315 of the Michigan Workers' Disability Compensation Act, MCL 418.101, et seq.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to approve an agreement with Sparrow Occupational Health Services to provide occupational health services to Ingham County beginning October 1, 2021, for a period of three years, with a renewal option for an additional two years.



## Agenda Item 12c

TO: Sue Graham, Director, Human Resources

CC: Jared Cypher, Deputy Controller, Controller's Office  
Stephanie Keith, Benefits/Leave Analyst, Human Resources

FROM: James Hudgins, Director of Purchasing

DATE: June 2, 2021

RE: Memorandum of Performance for RFP No. 54-21 Occupational Health Services

Per your request, the Purchasing Department sought proposals from qualified, non-personal practice, occupational medical facilities to provide occupational health services for County employees and applicants, including, but not limited to pre-employment physicals, annual physicals for specific job classes, periodic fitness for duty evaluations, and other occupational health services.

The services of work under the supervision of the on-site licensed physician(s) includes, but is not limited to, pre-employment physicals, including fitness for duty for police officers, management of accidents, injuries and illnesses including primary care, follow through, evaluations and reporting; keeping up-to-date of new occupational health regulations, testing methods and industry trends; attendance at occasional safety committee meetings; providing on-site annual hearing test program; and, deposition testimony of doctors in workers compensation litigated cases.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	4	3
Vendors responding	1	1

A summary of the vendors' costs is located on the next page.

You are now ready to complete the final steps in the process: 1) evaluate the submissions based on the criteria established in the RFP; 2) confirm funds are available; 3) submit your recommendation of award along with your evaluation to the Purchasing Department; 4) write a memo of explanation; and, 5) prepare and submit a resolution for Board approval.

This Memorandum is to be included with your memo and resolution submission to the Resolutions Group as acknowledgement of the Purchasing Department's participation in the purchasing process.

If I can be of further assistance, please do not hesitate to contact me by e-mail at [jhudgins@ingham.org](mailto:jhudgins@ingham.org) or by phone at 676-7309.



SUMMARY OF VENDORS' COSTS

Vendor Name	Local Pref	Costs
Sparrow Occupational Health Services	Yes, Lansing MI	Itemized costs - see cost form



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE AN AGREEMENT WITH SPARROW OCCUPATIONAL  
HEALTH SERVICES TO PROVIDE OCCUPATIONAL HEALTH SERVICES**

WHEREAS, Ingham County provides medical services to employees who may experience work-related illness or injury; and

WHEREAS, Ingham County requires post-employment offer fitness for duty examinations for many positions and periodically needs these services for existing employees; and

WHEREAS, a Request for Proposals was issued concerning providing these occupational health services to Ingham County; and

WHEREAS, one organization responded and was evaluated by the Human Resources Department who recommended Sparrow Occupational Health Services.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves entering into an agreement with Sparrow Occupational Health Services to provide occupational health services to Ingham County beginning October 1, 2021, for a period of three years, with a renewal option for an additional two years.

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



**TO:** Board of Commissioners County Services & Finance Committees  
**FROM:** Sue Graham, Human Resources Director  
**DATE:** July 2, 2021  
**SUBJECT:** Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP 911 Non-Supervisory Unit

For the meeting agendas of July 20 and July 21

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**BACKGROUND**

A collective bargaining agreement has been reached between representatives of Ingham County and the CCLP 911 Non-Supervisory Unit for the period January 1, 2021 through December 31, 2021. The agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows: 1) employees hired prior to July 25, 2020 shall receive \$7,500; 2) employees hired on or after July 25, 2020 and before May 24, 2021 shall receive \$1,500; and 3) employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment. The one-time lump sum payment is subject to the provisions set forth in detail in the proposed resolution.

**ALTERNATIVES**

The Board of Commissioners could decline to approve the agreement.

**FINANCIAL IMPACT**

There are no negative financial impacts to Ingham County as the payment is funded through the American Rescue Plan Act.

**STRATEGIC PLAN CONSIDERATIONS**

Improvements to compensation enhance the ability of Ingham County to attract and retain exceptional candidates who value public service.

**OTHER CONSIDERATIONS**

None

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to approve the 2021 Collective Bargaining Agreement with the CCLP 911 Non-Supervisory Unit.



Introduced by the County Services and Finance Committees of the

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE 2021 COLLECTIVE BARGAINING AGREEMENT  
WITH THE CCLP 911 NON-SUPERVISORY UNIT**

WHEREAS, a collective bargaining agreement has been reached between representatives of Ingham County and the CCLP 911 Non-Supervisory Unit for the period January 1, 2021 through December 31, 2021; and

WHEREAS, the agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows: 1) employees hired prior to July 25, 2020 shall receive \$7,500; 2) employees hired on or after July 25, 2020 and before May 24, 2021 shall receive \$1,500; and 3) employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment; and

WHEREAS, the agreement provides that such payment is contingent upon receipt of funds through the American Rescue Plan Act as provided by the Federal Government, and payment shall be issued after receipt of the funds by the Employer; and

WHEREAS, such payment will not be included in calculating an employee's Final Average Compensation for their MERS pension; and

WHEREAS, to be eligible for this one-time lump sum payment, an employee must be a current member of the bargaining unit on the date payment is made by the Employer or have exercised an age and service or disability retirement through the date of the payout of this one-time lump sum payment; and

WHEREAS, the parties agree that any agreement entered into on behalf of retirees is due to the unique circumstances surrounding this agreement and by agreeing to such in this agreement, does not set a precedent or create any future expectations that retirees will be considered in the collective bargaining process by either the Employer or the Union; and

WHEREAS, the agreement provides that the parties can commence negotiations for 2022 beginning after July 1, 2021 upon request of either party.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the 2021 collective bargaining agreement between Ingham County and the CCLP 911 Non-Supervisory Unit.

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



**TO:** Board of Commissioners County Services & Finance Committees  
**FROM:** Sue Graham, Human Resources Director  
**DATE:** July 2, 2021  
**SUBJECT:** Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP Animal Control Officers, Veterinarian Technicians and Animal Care Specialists Unit

For the meeting agendas of July 20 and July 21

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**BACKGROUND**

A collective bargaining agreement has been reached between representatives of Ingham County and the CCLP Animal Control Officers, Veterinarian Technicians and Animal Care Specialists Unit for the period January 1, 2021 through December 31, 2021. The agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows: 1) employees hired prior to May 24, 2021 shall receive \$2,000; and 2) employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment. The one-time lump sum payment is subject to the provisions set forth in detail in the proposed resolution.

**ALTERNATIVES**

The Board of Commissioners could decline to approve the agreement.

**FINANCIAL IMPACT**

There are no negative financial impacts to Ingham County as the payment is funded through the American Rescue Plan Act.

**STRATEGIC PLAN CONSIDERATIONS**

Improvements to compensation enhance the ability of Ingham County to attract and retain exceptional candidates who value public service.

**OTHER CONSIDERATIONS**

None

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to approve the 2021 Collective Bargaining Agreement with the CCLP Animal Control Officers, Veterinarian Technicians and Animal Care Specialists Unit.



Introduced by the County Services and Finance Committees of the

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE THE 2021 COLLECTIVE BARGAINING AGREEMENT  
WITH THE CCLP ANIMAL CONTROL OFFICERS, VETERINARIAN TECHNICIANS, AND  
ANIMAL CARE SPECIALISTS UNIT**

WHEREAS, a collective bargaining agreement has been reached between representatives of Ingham County and the CCLP Animal Control Officers, Veterinarian Technicians, and Animal Care Specialists Unit for the period January 1, 2021 through December 31, 2021; and

WHEREAS, the agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows: 1) employees hired prior to May 24, 2021 shall receive \$2,000; and 2) employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment; and

WHEREAS, the agreement provides that such payment is contingent upon receipt of funds through the American Rescue Plan Act as provided by the Federal Government, and payment shall be issued after receipt of the funds by the Employer; and

WHEREAS, such payment will not be included in calculating an employee's Final Average Compensation for their MERS pension; and

WHEREAS, to be eligible for this one-time lump sum payment, an employee must be a current member of the bargaining unit on the date payment is made by the Employer or have exercised an age and service or disability retirement through the date of the payout of this one-time lump sum payment; and

WHEREAS, the parties agree that any agreement entered into on behalf of retirees is due to the unique circumstances surrounding this agreement and by agreeing to such in this agreement, does not set a precedent or create any future expectations that retirees will be considered in the collective bargaining process by either the Employer or the Union; and

WHEREAS, the agreement provides that the parties can commence negotiations for 2022 beginning after July 1, 2021 upon request of either party.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the 2021 collective bargaining agreement between Ingham County and the CCLP Animal Control Officers, Veterinarian Technicians and Animal Care Specialists Unit.

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



**TO:** Board of Commissioners County Services & Finance Committees  
**FROM:** Sue Graham, Human Resources Director  
**DATE:** July 2, 2021  
**SUBJECT:** Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP Corrections Unit

For the meeting agendas of July 20 and July 21

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**BACKGROUND**

A collective bargaining agreement has been reached between representatives of Ingham County and Ingham County Sheriff and the CCLP Corrections Unit for the period January 1, 2021 through December 31, 2021. The agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows: 1) employees hired prior to July 25, 2020 shall receive \$9,000; 2) employees hired on or after July 25, 2020 and before May 24, 2021 shall receive \$3,000; and 3) employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment. The one-time lump sum payment is subject to the provisions set forth in detail in the proposed resolution.

**ALTERNATIVES**

The Board of Commissioners could decline to approve the agreement.

**FINANCIAL IMPACT**

There are no negative financial impacts to Ingham County as the payment is funded through the American Rescue Plan Act.

**STRATEGIC PLAN CONSIDERATIONS**

Improvements to compensation enhance the ability of Ingham County to attract and retain exceptional candidates who value public service.

**OTHER CONSIDERATIONS**

None

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to approve the 2021 Collective Bargaining Agreement with the CCLP Corrections Unit.



Introduced by the County Services and Finance Committees of the

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE 2021 COLLECTIVE BARGAINING AGREEMENT  
WITH THE CCLP CORRECTIONS UNIT**

WHEREAS, a collective bargaining agreement has been reached between representatives of Ingham County, the Ingham County Sheriff, and the CCLP Corrections Unit for the period of January 1, 2021 through December 31, 2021; and

WHEREAS, the agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows: 1) employees hired prior to July 25, 2020 shall receive \$9,000; 2) employees hired on or after July 25, 2020 and before May 24, 2021 shall receive \$3,000; and 3) employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment; and

WHEREAS, the agreement provides that such payment is contingent upon receipt of funds through the American Rescue Plan Act as provided by the Federal Government and payment shall be issued after receipt of the funds by the Employer; and

WHEREAS, such payment will not be included in calculating an employee's Final Average Compensation for their MERS Pension; and

WHEREAS, to be eligible for this one-time lump sum payment, an employee must be a current member of the bargaining unit on the date payment is made by the Employer or have exercised an age and service or disability retirement through the date of the payout of this one-time lump sum payment; and

WHEREAS, the parties agree that any agreement entered into on behalf of retirees is due to the unique circumstances surrounding this agreement and by agreeing to such in this agreement, does not set a precedent or create any future expectations that retirees will be considered in the collective bargaining process by either the Employer or the Union; and

WHEREAS, the agreement provides that the parties can commence negotiations for 2022 beginning after July 1, 2021 upon request of either party.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the 2021 collective bargaining agreement between Ingham County, the Ingham County Sheriff, and the CCLP Corrections Unit.

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



**TO:** Board of Commissioners County Services & Finance Committees  
**FROM:** Sue Graham, Human Resources Director  
**DATE:** July 2, 2021  
**SUBJECT:** Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP Law Enforcement (Act 312) Unit

For the meeting agendas of July 20 and July 21

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**BACKGROUND**

A collective bargaining agreement has been reached between representatives of Ingham County and Ingham County Sheriff and the CCLP Law Enforcement (Act 312) Unit for the period January 1, 2021 through December 31, 2021. The agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows: 1) employees hired prior to July 25, 2020 shall receive \$9,000; 2) employees hired on or after July 25, 2020 and before May 24, 2021 shall receive \$3,000; and 3) employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment. The one-time lump sum payment is subject to the provisions set forth in detail in the proposed resolution.

**ALTERNATIVES**

The Board of Commissioners could decline to approve the agreement.

**FINANCIAL IMPACT**

There are no negative financial impacts to Ingham County as the payment is funded through the American Rescue Plan Act.

**STRATEGIC PLAN CONSIDERATIONS**

Improvements to compensation enhance the ability of Ingham County to attract and retain exceptional candidates who value public service.

**OTHER CONSIDERATIONS**

None

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to approve the 2021 Collective Bargaining Agreement with the CCLP Law Enforcement (Act 312) Unit.



Introduced by the County Services and Finance Committees of the

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE 2021 COLLECTIVE BARGAINING AGREEMENT  
WITH THE CCLP LAW ENFORCEMENT (ACT 312) DEPUTIES UNIT**

WHEREAS, a collective bargaining agreement has been reached between representatives of Ingham County, the Ingham County Sheriff, and the CCLP Law Enforcement (Act 312) Deputies Unit for the period January 1, 2021 through December 31, 2021; and

WHEREAS, the agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows: 1) employees hired prior to July 25, 2020 shall receive \$9,000; 2) employees hired on or after July 25, 2020 and before May 24, 2021 shall receive \$3,000; and 3) employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment; and

WHEREAS, the agreement provides that such payment is contingent upon receipt of funds through the American Rescue Plan Act as provided by the Federal Government, and payment shall be issued after receipt of the funds by the Employer; and

WHEREAS, such payment will not be included in calculating an employee's Final Average Compensation for their MERS pension; and

WHEREAS, to be eligible for this one-time lump sum payment, an employee must be a current member of the bargaining unit on the date payment is made by the Employer or have exercised an age and service or disability retirement through the date of the payout of this one-time lump sum payment; and

WHEREAS, the parties agree that any agreement entered into on behalf of retirees is due to the unique circumstances surrounding this agreement and by agreeing to such in this agreement, does not set a precedent or create any future expectations that retirees will be considered in the collective bargaining process by either the Employer or the Union; and

WHEREAS, the agreement provides that the parties can commence negotiations for 2022 beginning after July 1, 2021 upon request of either party.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the 2021 collective bargaining agreement between Ingham County, the Ingham County Sheriff, and the CCLP Law Enforcement (Act 312) Deputies Unit.

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



**TO:** Board of Commissioners County Services & Finance Committees  
**FROM:** Sue Graham, Human Resources Director  
**DATE:** July 2, 2021  
**SUBJECT:** Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP Supervisory Unit

For the meeting agendas of July 20 and July 21

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**BACKGROUND**

A collective bargaining agreement has been reached between representatives of Ingham County and Ingham County Sheriff and the CCLP Supervisory Unit for the period January 1, 2021 through December 31, 2021. The agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows: 1) employees hired prior to July 25, 2020 shall receive \$9,000; 2) employees hired on or after July 25, 2020 and before May 24, 2021 shall receive \$3,000; and 3) employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment. The one-time lump sum payment is subject to the provisions set forth in detail in the proposed resolution.

**ALTERNATIVES**

The Board of Commissioners could decline to approve the agreement.

**FINANCIAL IMPACT**

There are no negative financial impacts to Ingham County as the payment is funded through the American Rescue Plan Act.

**STRATEGIC PLAN CONSIDERATIONS**

Improvements to compensation enhance the ability of Ingham County to attract and retain exceptional candidates who value public service.

**OTHER CONSIDERATIONS**

None

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to approve the 2021 Collective Bargaining Agreement with the CCLP Supervisory Unit.



Introduced by the County Services and Finance Committees of the

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE 2021 COLLECTIVE BARGAINING AGREEMENT  
WITH THE CCLP SUPERVISORY UNIT**

WHEREAS, a collective bargaining agreement has been reached between representatives of Ingham County, the Ingham County Sheriff, and the CCLP Supervisory Unit for the period January 1, 2021 through December 31, 2021; and

WHEREAS, the agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows: 1) employees hired prior to July 25, 2020 shall receive \$9,000; 2) employees hired on or after July 25, 2020 and before May 24, 2021 shall receive \$3,000; and 3) employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment; and

WHEREAS, the agreement provides that such payment is contingent upon receipt of funds through the American Rescue Plan Act as provided by the Federal Government and payment shall be issued after receipt of the funds by the Employer; and

WHEREAS, such payment will not be included in calculating an employee's Final Average Compensation for their MERS Pension; and

WHEREAS, to be eligible for this one-time lump sum payment, an employee must be a current member of the bargaining unit on the date payment is made by the Employer or have exercised an age and service or disability retirement through the date of the payout of this one-time lump sum payment; and

WHEREAS, the parties agree that any agreement entered into on behalf of retirees is due to the unique circumstances surrounding this agreement and by agreeing to such in this agreement, does not set a precedent or create any future expectations that retirees will be considered in the collective bargaining process by either the Employer or the Union.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the 2021 collective bargaining agreement between Ingham County, the Ingham County Sheriff, and the CCLP Supervisors Unit.

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



**TO:** Board of Commissioners County Services Committee

**FROM:** Gregg Todd, Controller

**DATE:** July 1, 2021

**SUBJECT: RESOLUTION TO CREATE A DEFERRED COMPENSATION INVESTMENT COMMITTEE**

For the meeting agenda of July 20

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**BACKGROUND**

Ingham County offers three different 457(b) deferred compensation plans to our employees but participation has historically been less than desired. For many of our employees, especially those on the hybrid MERS pension plan, the County retirement and Social Security may not be enough for a financially secure retirement. Interaction between the County and our fiduciary advisors has also been lacking. Having recently contracted with Mesirow Financial Investment Management, Inc. for fiduciary advisor services, it is an appropriate time to create a Deferred Compensation Investment Committee to work with Mesirow on investment strategies and encourage our employees to participate.

**ALTERNATIVES**

Continue to rely on fiduciary advisors only with limited input from the County.

**FINANCIAL IMPACT**

No impact.

**OTHER CONSIDERATIONS**

None.

**RECOMMENDATION**

Respectfully recommend that the County Services Committee approve the resolution.



Introduced by the County Services of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO CREATE A DEFERRED COMPENSATION INVESTMENT COMMITTEE**

WHEREAS, a financially secure retirement for Ingham County employees may require more than a MERS pension and Social Security; and

WHEREAS, Ingham County offers 457(b) Public Deferred Compensation Plans to employees, which provides a pre-tax retirement investment option; and

WHEREAS, the Ingham County Board of Commissioners approved Resolution #21-188 which authorized a contract with Mesirow Financial Investment Management, Inc. to serve as fiduciary advisors for the 457(b) plans; and

WHEREAS, to aid Mesirow in developing optimal 457(b) plans for Ingham County employees, a Deferred Compensation Investment Committee is recommended; and

WHEREAS, an investment committee structure produces better decision-making processes, yielding more appropriate plan investments and more controlled fiduciary liability.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners creates a Deferred Compensation Investment Committee consisting of the County Treasurer, County Controller, Financial Services Director, and Human Resources Director.

BE IT FURTHER RESOLVED, that the Deferred Compensation Investment Committee will provide bi-annual updates to the County Services Committee on the status of the 457(b) plans.



**TO:** Board of Commissioners County Services and Finance Committees  
**FROM:** Gregg Todd, Controller  
**DATE:** June 24, 2021  
**SUBJECT: RESOLUTION TO CREATE A DIVERSITY, EQUITY AND INCLUSION DIRECTOR POSITION**  
For the meeting agendas of July 20 and 21

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**BACKGROUND**

Ingham County is addressing racism in the community by declared racism as a public health crisis through the passage of Resolution #20-254 and committing to achieving community-centered solutions to address the legacy of racial injustices faced by Black communities through the passage of Resolution #20-271 which established the Ingham County Racial Equity Taskforce RET).

Ingham County Government and our employees have long been active in Diversity, Equity, and Inclusion (DEI) activities through the Ingham County Cultural Diversity, Equity, and Inclusion Committee and Resolution #20-536, which requires all county employees to participate in the DEI training program.

The logical next step in the progression of DEI in Ingham County is to create a DEI Director position that will foster and grow the DEI work the County is doing and serve as a liaison to the community to advance the work of the RET.

**ALTERNATIVES**

Continue to address DEI in the county on an ad hoc basis.

**FINANCIAL IMPACT**

The proposed DEI Director position would be classified as MC Level 11 salary range of \$69,923.85 to \$83,930.39 and salary plus benefit range of \$130,571 to \$151,959. In 2021, we began receiving taxes on marijuana retail stores and microbusinesses through the passage of the Michigan Regulation and Taxation of Marihuana Act. Our 2021 marijuana tax revenue was \$308,015 and we find the irony of utilizing tax revenue on legalized marijuana to help address the disparities created in no small part by the incarnation of Black people for the illegal use of marijuana extremely fitting and apt. Therefore, we would propose funding the DEI Director position through marijuana tax revenue.

**OTHER CONSIDERATIONS**

None.

**RECOMMENDATION**

Respectfully recommend that the County Services and Finance Committees approve the resolution.



TO: Gregg Todd, Controller/Administrator

FROM: Joan Clous, Human Resources Specialist

DATE: June 9, 2021

RE: Memo of Analysis for the creation of a new position within the Controller's Office – DEI Director

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Regarding the creation of a new position, Human Resources can confirm the following information:

2. The newly created position of DEI Director has been determined to fall within the scope of the MC jobs and was classified at a MC Level 11 (\$69,923.85 to \$83,930.39).

***Please use this memo as acknowledgement of Human Resources' participation and analysis of your reorganization proposal. You are now ready to move forward as a discussion item and contact budget for a budget analysis.***

***If I can be of further assistance, please email or call me (887-4374).***



## **INGHAM COUNTY JOB DESCRIPTION**

### **Diversity, Equity & Inclusion Director**

#### **General Summary:**

Under the general direction of the Controller/Administrator the Diversity, Equity and Inclusion Director is responsible for coordinating and guiding efforts to define, understand, assess, foster, and cultivate diversity, equity, and inclusion efforts for Ingham County. This position will develop and oversee programs, services, initiatives, trainings, and organizational cultural realignment strategies designed to enhance workplace culture and quality of life in Ingham County. Will build relationships with LGBTQ+; immigrant and refugees; persons with disabilities, and Black, Indigenous People of Color. This position will serve as a liaison and develop diversity as an essential and core element of the mission of Ingham County. This position will implement the DEI Strategic Work Plan, develop and manage comprehensive county-wide DEI programming, and guide leadership and employees at every level of the County.

#### **Essential Functions:**

1. Researches, develops, recommends, and executes creative strategies to foster the organization's diversity goals.
2. Reviews current practices and policies, assessing and analyzing the extent to which they support or hinder the organization's diversity goals.
3. Collects and analyzes statistical data to evaluate the organization's population and workforce in accordance with diversity standards and goals.
4. Recommends training and development to aid diversity and retention initiatives.
5. Serves as organizational liaison with government agencies concerning equal employment opportunities.
6. Maintains knowledge of diversity-related issues, legislation, and best practices.
7. Provides and/or implements training and policy updates to colleagues, ensuring legal compliance by management and human resources staff.
8. Performs outreach and relationship-building with community groups/organizations and stakeholders, specifically those including protected classes. Serves as professional staff support to various committees, as assigned.
9. Assists in creating, developing, and implementing opportunities for community input events.
10. Represents Ingham County on community boards/committees and at special events, as assigned.
11. Researches and coordinates employee training events related to pertinent DEI topics.
12. Researches and presents recommendation to the Controller/Administrator/Department Heads/Court Administrators/Elected Officials regarding DEI best practices to facilitate the integration of DEI into all aspects of Ingham County operations.
13. In conjunction with Department Heads/Court Administrators/Elected Officials, cultivate a welcoming, diverse and inclusive culture throughout the county's internal and external community.
14. Maintains current knowledge of Federal, State, and local civil rights laws; principles of equal opportunity, fair housing laws, community resources, and the knowledge to make recommendations concerning the county's DEI work.
15. Possesses skill in analyzing, trending, and researching information and data, drafting reports and other documents and maintaining records and files.



**Other Functions:**

- Performs other duties as assigned.
- Must adhere to departmental standards in regard to confidentiality and other privacy issues.
- During a public health emergency, the employee may be required to perform duties similar to, but not limited, to those in his/her job description.

*(An employee in this position may be called upon to do any or all of the above tasks. These examples do not include all of the tasks which the employee may be expected to perform.)*

**Employment Qualifications:**

**Education:** Bachelor's degree in Social Science, a related field or equivalent.

**Experience:** 3 to 5 years' experience with diversity, equity and inclusion initiatives, training and other related tasks.

**Other Requirements:**

- Excellent verbal and written communication skills including proven dispute resolution skills.
- Excellent organizational skills and attention to detail.
- Strong analytical and problem-solving skills.

*(The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria)*

**Working Conditions:**

1. This position works in an indoor environment. There is no planned exposure to prominent lights, noises, odors, temperatures or weather conditions.
2. This position is required to travel for meetings and appointments.

**Physical Requirements:**

- This position requires the ability to sit, stand, walk, traverse, climb, balance, twist, bend, stoop/crouch, squat, kneel, crawl, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands or fingers.
- This position's physical requirements require little to no stamina in crawling and pinching.
- This position's physical requirements require periodic stamina in balancing, twisting, bending, stooping/crouching, squatting, and kneeling.
- This position's physical requirements require regular stamina in traversing, climbing, lifting, carrying, pushing, pulling, reaching, grasping, and handling.
- This position's physical requirements require continuous stamina in sitting, standing, walking, typing, and enduring repetitive movements of the wrists, hands or fingers.
- This position performs sedentary work requiring a negligible amount of effort in the physical requirements above.
- This position primarily requires close visual acuity to perform tasks within arm's reach such as: viewing a computer screen, using measurement devices, inspecting and assembling parts, etc.



- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.

*(This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the requirements listed above. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements.)*

***May 28, 2021  
MC***



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO CREATE A DIVERSITY, EQUITY, AND INCLUSION DIRECTOR POSITION**

WHEREAS, on June 9, 2020 the Ingham County Board of Commissioners approved Resolution #20-254 that declared racism as a public health crisis; and

WHEREAS, on June 23, 2020 the Ingham County Board of Commissioners approved Resolution #20-271 that established the Ingham County Racial Equity Taskforce; and

WHEREAS, on December 8, 2020 the Ingham County Board of Commissioners approved Resolution #20-536 requiring all Ingham County employees participate in the Diversity, Equity, and Inclusion (DEI) Training Program; and

WHEREAS, the Ingham County Commissioners recognize the need to expand and formalize the role DEI plays in Ingham County Government by creating a DEI Director position reporting to the Controller/Administrator; and

WHEREAS, the responsibilities of the DEI Director would include coordinating and guiding efforts to define, understand, assess, foster, and cultivate diversity, equity, and inclusion efforts for Ingham County, develop and oversee programs, services, initiatives, trainings, and organizational cultural realignment strategies designed to enhance workplace culture and quality of life in Ingham County; and

WHEREAS, the DEI Director position will be classified as an MC Level 11 (salary range of \$69,923.85 to \$83,930.39); and

WHEREAS, the DEI Director position will be funded through taxes on marijuana retail stores and microbusinesses through the passage of the Michigan Regulation and Taxation of Marihuana Act.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the addition creation of a DEI Director position under the direction of the Controller/Administrator.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Controller/Administrator to make the necessary budget transfers and changes to the Approved Position List as authorized by this resolution.



**TO:** Board of Commissioners County Services Committee  
**FROM:** Gregg Todd, Controller  
**DATE:** July 1, 2021  
**SUBJECT: RESOLUTION TO CREATE THE INGHAM COUNTY HOUSING TRUST FUND COMMITTEE**  
For the meeting agenda of July 20

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**BACKGROUND**

\$9,000,000 of the ARP Second Tranche Amount funds have been earmarked for a Housing Trust Fund. Given the complexities of establishing such a fund: creating policies, identifying best practices for providing low cost housing, reviewing applications, etc., creating a housing trust fund committee is going to be critical to ensure success.

The proposed makeup of the committee would be:

- County Services Committee Chair
- County Treasurer
- Land Bank Executive Director
- Representative from the Racial Equity Taskforce
- County Controller
- Two county citizens

**ALTERNATIVES**

Utilize the Land Bank or another non-profit housing organization.

**FINANCIAL IMPACT**

There would be no cost in establishing the committee; the Housing Trust Fund funding would be through the ARP.

**OTHER CONSIDERATIONS**

None.

**RECOMMENDATION**

Respectfully recommend that the County Services Committee approve the resolution.



Introduced by the County Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO CREATE THE INGHAM COUNTY HOUSING TRUST FUND COMMITTEE**

WHEREAS, affordable housing is an obstacle to home ownership for many residents of Ingham County; and

WHEREAS, the latest U.S. Census data shows the owner-occupied housing unit rate in Ingham County is 58.5%, which is 5.5% below the national average; and

WHEREAS, the U.S. Census data also shows owner-occupied housing rates for the City of Lansing is 50.6%, which is 13.4% below the national average; and

WHEREAS, the Urban Institute lists three main factors as barriers to home ownership:

- 1) Down Payments
- 2) Credit Scores
- 3) Affordability; and

WHEREAS, an eligible use of American Rescue Plan (ARP) funds is to build stronger communities through investments in housing and neighborhoods including the investment in affordable housing development to increase the supply of affordable and high-quality living units; and

WHEREAS, the Ingham County Board of Commissioners has tentatively identified \$9,000,000 from the Second Tranche of ARP funds to develop a Housing Trust Fund; and

WHEREAS, the ARP Second Tranche Amount is scheduled to be received in May of 2022; and

WHEREAS, developing goals, objectives, funding parameters, eligibility requirements, and other policies and procedures required to successfully implement the Housing Trust Fund will require the timely establishment of a committee of county and local leaders.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby establishes the Ingham County Housing Trust Fund Committee consisting of seven members: the County Services Committee Chair, the Ingham County Treasurer, the Ingham County Land Bank Executive Director, a representative from the Racial Equity Taskforce, the County Controller, and two county residents.

BE IT FURTHER RESOLVED, that the Ingham County Housing Trust Fund Committee will develop policies and procedures for the implementation of the Housing Trust Fund to ensure fair and equitable access to the fund and to ensure compliance with the ARP rules and regulations.



**TO:** County Services and Finance Committees

**FROM:** Teri Morton, Deputy Controller

**DATE:** July 2, 2021

**SUBJECT:** Bond Resolution: Capital Improvements Bond, Series 2021

For the meeting agendas of July 20 and 21

**BACKGROUND**

The 2021 budget included a recommendation to fund some major capital projects through the issuance of debt. The projects, listed below, have a total estimated cost of \$2.86 million.

- Mason Courthouse Clock Tower Repairs - \$1,630,000
- Mason Annex Building Demolition - \$205,000
- VMC/GPB Fire Alarm Panel Replacement - \$560,000
- VMC/GPB Access Control System Upgrade - \$105,000
- Mason Hilliard & Courthouse Tunnel Remediation Improvements - \$255,000
- Mason Courthouse – Door Entrances Security Upgrades - \$105,000

The total bond requested is \$3.2 million, which includes funding for a project manager to oversee these projects and the related bond financing costs.

**FINANCIAL IMPACT**

The last debt payment for the Grady Porter Building will be paid off in 2021, which will free up around \$840,000 in general fund dollars beginning in 2022. This debt will be financed over five years, with the first payment to be made in 2022. Principle and interest payments of approximately \$655,000 are anticipated through 2026.

**OTHER CONSIDERATIONS**

The Resolution of Intent to Authorize Publication of Notice of Intent and to Declare Intent to Reimburse was passed by the Board of Commissioners on February 23, 2021 (R21-091).

**RECOMMENDATION**

I respectfully recommend approval of the resolution.



**BOND RESOLUTION**

**Capital Improvement Bonds, Series 2021**

**RESOLUTION # 21-\_\_**

At a regular meeting of the Board of Commissioners of the County of Ingham, Michigan, held on the 27th of July, 2021, at 6:30 p.m., Michigan time.

PRESENT: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was offered by Commissioner \_\_\_\_\_ and seconded by Commissioner \_\_\_\_\_.

WHEREAS, the Board of Commissioners of the County (the "Board") does hereby determine that it is necessary to finance part of the cost of County of Ingham, Michigan (the "County") capital improvements including, but not limited to (i) repair of the County Courthouse Clock Tower, (ii) demolition of the County Annex Building, (iii) acquisition, installation, replacement and upgrade of the Veterans Memorial Courthouse and Grady Porter Building fire alarm panels and access control systems, (iv) tunnel remediation improvements between the County Hilliard Building and County Courthouse, (v) acquisition, installation, replacement and upgrade of the security door entrances to the County Courthouse, and (vi) other improvements, costs and expenses related to the County's 2021 Improvement Program (collectively, the "Project"); and

WHEREAS, the cost of the Project is estimated not to exceed \$3,200,000; and

WHEREAS, the Board has determined to issue bonds and to use the proceeds of the sale of the bonds to finance part of the cost of the Project.



THEREFORE, BE IT RESOLVED by the Board as follows:

1. AUTHORIZATION OF BONDS-- PURPOSE. Bonds of the County in the principal amount of not to exceed \$3,200,000 shall be issued and sold for the purpose of defraying part of the cost of the Project, including the cost of issuing the bonds.

2. BOND DETAILS. The bonds shall be designated "Capital Improvement Bonds, Series 2021"; shall be dated their date of delivery or such other date determined upon the sale thereof determined by order of the County Clerk or the County Controller/Administrator (in either case the "Authorized Officer"); shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof; shall bear interest at a rate or rates not exceeding 4.00% per annum to be determined upon the sale thereof payable on May 1, 2022 or such other date as determined by order of the Authorized Officer, and semiannually thereafter on the first day of November and May in each year; and shall mature on May 1 in each of the following years:



<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2022	\$620,000	2025	\$650,000
2023	635,000	2026	655,000
2024	640,000		

If the original purchaser shall designate certain of the bonds as term bonds, the maturities set forth above shall become mandatory redemption requirements in accordance with the provisions of Section 6 and the form of bond set forth in Section 11.

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

3. METHOD OF SALE. The County shall sell the bonds at not less than 99% nor more than 110% of their par value and accrued interest in accordance with the laws of the State of Michigan. The Authorized Officer is authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the bonds in accordance with the provisions of this Bond Resolution. The Authorized Officer is authorized to make filings with the Department of Treasury of the State of Michigan as may be required by law or which may be deemed appropriate. The County shall receive bids for the purchase of the bonds after publication of the Notice of Sale substantially in the form set forth in Section 25 hereof with such changes as shall be approved by the Authorized Officer.

4. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the bonds to the bond registrar and paying agent as they severally mature. Interest shall be paid to the registered owner of each bond as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address.

5. BOOK-ENTRY SYSTEM. Initially, one fully-registered bond for each maturity, in the aggregate amount of such maturity, shall be issued in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC") for the benefit of other parties (the "Participants") in the book-entry-only transfer system



of DTC. In the event the County determines that it is in the best interest of the County not to continue the book-entry system of transfer or that the interests of the holders of the bonds might be adversely affected if the book-entry system of transfer is continued, the County may notify DTC and the bond registrar and paying agent, whereupon DTC will notify the Participants of the availability through DTC of bond certificates. In such event, the bond registrar and paying agent shall deliver, transfer and exchange bond certificates as requested by DTC and any Participant or "beneficial owner" in appropriate amounts in accordance with this Bond Resolution. DTC may determine to discontinue providing its services with respect to the bonds at any time by giving notice to the County and the bond registrar and paying agent and discharging its responsibilities with respect thereto under applicable law or the County may determine that DTC is incapable of discharging its duties and may so advise DTC. In either such event, the County shall use reasonable efforts to locate another securities depository. Under such circumstances (if there is no successor securities depository), the County and the bond registrar and paying agent shall be obligated to deliver bond certificates in accordance with the procedures established by this Bond Resolution. In the event bond certificates are issued, the provisions of this Bond Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the County and the bond registrar and paying agent to do so, the County and the bond registrar and paying agent shall cooperate with DTC in taking appropriate action after reasonable notice to make available one or more separate certificates evidencing the bonds to any Participant having bonds credited to its DTC account or to arrange for another securities depository to maintain custody of certificates evidencing the bonds.

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

6. MANDATORY PRIOR REDEMPTION. If any of the bonds are designated by the original purchaser as term bonds such bonds shall be subject to mandatory prior redemption at par and accrued interest in



accordance with the maturity schedule set forth in Section 2 hereof and upon the terms and conditions set forth in the form of bonds contained in Section 11 hereof. The bonds to be redeemed shall be selected by lot.

7. NO OPTIONAL REDEMPTION. The bonds shall not be subject to optional redemption prior to maturity.

8. BOND REGISTRAR AND PAYING AGENT. The Authorized Officer shall designate, and may enter into an agreement with, a bond registrar and paying agent for the bonds that shall be a bank or trust company located in the State of Michigan that is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Authorized Officer may from time to time as required designate a similarly qualified successor bond registrar and paying agent. Alternatively, the County Treasurer may serve as bond registrar and paying agent for the bonds if the Authorized Officer determines it is in the best interest of the County.

9. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The bonds shall be executed in the name of the County by the manual or facsimile signatures of the Chairperson of the Board and the County Clerk and authenticated by the manual signature of the bond registrar and paying agent or an authorized representative of the bond registrar and paying agent, and the seal of the County (or a facsimile thereof) shall be impressed or imprinted on the bonds. After the bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the County Treasurer to the purchaser upon receipt of the purchase price. Additional bonds bearing the facsimile signatures of the Chairperson of the Board and the County Clerk and upon which the seal of the County (or a facsimile thereof) is impressed or imprinted may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of bonds. The bond registrar and paying agent shall indicate on each bond the date of its authentication.

10. EXCHANGE AND TRANSFER OF BONDS. Any bond, at the option of the registered owner thereof and upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or its duly authorized attorney, may be exchanged for bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered bond.



Each bond shall be transferable only upon the books of the County, which shall be kept for that purpose by the bond registrar and paying agent, upon surrender of such bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or its duly authorized attorney.

Upon the exchange or transfer of any bond, the bond registrar and paying agent on behalf of the County shall cancel the surrendered bond and shall authenticate and deliver to the transferee a new bond or bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered bond. If, at the time the bond registrar and paying agent authenticates and delivers a new bond pursuant to this section, payment of interest on the bonds is in default, the bond registrar and paying agent shall endorse upon the new bond the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is [insert applicable date]."

The County and the bond registrar and paying agent may deem and treat the person in whose name any bond shall be registered upon the books of the County as the absolute owner of such bond, whether such bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such bond and for all other purposes, and all payments made to any such registered owner, or upon its order, in accordance with the provisions of Section 4 of this Bond Resolution shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid, and neither the County nor the bond registrar and paying agent shall be affected by any notice to the contrary. The County agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating the registered owner.

For every exchange or transfer of a bond, the County or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

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

11. FORM OF BONDS. The bonds shall be in substantially the following form, with such changes thereto as approved by the Authorized Officer within the parameters of this Bond Resolution:



R-\_\_\_

UNITED STATES OF AMERICA  
STATE OF MICHIGAN

COUNTY OF INGHAM

CAPITAL IMPROVEMENT BOND, SERIES 2021

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
%	_____ 1, 20__	_____, 2021	

Registered Owner:

Principal Amount:

The County of Ingham, State of Michigan (the "County"), acknowledges itself indebted to and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the maturity date specified above, [unless redeemed prior thereto] as hereinafter provided, upon presentation and surrender of this bond at the [principal][corporate][designated] trust office of \_\_\_\_\_, \_\_\_\_\_, Michigan, the bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolution (as hereafter defined), and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15<sup>th</sup> day of the calendar month preceding the month in which an interest payment is due, by check or draft drawn upon and mailed by the bond registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount until the County's obligation with respect to the payment of such Principal Amount is discharged, at the rate per annum specified above. Interest is payable on the first day of May and November in each year, commencing [May 1, 2022]. Principal and interest are payable in lawful money of the United States of America. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

This bond is one of a series of bonds aggregating the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) issued by the County under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act No. 34, Public Acts of Michigan, 2001, as amended) and a bond authorizing resolution adopted by the Board of Commissioners of the County (the "Resolution") for the purpose of defraying part of the cost of County capital improvements including, but not limited to (i) repair of the County Courthouse Clock Tower, (ii) demolition of the County Annex Building, (iii) acquisition, installation, replacement and upgrade of the Veterans Memorial Courthouse and Grady Porter Building fire alarm panels and access control systems, (iv) tunnel remediation improvements between the County Hilliard Building and County Courthouse, (v) acquisition, installation, replacement and upgrade of the security door entrances to the County Courthouse, and (vi) other improvements, costs and expenses related to the County's 2021 Improvement Program (collectively, the "Project").



The County has irrevocably pledged its full faith and credit for the prompt payment of the principal of and interest on this bond as the same become due. The principal of and interest on this bond are payable as a first budget obligation of the County from its general funds. The ability of the County to raise such funds is subject to applicable constitutional and statutory limitations on the taxing power of the County. The amount of taxes necessary to pay the principal of and interest on the bonds of this series, together with the taxes levied for the same year, shall not exceed the limit authorized by law.

This bond is transferable, as provided in the Resolution, only upon the books of the County kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or its attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

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

#### MANDATORY PRIOR REDEMPTION

Bonds maturing in the year \_\_\_\_ are subject to mandatory prior redemption at par and accrued interest as follows:

<u>Redemption Date</u>	<u>Principal Amount of Bonds to be Redeemed</u>
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#### (REPEAT IF MORE THAN ONE TERM BOND)

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

#### NO OPTIONAL REDEMPTION

The bonds are not subject to optional redemption prior to maturity.

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

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of the County, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.



IN WITNESS WHEREOF, the County of Ingham, Michigan, by its Board of Commissioners, has caused this bond to be executed in its name by manual or facsimile signatures of its Chairperson of the Board of Commissioners and County Clerk and its seal (or a facsimile thereof) to be impressed or imprinted hereon. This bond shall not be valid unless the Certificate of Authentication has been manually executed by the bond registrar and paying agent or an authorized representative of the bond registrar and paying agent.

COUNTY OF INGHAM

By: \_\_\_\_\_  
Chairperson, Board of Commissioners

(SEAL)

And: \_\_\_\_\_  
Clerk



CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Resolution.

\_\_\_\_\_,  
Bond Registrar and Paying Agent

By: \_\_\_\_\_  
Authorized Representative

AUTHENTICATION DATE:



## ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ (please print or type name, address and taxpayer identification number of transferee) the within bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

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



12.        DEBT SERVICE FUND. There shall be established for the bonds a debt service fund which shall be kept in a separate bank account. From the proceeds of the sale of the bonds there shall be set aside in the debt service fund any accrued interest received from the original purchaser of the bond at the time of delivery of the bonds. Premium, if any, shall be set aside in either the debt service fund or the construction fund established in Section 13 as directed by an Authorized Officer. Funds of the County to be used to pay the principal and interest on the bond when due shall be placed in the debt service fund and so long as principal or interest on the bonds shall remain unpaid, no moneys shall be withdrawn from such debt service fund except to pay principal and interest on the bonds.

13.        CONSTRUCTION FUND. The remainder of the proceeds of the sale of the bonds shall be set aside in a construction fund and used solely to defray the cost of the Project, including any engineering, legal and other expenses incidental thereto. Any unexpended balance of the proceeds of the sale of the bonds remaining in the construction fund after completion of the Project shall be deposited in the debt service fund established in Section 12 hereof.

14.        DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity, the principal of, premium if any, and interest on the bonds or any portion of the bonds, shall have been deposited in trust, this Bond Resolution shall be defeased with respect to such bonds and the owners of the bonds shall have no further rights under this Bond Resolution except to receive payment of the principal of, premium if any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein.

15.        PLEDGE OF FULL FAITH AND CREDIT. The full faith and credit of the County are pledged hereby to the payment of the principal and interest on the bonds authorized by this Bond Resolution. Each year the County shall include in its budget as a first budget obligation an amount sufficient to pay such principal and interest as the same shall become due. The ability of the County to raise such funds is subject to applicable constitutional and statutory limitations on the taxing power of the County. The amount of taxes necessary to pay



the principal of and interest on the bonds, together with the taxes levied for the same year, shall not exceed the limit authorized by law.

16. ESTIMATES OF PERIOD OF USEFULNESS AND COST. The estimate of not to exceed \$3,200,000 as the cost of the Project and of five (5) years and upwards as the period of usefulness thereof, as submitted to the Board, are approved and adopted.

17. TAX COVENANT. The County covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") necessary to assure that the interest on the bonds will be and will remain excludable from gross income for federal income tax purposes.

18. NOT QUALIFIED TAX-EXEMPT OBLIGATIONS. The bonds are not "Qualified Tax-Exempt Obligations" as described in Section 265(b)(3)(B) of the Code.

19. REPLACEMENT OF BONDS. Upon receipt by the County Treasurer of proof of ownership of an unmatured bond, of satisfactory evidence that the bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the County Treasurer, the County Treasurer may authorize the bond registrar and paying agent to deliver a new executed bond to replace the bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured bond is lost, apparently destroyed or wrongfully taken, the County Treasurer may authorize the bond registrar and paying agent to pay the bond without presentation upon the receipt of the same documentation required for the delivery of a replacement bond. The bond registrar and paying agent, for each new bond delivered or paid without presentation as provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the County in the premises. Any bond delivered pursuant to the provisions of this Section 19 in lieu of any bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the bond in substitution for which such bond was delivered.

20. APPROVAL OF MICHIGAN DEPARTMENT OF TREASURY. The issuance and sale of the bonds is subject to approval being granted therefor by the Department of Treasury of the State of Michigan in accordance with Act No. 34, Public Acts of Michigan, 2001, as amended, if the County is unable to obtain qualified status from the Department of Treasury. The Authorized Officer or the Chairperson of the Board is hereby authorized to file with the Department of Treasury, if necessary, an application for approval with respect



to the bonds and pay such fees and request such waivers and exemptions as may be necessary or desirable in connection with the filing.

21. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS. The Chairperson of the Board, the County Clerk, the County Treasurer, the County Controller/Administrator and all other officials of the County are also authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer and exchange of bonds in accordance with this Bond Resolution. The County shall receive bids for the purchase of the bonds after publication of the Notice of Sale substantially in the form set forth in Section 25 hereof which such changes as shall be approved by the Authorized Officer.

22. INVESTMENT OF MONEYS. Moneys in the Construction Fund and the Debt Service Fund may be invested in United States government obligations or obligations the principal of and interest on which are guaranteed by the United States government or in interest bearing time deposits. Any money so invested shall be in obligations or deposits maturing prior to the estimated date that such moneys will be needed for the purposes of the fund in which such moneys invested have been deposited.

23. OFFICIAL STATEMENT. The Authorized Officer is hereby authorized to cause the preparation of an official statement for the bonds for purposes of compliance with Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended (the "Rule") and to do all other things necessary to comply with the Rule. After the award of the bonds, the County will provide copies of a "final official statement" (as defined in paragraph (e)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the winning bidder or bidders to enable such bidder or bidders to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. The Authorized Officer is authorized to enter into such agreements as may be required to enable the purchasers to comply with the Rule.

24. CONTINUING DISCLOSURE. The County Controller/Administrator and the County Treasurer have each been authorized severally and jointly to execute and deliver in the name of and on behalf of the County (i) a certificate of the County to comply with the requirement for a continuing disclosure undertaking of the County pursuant to subsection (b)(5) of the Rule and (ii) amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The County has covenanted and agreed that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The remedies for any



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

25.        NOTICE OF SALE. The Notice of Sale for the bonds shall be published in accordance with law in a publication to be selected by the Authorized Officer and shall be in substantially the following form with such changes as shall be approved by the Authorized Officer.



## OFFICIAL NOTICE OF SALE

\$3,200,000\*

\*(subject to adjustment as described below)

### COUNTY OF INGHAM, STATE OF MICHIGAN CAPITAL IMPROVEMENT BONDS, SERIES 2021

SEALED BIDS for the purchase of the above bonds will be received by an agent of the undersigned by the Municipal Advisory Council of Michigan (the "MAC") until \_\_\_\_\_ a.m., Eastern Daylight Time, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, at which time said bids will be publicly opened and read. Signed bids may be submitted to the MAC by email only at [munibids@macmi.com](mailto:munibids@macmi.com), but no bid will be received after the time for receiving bids specified above and the bidder bears all risks of transmission failure.

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

BOND DETAILS: The bonds will be fully registered bonds of the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof, dated the date of their delivery, and will bear interest from their date payable on May 1, 2022, and semi-annually thereafter.

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

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2022	\$620,000	2025	\$650,000
2023	635,000	2026	655,000
2024	640,000		

TERM BOND OPTION: The winning bidder of the bonds may designate any one or more maturities as term bonds and the consecutive maturities which shall be aggregated in the term bonds. Any such designation must be made within 24 hours of the sale.

#### PRIOR REDEMPTION:

A. MANDATORY REDEMPTION. Bonds designated as term bonds shall be subject to mandatory redemption at par and accrued interest on the dates and in the amounts corresponding to the annual principal maturities hereinbefore set forth. The bonds or portions of bonds to be redeemed shall be selected by lot.

B. NO OPTIONAL REDEMPTION. The bonds are not subject to optional redemption prior to maturity.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at a rate or rates not exceeding 4.00% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/100 of 1%, or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. The interest rate borne by bonds maturing in any one year shall not be less than the interest rate borne by bonds maturing in the preceding year. The difference between the highest and lowest interest rates on the bonds shall not exceed two percentage points. No proposal for the purchase of less than all of the bonds or



at a price less than 99% nor more than 110% of their par value will be considered. The true interest cost on the bonds shall not exceed 4.00%.

**BOOK-ENTRY-ONLY:** The bonds will be issued in book-entry-only form as one fully-registered bond per maturity and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of \$5,000 or any integral multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. The book-entry-only system is described further in the preliminary official statement for the bonds.

**BOND REGISTRAR AND PAYING AGENT:** The bonds shall be payable as to principal in lawful money of the United States upon surrender thereof at the [principal][corporate][designated] trust office of \_\_\_\_\_, \_\_\_\_\_, Michigan the bond registrar and paying agent. Interest shall be paid to the registered owner of each bond as shown on the registration books at the close of business on the 15<sup>th</sup> day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address. As long as DTC, or its nominee Cede & Co., is the registered owner of the bonds, payments will be made directly to such registered owner. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the bonds is the responsibility of DTC participants and indirect participants as described in the preliminary official statement for the bonds. The County from time to time as required may designate a successor bond registrar and paying agent.

**PURPOSE AND SECURITY:** The bonds are to be issued pursuant to the provisions of Act 34, Public Acts of Michigan, 2001, as amended, to defray all or part of County capital improvements including, but not limited to (i) repair of the County Courthouse Clock Tower, (ii) demolition of the County Annex Building, (iii) acquisition, installation, replacement and upgrade of the Veterans Memorial Courthouse and Grady Porter Building fire alarm panels and access control systems, (iv) tunnel remediation improvements between the County Hilliard Building and County Courthouse, (v) acquisition, installation, replacement and upgrade of the security door entrances to the County Courthouse, and (vi) other improvements, costs and expenses related to the County's 2021 Improvement Program (collectively, the "Project"). The full faith and credit of the County have been irrevocably pledged to the prompt payment of the principal of and interest on the bonds. The ability of the County to raise such funds is subject to applicable constitutional and statutory limitations on the taxing power of the County. The amount of taxes necessary to pay the principal of and interest on the bonds of this series, together with the taxes levied for the same year, shall not exceed the limit authorized by law.

**ADJUSTMENT IN PRINCIPAL AMOUNT:** Following receipt of bids and prior to final award, the County reserves the right to decrease the principal amount of the bonds. Such adjustment, if necessary, will be made in increments of \$5,000, and may be made in one or more maturities. The purchase price will be adjusted proportionately to the decrease in the principal amount of the bonds, but the interest rates specified by the winning bidder will not change. The winning bidder may not withdraw its bid as a result of any changes made as provided in this paragraph.

**AWARD OF BONDS:** The bonds will be awarded to the bidder whose bid produces the lowest true interest cost to the County. True interest cost shall be computed by determining the annual interest rate (compounded semiannually) necessary to discount the debt service payments on the bonds from the payment dates thereof to \_\_\_\_\_, 2021, and to the price bid.

**LEGAL OPINION:** Bids shall be conditioned upon the approving opinion of Dickinson Wright PLLC, attorneys of Lansing, Michigan, Bond Counsel, the original of which will be furnished without expense to the purchaser at the delivery of the bonds. The fees of Dickinson Wright PLLC for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to



issue its approving opinion as to the validity of the bonds, Dickinson Wright PLLC has made no inquiry as to any financial information, statements or material contained in any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds and, accordingly, will not express any opinion with respect to the accuracy or completeness of any such financial information, statements or materials.

**TAX MATTERS:** The approving opinion will include an opinion to the effect that under existing law as enacted and construed on the date of the initial delivery of the bonds, the interest on the bonds is excluded from gross income for federal income tax purposes. Interest on the bonds is not an item of tax preference for purposes of the federal alternative minimum tax. The opinion set forth above will be subject to the condition that the County comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the bonds in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the bonds to be included in gross income retroactive to the date of issuance of the bonds. The County has covenanted to comply with all such requirements. The opinion will express no opinion regarding other federal tax consequences arising with respect to the bonds.

The County has not designated the bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.

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

In addition, the approving opinion will include an opinion to the effect that under existing law as enacted and construed on the date of the initial delivery of the bonds, the bonds and the interest thereon are exempt from all taxation by the State of Michigan or a political subdivision thereof, except estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

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

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

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

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

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



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

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

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

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

The County acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the bonds.

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



party to such retail distribution agreement to comply with the hold-the-offering-price rule if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

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

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

**CUSIP:** CUSIP numbers will be imprinted on all bonds of this issue at the County's expense. Neither the failure to print numbers nor an improperly printed number shall constitute cause for the purchaser to refuse to accept delivery. The purchaser shall be responsible for requesting assignment of numbers and for payment of any charges for the assignment of numbers.

**OFFICIAL STATEMENT:** A copy of the County's official statement relating to the bonds may be obtained by contacting PFM Financial Advisors LLC at the address referred to below. The official statement is in a form deemed final by the County for purposes of paragraph (b)(1) of SEC Rule 15c2-12 (the "Rule"), but is subject to revision, amendment and completion in a final official statement.

After the award of the bonds, the County will provide on a timely basis 50 copies of a final official statement, as that term is defined in paragraph (f)(3) of the Rule, at the County's expense to enable the winning bidder or bidders to comply with paragraphs (b)(3) and (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. Requests for such additional copies of the final official statement shall be made to PFM Financial Advisors LLC at the address set forth below within 24 hours of the award of the bonds.

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



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

DELIVERY OF BONDS: The County will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC, New York, New York. The usual closing documents, including a continuing disclosure certificate and a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of the delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, Eastern Daylight Time, on the 45<sup>th</sup> day following the date of sale, or the first business day thereafter if said 45<sup>th</sup> day is not a business day, the winning bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned, in which event the County shall return the good faith deposit. Payment for the bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery.

REGISTERED MUNICIPAL ADVISORS: Further information regarding the bonds may be obtained from PFM Financial Advisors LLC, 555 Briarwood Circle, Suite 333, Ann Arbor, Michigan 48108, Telephone (734) 994-9700, Fax (734) 994-9710, municipal advisor to the County.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES containing the bids should be plainly marked "Proposal for Bonds."

Gregg A. Todd  
County Controller/Administrator  
County of Ingham



26.        CONFLICTING RESOLUTIONS. All resolutions and parts of resolutions, insofar as they are

in conflict herewith, are rescinded.

YEAS:

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NAYS:

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ABSENT:

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RESOLUTION DECLARED ADOPTED.



STATE OF MICHIGAN                    )  
  )ss  
COUNTY OF INGHAM                 )

I, the undersigned, the Clerk of the County of Ingham, Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted at a regular meeting of the Board of Commissioners of said County held on the 27th day of July, 2021, the original of which resolution is on file in my office. I further certify that notice of said meeting was given in accordance with the provisions of the Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this \_\_\_\_ day of July, 2021.

\_\_\_\_\_  
Clerk, County of Ingham



Introduced by the County Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO CONDEMN THE CHEBOYGAN COUNTY BOARD OF COMMISSIONERS  
FOR FURTHERING ELECTION FALSEHOODS**

WHEREAS, Cheboygan County is a beautiful and scenic county in the northern lower peninsula of the State of Michigan; and

WHEREAS, residents of Ingham County and elsewhere routinely make Cheboygan County a vacation destination, patronizing local businesses, restaurants, and retail establishments; and

WHEREAS, the Cheboygan Board of Commissioners has repeatedly questioned the results of the November 2020 general election in Michigan; and

WHEREAS, the Cheboygan Board of Commissioners has called for an audit of the November 2020 general election in the style of the ongoing audit in Maricopa County, Arizona; and

WHEREAS, the results of the November 2020 general election have been canvassed and confirmed; and

WHEREAS, the results of the November 2020 general election have been certified and confirmed; and

WHEREAS, the results of the November 2020 general election have been audited and confirmed; and

WHEREAS, a risk-limiting audit of the November 2020 general election has been conducted and the results confirmed; and

WHEREAS, furthering falsehoods that the election was fraudulent is irresponsible, a waste of taxpayer resources, and dangerous political propaganda.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners condemns the words and actions of the Cheboygan County Board of Commissioners.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners demands that the Cheboygan County Board of Commissioners retract their previous statements of opinion and reaffirm unequivocally, that the November 2020 general election results, as reported are true and accurate.

BE IT FURTHER RESOLVED, that until such retractions and reaffirmations are made, the Ingham County Board of Commissioners believes the Cheboygan County Board of Commissioners is drawing negative attention to their area as we all collectively attempt to revive our economy in the State of Michigan.

BE IT FURTHER RESOLVED, that this resolution shall be transmitted to the Cheboygan County Board of Commissioners and the Cheboygan Area Chamber of Commerce.



**TO:** Board of Commissioners County Services Committee  
**FROM:** Becky Bennett, Director, Board of Commissioners' Office  
**DATE:** July 6, 2021  
**SUBJECT:** Request for a Step Increase for Controller/Administrator

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The Controller/Administrator is eligible for a step increase on his anniversary date which is August 17, 2021. Section B.2 of the *Managerial and Confidential Employee Personnel Manual* sets forth rules for application of step increases in compensation for employees subject to provisions of the *Manual*. Current language in the *Manual* requires that employees not at the top step of the salary range for their classification may be considered for a step increase upon approval of an immediate supervisor. However, step increases for several cited positions are subject to approval of a presiding Judge or liaison committee of the Board of Commissioners.

The Controller/Administrator is eligible to receive a step increase from Grade MCF 19 Step 1 (\$127,967.21) to MCF 19 Step 2 (\$133,945.35), a difference of \$5,978.14. The cost of this step increase is included within the 2021 budget for the Controller's Office. In accordance with the *Managerial and Confidential Employee Personnel Manual*, this request for a step increase is before you for your approval.

If you have any questions, feel free to contact me.