THE FINANCE COMMITTEE WILL MEET ON WEDNESDAY, JUNE 6, 2018 AT 6:00 P.M., IN THE PERSONNEL CONFERENCE ROOM (D & E), HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

Agenda

Call to Order
Approval of the May 16, 2018 Minutes
Additions to the Agenda
Limited Public Comment

1. Clerk’s Office – Resolution to Adopt a Marriage License Correction Fee

2. Sheriff’s Office
   a. Resolution to Authorize the Ingham County Sheriff’s Office to Sell One Used Patrol Vehicle to the Ingham Intermediate School District
   b. Resolution to Authorize a Purchase Order to Premier Custom Trailers, LLC

3. Treasurer’s Office
   a. Resolution to Increase Imprest Cash for the Potter Park Zoo
   b. Resolution Amending Resolution 12-368, Approving the Establishment of a Property Assessed Clean Energy (PACE) Program

4. Community Corrections
   a. Resolution to Authorize a Contract with the City of Lansing for an Allocation of Funds to Ingham County/City of Lansing Community Corrections for the City 2018-2019 Fiscal Year
   b. Resolution to Authorize Submission of a Grant Application and a Contract with the Michigan Department of Corrections for Ingham County/City of Lansing Community Corrections and Program Subcontracts for FY 2018-2019

5. Animal Control – Resolution to Accept a Grant from the Banfield Foundation to Purchase Surgery and Exam Lights for the New Animal Shelter

6. 9-1-1 Dispatch Center – Resolution to Authorize Software Support Agreement with Tritech for the Computer Aided Dispatch (CAD) System

7. Facilities – Resolution to Extend the Current Tri-County Office on Aging (TCOA) Lease Agreement
8. **Health Department** – Resolution to Enter Agreement with AGS Data, LLC

9. **Parks Department** – Resolution to Approve the Application Form, Scoring Criteria for the Trails and Parks Millage, and Declaring a **Fourth Round of Applications** for the Trails and Parks Millage

10. **Community Agencies** – Resolution Approving Criteria for Evaluating **2019 Applications** for Community Agency Funding

11. **Road Department**
   a. Resolution to Authorize an Agreement for **Architectural Design** and Engineering Services
   b. Resolution to Approve a Professional Engineering Services Contract for the **Okemos Road Bridge Replacement** - Environmental Assessment and Programmatic Section 4(f) Evaluation Project
   c. Resolution to Approve Purchase of a **Highway Easement** for the Jolly-Okemos Project
   d. Resolution to Authorize Contracts with Michigan Paving & Materials Company for Items I through III of Bid Packet #116-18 **Recycling & Resurfacing** of Various County Primary Roads
   e. Resolution to Authorize **Adjustment** to the 2018 County Road Fund Budget

**Announcements**

**Public Comment**

**Adjournment**

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**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.
FINANCE COMMITTEE  
May 16, 2018 
Draft Minutes 

Members Present: Grebner, Crenshaw, Anthony, Louney, and Tennis.  

Members Absent: Koenig and Schafer  

Others Present: Shanna Messner, Alan Fox, Tim Morgan, Rick Terrill, Michael Townsend, Lindsey LaForte, and others.  

The meeting was called to order by Chairperson Grebner at 6:01 p.m. in Conference Room D & E of the Human Services Building, 5303 South Cedar Street, Lansing, Michigan.  

Approval of the May 2, 2018 Meeting Minutes  

WITHOUT OBJECTION, CHAIRPERSON GREBNER RECOGNIZED THAT THE MAY 2, 2018 FINANCE COMMITTEE MEETING MINUTES WERE APPROVED AS PRESENTED. Absent: Commissioners Koenig and Schafer.  

Additions to the Agenda –  

None.  

Amendments –  

5. Health Department  
   b. Resolution to Establish 340B Pharmacy Coordinator Position  

Without objection, Chairperson Grebner stated that the resolution would be amended as follows:  

WHEREAS, the 340B Pharmacy Coordinator position would be classified as an ICEA County Professional Grade 07 ($52,121.19 – 62,569.90) or 08 ($56,844.49 – $68,240.39), and the cost of the position shall be covered through 340B program savings; and  

WHEREAS, the Community Health Center Board of Directors supports the establishment of the 340B Pharmacy Coordinator Position; and  

WHEREAS, the Health Officer supports the establishment of the 340B Pharmacy Coordinator Position.  

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the establishment of the 340B Pharmacy Coordinator position as part of ICHD as a ICEA County Professional Grade 07 ($52,121.19 – 62,569.90) or 08 ($56,844.49 – $68,240.39).
Limited Public Comment

Shanna Messner, Friends of the Ingham County Parks, stated that she was before the Committee to show her support for the Park Patron Program. She further stated that this program was voluntary and allowed residents to show their pride for the parks.

Ms. Messner stated that she thanked the Committee for their support.

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

1. **Treasurer’s Office** – Quarterly Investment Report for December 31, 2017

2. **Homeland Security and Emergency Management** – Resolution to Apply for State Disaster Contingency Fund Grants under P.A. 390 Section 19

3. **LOFT Committee** – Resolution to Authorize Three Year Contracts for Westlaw Electronic Law Library, Patron Access and Clear Access for Various Ingham County Departments, Offices and Courts

4. **Parks Department** – Resolution to Authorize a Voluntary Park Patron Optional Decal – Fundraising Program

5. **Health Department**
   a. Resolution to Convert the Vacant Lead Social Worker Position to Medical Social Worker
   b. Resolution to Establish 340B Pharmacy Coordinator Position

6. **Facilities Department**
   a. Resolution to Authorize a Service Warranty Renewal for the Maintenance of the X-Ray Screening Machine at the Ingham County Family Center
   b. Resolution to Authorize a Renewal for Fire Prevention Services at Several County Facilities
   c. Resolution to Authorize the Replacement of the Rolling File Storage System in the Hilliard Building and the Veterans Memorial Courthouse

7. **Animal Control**
   a. Resolution Approving Contract of Lease
   b. Resolution Approving Ground Lease

8. **Road Department**
   a. Resolution to Authorize an Agreement with Delhi Township for Cedar Street Resurfacing Aurelius to Willoughby Roads, Delhi Township
   b. Resolution to Approve a Second Party Agreement between the Michigan Department of Transportation and Ingham County and a Third Party Agreement between the Village of Dansville and the Road Department in Relation to Road Reconstruction Projects of Haslett Road from M-52 Easterly to Morrice Road
Fitchburg Road from Nims Road Easterly to Freiermuth Road, and Williamston Road from North Street Northerly to Howell Road

9. Controller/Administrator’s Office – Resolution Updating Various Fees for County Services

Chairperson Grebner stated that the passage of the consent agenda would also include the receipt of Quarterly Investment Report for December 31, 2017.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioners Koenig and Schafer.

THE MOTION TO APPROVE THE ITEMS ON THE CONSENT AGENDA CARRIED UNANIMOUSLY. Absent: Commissioners Koenig and Schafer.

Announcements

Commissioner Anthony stated that she had recently utilized the Lansing River Trail and had seen the new signage about the Millage program. She further stated that it was very nice and wanted to compliment the Parks Department on it.

Public Comment

None.

Adjournment

The meeting was adjourned at 6:06 p.m.
RESOLUTION ACTION ITEMS:

The Controller’s Office recommends approval of the following resolutions:

1. **County Clerk** – Resolution to Adopt a Marriage License Correction Fee

   Michigan law (MCL 551.111) authorizes the correction of a marriage license by way of a multi-step process that involves both the County Clerk and Circuit Court. The process of reviewing marriage licenses for corrections and then processing those corrections is time consuming. The County Clerk seeks approval of a resolution to authorize collection of a reasonable fee of $20 to recoup the estimated cost of processing corrections. No fees are currently assessed for this service.

2a. **Sheriff’s Office** – Resolution to Authorize the Ingham County Sheriff’s Office to Sell One Used Patrol Vehicle to the Ingham Intermediate School District

   This resolution will authorize the sale of one transitioned Ingham County Patrol Vehicle to the Ingham Intermediate School District’s Law Enforcement Program for $1.00 to be used exclusively for their training program. It will be marked and identified specifically as an Ingham Intermediate School District’s Law Enforcement program vehicle.
   See memo for details.

2b. **Sheriff’s Office** – Resolution to Authorize a Purchase Order to Premier Custom Trailers, LLC

   This resolution will authorize the purchase of an enclosed trailer for the Ingham County Sheriff’s Office in the amount of $58,785.00 to Premier Custom Trailers, LLC. The Ingham County Sheriff’s Office did not recommend the lowest proposal, due to concerns with vendor responsiveness and location. This purchase is funded by the Michigan Medical Marihuana Operation and Oversight Grant.
   See memo and Memorandum of Performance for details.

3a. **County Treasurer** – Resolution to Increase Imprest Cash for the Potter Park Zoo

   Proper operation of the restaurant, snack bar, and gift shop at Potter Park Zoo requires additional cash for additional change drawers. The zoo currently maintains an imprest (advance of) cash account with a balance of $5,400 for admissions, parking, and other functions. The County Treasurer has proposed a resolution to provide an additional $2,600 as an imprest balance to the Potter Park Zoo for use in cash drawers in the zoo’s restaurant, snack bar, and gift shop.

3b. **County Treasurer** – Resolution Amending Resolution 12-368, Approving the Establishment of a Property Assessed Clean Energy (PACE) Program

   This resolution amends Resolution No. 12-368, approving amendments to the Ingham County Property Assessed Clean Energy (PACE) Program and adopts the amended PACE Program Report attached to this resolution.
4a. **Community Corrections** – Resolution to Authorize a Contract with the City of Lansing for an Allocation of Funds to Ingham County/City of Lansing Community Corrections for the City 2018-2019 Fiscal Year

This resolution will approve entering a contract with the City of Lansing for $12,500 to be used to support Community Corrections Advisory Board (CCAB) administrative costs and collaborative efforts with the 54-A District Court and Probation Office for City FY 2018-2019.
See memo for details.

4b. **Community Corrections** – Resolution to Authorize Submission of a Grant Application and a Contract with the Michigan Department of Corrections for Ingham County/City of Lansing Community Corrections and Program Subcontracts for FY 2018-2019

This resolution will authorize the annual submission of a grant application and a contract with the Michigan Department of Corrections for FY 2018-2019. The application request will provide funding in the amount of $326,157, covering partial administration costs and all PA511 treatment and service programs for adult felony probationers. Residential services are also available and valued at $531,075. Funding requests include Day Reporting, Relapse Prevention and Recovery treatment groups for men and women, a part time Pretrial Services Investigator and Electronic Monitoring services for indigent pretrial defendants, Gatekeeper services, MRT Cognitive Change groups for men and women, Domestic Violence Intervention groups, and Opioid Specific Program services.
See memo for details.

5. **Animal Control** – Resolution to Accept a Grant from the Banfield Foundation to Purchase Surgery and Exam Lights for the New Animal Shelter

This resolution will approve the acceptance of a grant from the Banfield Foundation for $12,285.85 with no match requirement for the purpose of purchasing surgical and exam lights for the new animal shelter.

6. **9-1-1 Dispatch Center** – Resolution to Authorize Software Support Agreement with Tritech for the Computer Aided Dispatch (CAD) System

This resolution will approve the 2018 Tritech Support Renewal Agreement between Tritech and Ingham County 9-1-1 Center for the Computer Aided Dispatch System for the time period April 14, 2018 through April 13, 2019, at a cost of $122,394.82. The support agreement is updated yearly, with a cost increase this year of 2.2%.
See memo for details.

7. **Facilities** – Resolution to Extend the Current Tri-County Office on Aging (TCOA) Lease Agreement

TCOA has a building lease with Ingham County that expired December 31, 2017. Language in the original agreement states an option to renew the lease agreement for an additional (5) five years. TCOA wishes to exercise this option. If approved, the lease will extend through December 31, 2022.

8. **Health Department** – Resolution to Enter Agreement with AGS Data, LLC

Following a Request For Proposals process overseen by the Purchasing Department, ICHD selected AGS Data LLC to assist the department in conducting a health equity self-assessment. AGS Data, LLC will perform the following services:
1. Administer, analyze, and report on an assessment of ICHD/ICHC staff;
2. Administer, analyze, and report on interviews of ICHD/ICHC administration;
3. Administer, analyze, and report on the assessment of the department’s effectiveness from the viewpoint of its community partners; and
4. Develop a self-assessment tool based on the Bay Area Regional Health Inequities Initiative (BARHII) staff self-assessment for organizations that are not focused on public health.

The cost of this agreement totaling $19,920 is completely funded by the Kresge ELPH Grant and will be effective upon full execution of the contract through September 30, 2018.

9. **Parks Department** – Resolution to Approve the Application Form, Scoring Criteria for the Trails and Parks Millage, and Declaring a Fourth Round of Applications for the Trails and Parks Millage

The Park Commission reviewed and edited the Trails and Parks Millage Grant Application and Scoring Criteria, taking into consideration the comments from the BOC in the last round of grants. Changes were made to the application itself as well as the scoring criteria.

There were two changes to the Application. The first change clarified the fact that small communities will be scored separately if said communities contribute less than 5% of the total county millage revenue annually. This was previously approved but the Park Commission wanted to specifically outline this. The second change was the addition of the last line in question #4 instructing the communities to reference BOC Resolution #18-054 for design standard clarification.

The Scoring Criteria was streamlined from six questions down to four, focusing on County Trail Priorities as well as creating a formula allowing the percentage of match to carry more weight in the scoring process. The first question now asks if the proposed project contributes to the completion of one of the top five scoring New Trail Preferences as listed in the Ingham County Trails and Parks Comprehensive Report, which will aid the BOC in approving projects that will help reach the overall goal of the County. The match formula was created to assist in assigning points to the amount of match put forth by the applying entity and to give more weight to the percentage given by the entity. The number of points a project will receive is determined by dividing the percent match by 10 then multiplying that number by three. (ex: 63% match will receive 18.9 points) Question four combined original questions five and six by asking scorers to consider how the project will benefit the County as well as other project related questions such a complexity, lengthiness and partnership support. The resolution also opens the application period for the fourth round of grants. Applications will be open on June 18, 2018 and due on August 31, 2018. Following due diligence by staff and the Park Commission, final approval is expected from the Board of Commissioners in January or February of 2019.

10. **Community Agencies** - Resolution Approving Criteria for Evaluating 2019 Applications for Community Agency Funding

This resolution establishes the criteria by which each agency’s application will be evaluated for the 2019 Community Agency funding process. If the resolution is approved as presented, the Controller/Administrator’s Office will accept applications for Community Agency funding in July. Applications will then be evaluated by the Controller/Administrator’s Office with priority given to proposals that directly contribute to addressing the County’s overarching long-term objective of “Meeting Basic Needs”, such as food, clothing, and shelter. The recommendations made by the Controller/Administrator’s Office on funding levels for each applicant agency will then be presented to the Board of Commissioners for consideration and approval in November.
11a. **Road Department** – *Resolution to Authorize an Agreement for Architectural Design and Engineering Services*

The Road Department seeks authorization to enter into an agreement with Roger Donaldson, AIA P.L.C. for architectural design and engineering services, required for replacement of the ICRD Eastern District Garage low-slope roof. The current 40 year-old roof has exceeded the average life cycle for a roof of this design and is not compliant with current building codes. Approval of a resolution to authorize architectural design services is recommended at a cost not to exceed $8,920.

11b. **Road Department** – *Resolution to Approve a Professional Engineering Services Contract for the Okemos Road Bridge Replacement - Environmental Assessment and Programmatic Section 4(f) Evaluation Project*

Two bridges that carry Okemos Road traffic over the Red Cedar River in Meridian Township have been declared functionally obsolete and structurally deficient. An Environmental Assessment, Programmatic Section 4(f) Evaluation, and Section 106 historic review is required per the National Environment Policy Act (NEPA). The NEPA process includes generating conceptual bridge replacement scenarios, soliciting regulatory and public input for the scenarios, analysis of potential impacts to floodplain and wetlands, impacts to parks, and eventual disposition of the historic northbound camelback bridge. One potential scenario involves conveying the camelback bridge to Meridian Township for non-motorized use. The Road Department recommends approval of a resolution to accept the professional engineering services proposal from DLZ Michigan, Inc. to satisfy requirements of the Environmental Assessment, Programmatic Section 4(f) Evaluation at a cost not to exceed $153,165.

11c. **Road Department** – *Resolution to Approve Purchase of a Highway Easement for the Jolly-Okemos Project*

On June 13, 2017 the Board of Commissioners approved Resolution #17-237 to add right turn lanes and upgrade the traffic signals for improved traffic flow, resurface the pavement, improve drainage, and improve the pedestrian facilities including sidewalks, ADA-approved ramps, audible pedestrian signals and cross-walks. Because widening the south side of Jolly Road will almost fully occupy the existing right-of-way, an easement from Hop Family, LLC (owners of property occupied by the Marathon gas station) is needed to construct a planned sidewalk. The Road Department recommends approval of a resolution to allow purchase of a 10-foot easement along the south side of Jolly Road at a total cost not to exceed $10,000.

11d. **Road Department** – *Resolution to Authorize Contracts with Michigan Paving & Materials Company for Items I through III of Bid Packet #116-18 Recycling & Resurfacing of Various County Primary Roads*

The Road Department recommends approval of a resolution to approve a contract with Michigan Paving and Materials Company for recycling, resurfacing, and related work for the following projects:

- Wood Street from Grand River Avenue (M-43/BL-69) to Lake Lansing Road
- Lake Lansing Road from Lansing City Limit to Wood Street
- Haslett Road from Shaw Street to Creekwood Lane
- Mitchell Road from Williamston Road to Vanneter Road
- Vanneter Road from Mitchell Road to Rowley Road
- Hagadorn Road from Jolly Road to south of Mount Hope Road
- Eifert Road from Holt Road to Willoughby Road
The total cost of these seven projects is $3,143,691.62. Funding is provided from several sources including the Ingham County Road Fund, supplemental funding provided under Section 105 of 2018 PA 82, and the County Road Fund fund balance.

11e. **Road Department** – *Resolution to Authorize Adjustment to the 2018 County Road Fund Budget*

An increase in state-allocated revenue and a desire to utilize funds carried over from the previous fiscal year have prompted the Road Department to recommend adjustments to the 2018 County Road Fund budget as follows:

- Michigan Transportation Fund and PA 82-funded road resurfacing: $3,357,000 increase
- Capital road equipment and building repairs: $951,000 increase
- Increased road maintenance materials: $649,000
- Personnel (per Resolution #18-019): $200,000

A resolution to authorize this budget adjustment of $5,157,000 is offered for Board consideration.
BACKGROUND
If a couple provides incorrect information when applying for a marriage license, their license could cause great challenges for that couple later in life. As such, the County Clerk staff strives to work with couples to ensure that the information they provide is true and accurate. The County Clerk staff also reviews the marriage licenses after marriage ceremonies to make sure they were properly completed by the couple, wedding officiant, and witnesses. Inevitably, errors are discovered.

Examples of errors include:

- Lack of Officiant Title
- Missing or incorrect names, dates, and signatures

Michigan law authorizes the correction of a marriage license (see MCL 551.111). This is a multi-step process that involves both the County Clerk and Circuit Court. The County Clerk has a developed a form by which corrections can occur. Please see the attached example: Affidavit and Motion to Correct License of Marriage, Verification, and Ex Parte Order.

The process of reviewing marriage licenses for corrections and then processing those corrections is time consuming and requires an electronic document editor (e.g., Adobe Acrobat software that is above a normal PDF-reader). Additionally, corrections must be forwarded to the State of Michigan, which is both costly in logistics and postage.

The purpose of this resolution is to authorize the collection of a reasonable fee of $20.00 to recoup the estimated cost of processing corrections. The fee would be deposited into the General Fund.

Currently, no fee is assessed.

Below are the statistics for the amount of marriage license corrections the County Clerk’s Office has performed:

<table>
<thead>
<tr>
<th>Marriage License Corrections</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
</tr>
<tr>
<td>44</td>
</tr>
<tr>
<td>2017</td>
</tr>
<tr>
<td>55</td>
</tr>
<tr>
<td>Jan-April 2018</td>
</tr>
<tr>
<td>17</td>
</tr>
</tbody>
</table>

FINANCIAL IMPACT
Based on the amount of marriage license corrections performed by the County Clerk’s Office since the practice was implemented in 2016, a $20 fee for the correction of a marriage license is expected to generate approximately $1,000 in revenue each year, which would go into the General Fund.
OTHER CONSIDERATIONS
None.

RECOMMENDATIONS
Based upon the information presented, I respectfully request the approval of the resolution.
To help facilitate the correction of your License of Marriage, the Ingham County Clerk has prepared a form called the “Affidavit and Motion To Correct License of Marriage, Verification, and Ex Parte Order” and step-by-step instructions.

Step 1. Entering the following information on the form:
   A. Both spouses’ names as they appear on the current license of marriage
   B. The address at which at least one spouse resides
   C. A phone number that at least one spouse may be contacted at
   D. Inaccurate fact(s) stated on the license at present
   E. Correction that is being requested
   F. “Local File Number” of the marriage license (located at the top-right of the license)

Step 2. Read through the entire Affidavit and Motion section for accuracy. Only one individual need complete the affidavit. Sign and print your name before a notary.

Step 3. Present the completed form to the County Clerk’s Office and request that they sign the verification section of the form. The County Clerk will review the affidavit and make a determination. Upon a successful review, the County Clerk will sign the verification. (Note: The County Clerk may request additional documentation to make a determination.)

Step 4. After the County Clerk completes the Verification section, the County Clerk will forward the form to the Ingham County Circuit Court Clerk’s Office at Veterans Memorial Courthouse in downtown Lansing. A Circuit Court Judge will review your form and enter an order either granting or denying your motion. The Circuit Court Clerk’s Office will contact you at the phone number that you provided to inform you that an order has been entered. A copy of the order will be sent to the County Clerk who will then correct the license by the terms of the order.

General Information

- The County Clerk’s Office has two locations each to serve you:
  Mason Historical Courthouse
  341 South Jefferson Street
  Mason, Michigan 48854
  
  Veterans Memorial Courthouse
  313 West Kalamazoo Street
  Lansing, Michigan 48933

- You can also mail the form in for processing. Please complete Steps (1) and (2) and then mail the form to the following address: Barb Byrum, Ingham County Clerk
  Post Office Box 179
  Mason, Michigan 48854

- You can purchase a certified copy of your corrected license by contacting the County Clerk’s Office at (517) 676-7201 or email your request to InghamClerk@ingham.org.

- You can purchase a certified copy of the court order correcting your license by calling the Circuit Court Clerk’s Office at (517) 483-6500 or email your request to CircuitCourtRecords@ingham.org.

- If you have any general questions regarding marriage license corrections, please call (517) 483-6504.
STATE OF MICHIGAN
30TH JUDICIAL CIRCUIT COURT
INGHAM COUNTY

AFFIDAVIT AND MOTION TO CORRECT LICENSE OF MARRIAGE, VERIFICATION, AND EX PARTE ORDER

FILE NO. _____ - _________ - DZL - C30

Court Address
313 W. Kalamazoo, Lansing, Michigan 48933

In the matter of the marriage license between ____________________________ and ____________________________:

Address & Phone Number (of at least 1 spouse)

1. Specific facts are inaccurately stated on the license between the individuals named above, the same being recorded in the Office of the Ingham County Clerk and registered with the State of Michigan. The following corrections need to be made to the license to make it true and accurate (attach additional forms as necessary):

<table>
<thead>
<tr>
<th>Inaccurate Fact Stated on Current License</th>
<th>Correction Needed</th>
</tr>
</thead>
</table>

2. The “Local File Number” of the marriage license is: ________________________ (located at top-right of license).

3. This affidavit is made on my personal knowledge and, if sworn as a witness, I could testify competently to the facts I have stated in this affidavit.

4. I respectfully move this honorable Court to enter an ex parte order correcting my license of marriage as stated above.

Affiant’s Signature

Affiant’s Printed Name

Subscribed and sworn to before me on ______________________ in the County of ______________, State of Michigan.

Notary Signature: ____________________________ Printed Name: ____________________________

Notary Public, State of Michigan, County of ______________. My commission expires on ________________.

COUNTY CLERK VERIFICATION

I hereby verify that the changes requested in the motion are supported by the evidence presented in the affidavit.

Date: ____________________________

Ingham County Clerk

EX PARTE ORDER

☐ The motion is granted. The license of marriage is to be corrected as described in the motion.

☐ The motion is denied.

It is so ordered.

Date: ____________________________

Hon.
INTRODUCED BY THE COUNTY SERVICES AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ADOPT A 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 recommends that the Board of Commissioners approve the new fee.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the assessment and collection of a $20 fee for correcting marriage licenses.

BE IT FURTHER RESOLVED, that the fee shall become effective on July 1, 2018 and will be reviewed as a part of the annual budget fee process.

BE IT FURTHER RESOLVED, that the monies collected due to this fee shall be deposited in the General Fund.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments required as a result of this resolution.
TO: Law & Courts and Finance Committees
FROM: Lieutenant Danielle Patrick, Ingham County Sheriff’s Office
RE: Ingham County Sheriff’s Office Patrol Vehicle sale to Wilson Talent Center
DATE: Thursday, May 17th 2018

When necessary due to maintenance, condition, and mileage, the Ingham County Sheriff’s Office removes patrol vehicles from service and transitions them to auction as new vehicles are purchased and built for use in patrol. This request for resolution has been drafted to request authorization for a transitioned patrol vehicle to forgo auction and be sold to a local educational institution for $1.00 and other valuable consideration.

The Wilson Talent Center in Mason, a part of the Ingham Intermediate School District, fosters a program to expose and educate students from around Ingham County about the law enforcement profession. The Wilson Talent Center’s Law Enforcement Program seeks equipment from Ingham County police agencies to facilitate their classes and training.

In the interest of investing in future law enforcement leaders and to further build the foundations of law enforcement education in Ingham County, the Ingham County Sheriff’s Office seeks authorization to sell a transitioned patrol vehicle to the Wilson Talent Center as noted in the proposed request for Resolution.
Introduction by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE INGHAM COUNTY SHERIFF’S OFFICE TO SELL ONE USED PATROL VEHICLE TO THE INGHAM INTERMEDIATE SCHOOL DISTRICT

WHEREAS, the Ingham County Sheriff’s Office participates in many formal and informal training events involving our county youth; and

WHEREAS, the Ingham Intermediate School District, specifically the Wilson Talent Center, has requested the purchase of a transitioned patrol car from local police agencies to help facilitate their Law Enforcement Program; and

WHEREAS, the Ingham Intermediate School District’s Law Enforcement Program serves the needs of High School Students who wish to enter the law enforcement profession from throughout the County’s school districts; and

WHEREAS, the Ingham Intermediate School District’s Law Enforcement Director, Noel Garcia, is a retired veteran police officer and is certified by MCOLES (Michigan Commission on Law Enforcement Standards); and

WHEREAS, the Ingham County Sheriff’s Office vehicle that is being proposed for sale to the Ingham Intermediate School District will be a vehicle that is currently being taken out of service and otherwise subject to auction; and

WHEREAS, the exact vehicle is identified as a 2015 Ford Explorer, VIN number 1FM5K8AR3FGA09833 with 131,826 miles; and

WHEREAS, the Ingham County Sheriff’s Office will sell the vehicle for $1.00 and other valuable consideration in “as is” condition, making no promise or guarantee about the condition or mechanical functionality of the vehicle and the County will not be responsible for any maintenance or future repairs; and

WHEREAS, the vehicle sold to the Ingham Intermediate School District’s Law Enforcement Program will be used exclusively for their training program and will remain the property of the Ingham Intermediate School District for the duration of the training program; and

WHEREAS, the vehicle sold to the Ingham Intermediate School District’s Law Enforcement Program will be marked and identified specifically as an Ingham Intermediate School District’s Law Enforcement program vehicle.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the Ingham County Sheriff’s Office enter into an agreement to sell one transitioned Ingham County Patrol Vehicle for the purposes set forth in this resolution for $1.00 and other valuable consideration.
BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners and the Sheriff are authorized to sign any necessary contract documents consistent with this resolution and approved as to form by the County Attorney.
TO: Board of Commissioners Law & Courts and Finance Committees
FROM: Sergeant James Every
DATE: May 22, 2018
SUBJECT: Resolution to Accept RFP #62-18 Contract Award

BACKGROUND
The Ingham County Sheriff’s Office has obtained funding through the Michigan Medical Marihuana Operation and Oversight Grant. RFP #62-18 concluded with five vendors. Ingham County Sheriff’s Office is recommending Premier Custom Trailers, LLC be awarded the contract.

ALTERNATIVES
The Ingham County Sheriff’s Office is requesting to award the contract to a vendor that was not the lowest proposal accepted. Premier Custom Trailers, LLC, submitted a proposal for $58,785.00. There were two other bids that were lower than Premier Custom Trailers, LLC. American Trailers Mart is a Michigan based company but did not keep an open line of communication with the Sheriff’s Office. Verde Inc. is based out of Florida and the Sheriff’s Office would like a vendor based in the state to work with. Premier Custom Trailers, LLC has outstanding references, with the quickest timeline for completion of the project in ten weeks. CGS Premier and Gerling @ Associates were not considered due to the proposal price was over the allotted budget.

FINANCIAL IMPACT
There are no funding implications with awarding Premier Custom Trailers, LLC the contract. The grant will cover 100% of the project. No matching funds are required by Ingham County.

OTHER CONSIDERATIONS
Premier Custom Trailers, LLC are a registered vendor with Ingham County. All requirements set by RFP #62-18 were included in the proposal submitted by Premier Custom Trailers, LLC.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution to support Premier Custom Trailers, LLC be awarded the contract for RFP #62-18.
TO: Sgt. James Every, Sheriff’s Office

FROM: James Hudgins, Director of Purchasing

DATE: April 29, 2018

RE: Memorandum of Performance for RFP No. 62-18 Enclosed Trailer

Per your request, the Purchasing Department sought proposals for one (1) custom-built enclosed trailer for the Ingham County Sheriff’s Office.

The Purchasing Department can confirm the following:

<table>
<thead>
<tr>
<th>Function</th>
<th>Overall Number of Vendors</th>
<th>Number of Local Vendors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendors invited to propose</td>
<td>38</td>
<td>2</td>
</tr>
<tr>
<td>Vendors responding</td>
<td>5</td>
<td>0</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>VENDOR NAME</th>
<th>LOCAL PREF</th>
<th>TOTAL BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Trailer Mart</td>
<td>No, Waterford MI</td>
<td>$45,241.00</td>
</tr>
<tr>
<td>Verde Inc.</td>
<td>No, Lake Wales FL</td>
<td>$49,995.00</td>
</tr>
<tr>
<td>Premier Custom Trailers, LLC</td>
<td>No, Schoolcraft MI</td>
<td>$58,785.00</td>
</tr>
<tr>
<td>CGS Premier, Inc.</td>
<td>No, Muskego WI</td>
<td>$97,995.00</td>
</tr>
<tr>
<td>Gerling @ Associates, Inc.</td>
<td>No, Sunbury OH</td>
<td>$125,715.88</td>
</tr>
</tbody>
</table>

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 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 or by phone at 676-7309.
Introducing the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO PREMIER CUSTOM TRAILERS, LLC

WHEREAS, the Ingham County Sheriff’s Office received the Medical Marihuana Operation and Oversight Grant from Department of Licensing and Regulatory Affairs Bureau of Professional Licensing in the amount of $114,055.70; and

WHEREAS, $68,185.50 of the 2018 Medical Marihuana Operation and Oversight Grant is to purchase one (1) enclosed trailer, that will be utilized for community education and incident response; and

WHEREAS, through RFP #62-18 vendors, Premier Custom Trailers LLC, American Trailer Mart, Verde Inc, CGS Premier Inc., Gerling @ Associates Inc. submitted proposals; and

WHEREAS, Ingham County Sheriff’s Office recommends Premier Custom Trailers LLC awarded the contract from RFP #62-18 to build the enclosed trailer.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize a purchase order in the amount of $58,785.00 to Premier Custom Trailers, LLC for the purchase of an enclosed trailer for the Ingham County Sheriff’s Office.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners, the Controller/Administer to make the necessary budget adjustments in the Ingham County Sheriff’s Office 2018 budget.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO INCREASE IMPREST CASH FOR THE POTTER PARK ZOO

WHEREAS, the Potter Park Zoo has taken over from the Potter Park Zoological society operation of the restaurant, snack bar and gift shop at the zoo; and

WHEREAS, proper operation of these functions for the benefit and enjoyment of zoo patrons requires additional cash for additional change drawers; and

WHEREAS, operation of these functions will increase funds generated at the zoo; and

WHEREAS, the zoo currently maintains an imprest cash account with a balance of $5,400 for admissions, parking and other functions, which is maintained in account 0258-018000; and

WHEREAS, a $2,600 increase in the amount of imprest cash used by the zoo has been determined to be appropriate to meet the additional needs of operating the restaurant, snack bar and gift shop.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the Ingham County Treasurer to provide an additional $2,600 as an imprest balance to the Potter Park Zoo for use in cash drawers in the zoo’s restaurant, snack bar, and gift shop.
Agenda Item 3b

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AMENDING RESOLUTION 12-368, APPROVING THE ESTABLISHMENT OF A PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM

WHEREAS, the Board of Commissioners of Ingham County, Michigan in Resolution #12-368, approved the establishment of a property assessed clean energy program (“PACE Program”) and created a PACE district pursuant to Act No. 270, Public Acts of Michigan, 2010 (“Act 270”) (MCL 460.931 et. seq.), for the purpose of promoting the use of renewable energy systems and energy efficiency improvements by owners of certain real property; and

WHEREAS, the Board of Commissioners conducted a public hearing on October 23, 2012 to receive comments on the proposed PACE Program, including the Report referenced in Section 9(1) of Act 270 (the “PACE Report”); and

WHEREAS, the Board of Commissioners established a PACE Program as described in the PACE Report, so as to provide a property owner based method of financing and funds for energy projects, including owner-arranged financing from a commercial lender, which funds and financing shall be secured and repaid by assessments on the property benefited, with the agreement of the record owners, such that no County moneys, general County taxes or County credit of any kind whatsoever shall be pledged, committed, impaired or used in connection with any project as required by, and subject to Act 270; and

WHEREAS, the Board of Commissioners hereby finds that financing energy projects is a valid public purpose because it stimulates economic development, improves property values, reduces energy costs, reduces greenhouse gas emissions, and increases employment in the County; and

WHEREAS, the types of energy projects, either energy efficiency improvements or renewable energy systems, that may be financed under the PACE Program include, but are not limited to: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Board of Commissioners; a fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that use one or more renewable energy resources to generate electricity. Renewable energy resources include, but are not limited to: biomass; solar and solar thermal energy; wind energy; geothermal energy and methane gas captured from a landfill; and

WHEREAS, it has been determined that the PACE Program and PACE Program Report approved in 2012 requires amendments; and
WHEREAS, an amended PACE Program Report has been prepared and made available to the public and a public hearing thereon was held on May 22, 2018.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners amends Resolution No. 12-368, approving amendments to the Ingham County Property Assessed Clean Energy (PACE) Program and adopts the amended PACE Program Report attached to this Resolution.

BE IT FURTHER RESOLVED, that all other provisions of the PACE Program not amended herein shall remain in full force and effect.

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions are, to the extent of any conflict with this resolution, hereby rescinded.
INGHAM COUNTY, MICHIGAN
PACE PROGRAM

Approved November 13, 2012
Amended ________, 2018

LEVIN ENERGY PARTNERS
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Lean & Green Michigan™
PACE Program

Executive Summary

Public Act No. 270 of 2010 ("Act 270") authorizes local units of government to adopt Property Assessed Clean Energy ("PACE") programs to promote the installation of energy efficiency improvements and renewable energy systems by owners of commercial or industrial property within a district designated by the local unit of government. Act 270 allows private commercial lenders to finance energy projects; authorizes local units of government to issue bonds, notes and other indebtedness; and authorizes the assessment of properties for the cost of the energy projects. Act 270 provides for repayment to the local unit of government through a voluntary property assessment. The property assessment remains with the property and has the same priority as other property tax and assessment liens in the event of foreclosure.

Lean & Green Michigan™ ("LAGM") has developed a collaborative approach to initiating PACE programs for local units of government by standardizing the administrative and legal process under which PACE programs are created and administered. Several local units of government throughout the state have or are in the process of joining LAGM utilizing a “shared services” approach to eliminate upfront and ongoing program costs. Further, this approach allows property owners to utilize a standardized process for PACE financing as they pursue PACE support in multiple jurisdictions throughout the state.

This documentation package includes the report required by Section 9 of Act 270 and provides model forms of documents for the PACE program. As many of the details of a PACE transaction are determined on a project specific basis, adjustments to the model documents may be required to fit a particular transaction. Additionally, there are several blanks left in the documents that should be filled in when the corresponding information is known.
This Lean & Green Michigan™ PACE Program Report contains the information required by Section 9 of Act 270. Additional information is available from Ingham County. The PACE Program and Report were approved by the Ingham County Board of Commissioners on November 13, 2012, subsequent to a public hearing held on October 23, 2012. The PACE Program and Report were amended on [DATE], subsequent to a hearing held on [DATE].
INTRODUCTION

In order to encourage economic development, improve property valuation, increase employment, reduce energy costs, reduce greenhouse gas emissions and contribute to the public health and welfare in Ingham County, the Board of Commissioners established the Ingham County Property Assessed Clean Energy Program pursuant to Public Act No. 270 of 2010 ("Act 270") by joining Lean & Green Michigan™ ("LAGM," the "PACE Program" or "Program"). The PACE Program has identified specific sources of commercial funding to finance the implementation of energy efficiency improvements, renewable energy systems and energy projects within the Ingham County PACE district (which is coterminous with Ingham County’s jurisdictional boundaries). The Ingham County Board of Commissioners held a public hearing and approved a resolution for establishment of a property assessed clean energy program on November 13, 2012. The PACE Program and Report were amended on [DATE].

The purpose of this PACE Report (hereinafter the “Report”) is to fulfill the requirements of Act 270. Section 9 of Act 270 requires a Report that includes: a form of contract between Ingham County and the record owner; identification of an official authorized to enter into program contracts on behalf of Ingham County; a maximum aggregate amount for financing under the program; an application process and eligibility requirements; a method for determining interest rates, repayment periods and the maximum amount of assessment; explanation of how assessments will be made and collected; a plan for raising capital; information regarding reserve funds and fees of the program; a requirement that the term of the assessment not exceed the useful life of the energy project; a requirement of an appropriate ratio of the amount of assessment to the assessed value of the property; requirement of consent from the mortgage holder; provisions for marketing and participant education; provisions for adequate debt service reserve fund; quality assurance and antifraud measures; and a requirement for baseline energy audits, ongoing savings measurements and performance guarantees for projects over $250,000 in assessments.

1. Form of PACE Contract

A form of model PACE Special Assessment Agreement is attached as Appendix A. Individual property owners may negotiate project-specific terms to be included in the model Agreement based upon the specific energy efficiency and renewable energy improvements that are subject of the individual agreement, subject to the limitations set forth herein.

2. Authorized Official/PACE Administrator/Legal Counsel

The County Treasurer, or his/her designee (the “Authorized Official”) is authorized to enter into PACE Program contracts on behalf of Ingham County in consultation with Levin Energy Partners, LLC (“LEP”), such agreements shall conform to the parameters set forth herein. The Authorized Official is further authorized to sign any agreement, documents or certificates.
necessary to facilitate the participation of property owners and to facilitate the purposes hereunder.

As part of Lean & Green Michigan™, LEP will act as PACE administrator to administer Ingham County’s PACE Program. LEP is authorized to negotiate with credit providers and PACE project participants to facilitate the use of the PACE Program, to assist PACE project applicants in obtaining owner-arranged financing.

3. Financing Parameters

The dollar amount for financing of a particular project will be established by the property owner seeking to make the property improvement and the commercial lender seeking to finance the energy improvements. The maximum aggregate annual dollar amount for all financing to be provided by Ingham County shall be established not less often than annually and may be adjusted and amended by the Board of Commissioners. The initial maximum aggregate annual dollar amount for all financing provided by the County under the Program is $10,000,000 for the fiscal year ending December 31, 2012, $1 for the fiscal year ending December 31, 2013, and $1 for each subsequent fiscal year thereafter unless modified by the Board of County Commissioners.

Owner-arranged and other financing from commercial lenders, as allowed under Act 270, Section 9(1)(g)(iii), are separate sources of financing from the financing provided by Ingham County. Owner-arranged and other financing from commercial lenders is not included under the maximum aggregate annual dollar amount for all financing provided by Ingham County under the Program.

4. Application Process/Eligibility Requirements

Application Process:

The application process for financing projects under the Program shall be those of LAGM. The current application form is attached as Appendix B. This form may be changed or amended as necessary by LEP.

Eligibility Requirements:

The eligibility requirements for financing projects under the Program shall be those of LAGM. Eligibility requirements may be changed or amended as necessary by LEP. The current list of eligibility requirements is attached as Appendix C.

5. Financing Terms of Assessments

For funds supplied by Ingham County, the interest rate on a PACE special assessment shall be sufficient to pay principal and interest on the bonds as determined by the Authorized
For funds supplied by commercial lenders, the interest rate for PACE special assessment installments will be negotiated by the parties based on current market conditions.

The maximum allowable repayment period of a PACE special assessment must be included in the PACE Special Assessment Agreement and will be determined on a project-specific basis and shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 25 years.

The maximum dollar amount of a PACE special assessment shall be negotiated on a project-specific basis between the property owner and the bond purchaser/commercial lender based upon the specific energy efficiency improvement(s) and/or renewable energy system(s) included in the individual PACE Special Assessment Agreement.

6. Assessment Collection Process

Based upon the request of the Authorized Official, within the parameters set forth herein, the Authorized Official will determine to:

i. Finance energy projects by the issuance of bonds and to defray all or part of the cost of the energy improvements by special assessment upon the Special Assessment Parcel, which the Authorized Official will find is especially benefited in proportion to the costs of the energy improvements; or

ii. Will determine to authorize commercial lenders to provide financing to defray all or part of the cost of the energy improvements by special assessment upon the Special Assessment Parcel, which the Authorized Official will find is especially benefited in proportion to the costs of the energy improvements.

The Special Assessment Roll, attached as Appendix E, will be spread by the Authorized Official on behalf of Ingham County and without objection by the property owner to allocate one hundred percent (100%) of the PACE special assessment levy created hereby to the Special Assessment Parcel.

The PACE special assessment, as allocated by the Authorized Official on behalf of Ingham County without objection by the property owner, will be finally established against the property and the energy projects to be constructed on the Special Assessment Parcel. The PACE special assessment will be effective immediately upon the execution and delivery of the PACE Special Assessment Agreement by property owner. The PACE special assessment may be paid in semi-annual installments pursuant to Section 13(2) of Act 270. The Authorized Official, on behalf of Ingham County will confirm the Special Assessment Roll.

If the project is financed with bonds, the Special Assessment Roll shall bear interest at a rate sufficient to pay principal and interest on the bonds. If funds are supplied by commercial
lenders, the interest rate for PACE special assessments will be negotiated by the parties based on current market conditions.

7. Financing Program

LAGM is developing and will continue to develop an active roster of financial institutions, institutional investors and other sources of private capital available to finance PACE projects in Michigan. By participating in LAGM, Ingham County helps its constituent property owners gain access to private capital made available through the statewide program. Ingham County authorizes the use of owner-arranged financing from commercial lenders to finance qualified energy projects under the Program.

Ingham County may also raise capital to finance qualified energy projects from the sale of bonds or notes, or may finance qualified energy projects under the Program from funds available to it from any other source.

8. Reserve Fund

In the event Ingham County decides to issue bonds to provide financing for a PACE Program, Ingham County can determine at that time to fund a bond reserve account from any legally available funds, including funds from the proceeds of bonds.

By participating in LAGM, Ingham County assists its constituent property owners in taking advantage of any and all appropriate loan loss reserve and gap financing programs of the Michigan Economic Development Corporation (“MEDC”). Such financing mechanism can similarly be used to finance a reserve fund.

9. Fee Schedule

Application, administration and program fees for record owners shall be those of LAGM. Administration and program fees will be determined on a project specific basis and will depend on the size, nature and complexity of the energy project(s) and financing mechanism(s) involved.

10. Useful Life

The maximum length of time allowable for repayment of a PACE assessment shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 25 years and will be determined on a project specific basis by LEP. Projects involving multiple energy efficiency improvements and/or renewable energy systems may aggregate the useful life of each improvement to determine an overall useful life figure for financing purposes. In aggregating the improvements, the property owner must appropriately weigh each improvement’s dollar cost.

11. Property Eligibility Parameters
The ratio of the amount of the assessment to the market value of the property must be appropriate and shall be set forth in the PACE Special Assessment Agreement for each project. Additionally, the overall indebtedness on the property must be appropriate. In calculating the appropriate ratios, the property owner and the lender providing the financing may determine the market value of the property using either: 1) the market value of the property before the PACE project as agreed to by the property owner and the lender providing the financing using a proper measure such as a recent appraisal or two times the State Equalized Value; or 2) the market value of the property upon completion of the PACE project as agreed to by the property owner and the lender providing the financing using a proper measure such as an appraisal of the future value of the property or as determined based on the current market value of the property plus 75% of the value of the PACE project.

In calculating the appropriate ratio of the amount of the assessment to the market value of the property, the cost of the energy project (excluding closing costs and interest) shall generally not exceed 25% of the market value of the property.

In calculating the appropriate ratio of total indebtedness on the property, if the property owner and the lender providing financing calculate an appropriate ratio using the market value of the property before the PACE project, prior debt secured by the building plus the PACE loan shall generally not exceed 95% of the market value of the property. If the property owner and the lender providing financing calculate an appropriate ratio using the market value upon completion of the PACE project, prior debt secured by the building plus the PACE loan shall generally not exceed 90% of the market value of the property.

LEP and the Authorized Official may permit projects that exceed these values for reasonable cause on a case-by-case basis, and in such cases must include a letter of explanation as an addendum to the Special Assessment Agreement.

12. Mortgage Consent Requirement

As set forth in the PACE Special Assessment Agreement, if a property is subject to a mortgage then the record owner must obtain written consent from the mortgagee to participate in the Program. Proof of lender consent must be submitted with the PACE Program Application. A form of model lender consent to participate in a PACE Program is attached as Appendix G.

13. Marketing Program

LAGM has developed an ongoing marketing and participant education program. By joining LAGM, Ingham County gains access to this program and agrees to partner with LAGM in educating businesses in Ingham County about opportunities to save energy, save money and improve their property value and the County authorizes the use of Ingham County’s logo by LAGM to be incorporated into the LAGM website and other communications vehicles. More information regarding the Program can be obtained at LAGM’s website: www.leanandgreenmi.com; or at Ingham County’s website at http://ingham.org/.
14. Quality Assurance and Antifraud Measures

LAGM includes the following quality assurance and antifraud measures:

i. Business integrity review on clean energy contractors conducted by Michigan Saves;

ii. Background check process on clean energy contractors conducted by Michigan Saves; and

iii. Other general due diligence as may be necessary or required.

15. Audit Requirement

As set forth in the PACE Special Assessment Agreement, a baseline energy audit must be completed before an energy project is undertaken. Each contract will require and provide adequate funding for monitoring and verification of energy savings throughout the life of the special assessment.

16. Projects Over $250,000

As set forth in the PACE Special Assessment Agreement, energy projects financed with more than $250,000 require ongoing measurements to establish energy savings and a guarantee from the contractor that the energy project will achieve a savings to investment ratio greater than one (1). Provisions to provide for ongoing measurements and to provide performance guarantees shall be included with the PACE Program Application, attached as Appendix B.

17. Amendments to the Program

A public hearing shall not be required to amend this Program. LEP may amend the Ingham County PACE Program as necessary from time to time.
PACE SPECIAL ASSESSMENT AGREEMENT

between

INGHAM COUNTY, MICHIGAN

and

Dated __________ __, 20__
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PACE SPECIAL ASSESSMENT AGREEMENT

THIS PACE SPECIAL ASSESSMENT AGREEMENT (the “Agreement”) is made this ___ day of ______, 20__, between_______________ (the “Property Owner”), a ___________________, whose address is __________________, and Ingham County whose address is 341 S. Jefferson, PO Box 319, Mason, MI 48854.

RECITALS:

A. Ingham County desires to encourage economic development, improve property valuation, increase employment, reduce energy costs, reduce greenhouse gas emissions and contribute to the public health and welfare.

B. Act No. 270, Public Acts of Michigan, 2010 provides that Ingham County may create a special assessment to defray the cost of certain energy improvements and that a special assessment may be levied in connection therewith, whereby the property owner(s) benefited thereby shall contribute toward the cost thereof.

C. Based upon the authority set forth in the Lean & Green Michigan™ (“LAGM”) PACE Program Report approved by Resolution, adopted on ______, 20___, the parties have determined that it is necessary and appropriate to enter into this Agreement.

In consideration of the foregoing and the mutual covenants contained in this Agreement, Property Owner and Ingham County hereby enter into this Agreement and covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

(a) The capitalized terms used in this Agreement shall have the following meanings, except to the extent the context in which they are used requires otherwise:


(c) “Agreement” means this PACE Special Assessment Agreement as same may be amended and/or restated.

(d) “Authorized Official” means the County Treasurer, who is authorized to enter into this agreement under the Lean & Green Michigan™ PACE Program.

(e) “Energy Efficiency Improvement” means equipment, devices, or materials intended to decrease energy consumption, including, but not limited to, all of the
following: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; and any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Board of Commissioners.

(f) “Energy Project” means the installation or modification of an energy efficiency improvement or the acquisition, installation, or improvement of a renewable energy system.

(g) “Force Majeure” means unforeseeable events beyond a party’s reasonable control and without such party’s failure or negligence including, but not limited to, acts of God, acts of public or national enemy, acts of the federal government, fire, flood, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, and delays of contractors due to such causes, but only if the party seeking to claim Force Majeure takes reasonable actions necessary to avoid delays caused thereby.

(h) “Lean & Green Michigan™” shall mean a consortium of local units of government and private entities involved in facilitating PACE-financed transactions.

(i) “LEP” shall mean Levin Energy Partners, LLC, a Michigan Limited Liability Company.

(j) “Municipality” means Ingham County, its coordinate agencies and political subdivisions and their respective successors and assigns.

(k) “Owner-Arranged Financing” means the process by which a property owner secures financing for improvements to its property that does not involve bonds or any other form of funding provided by or supported by the Municipality.

(l) “PACE” shall mean Property Assessed Clean Energy as defined in Act 270.

(m) “PACE Program” shall mean a program implemented by a municipality to stimulate energy efficiency and renewable energy projects in conformity with Act 270.
(n) “Renewable Energy Improvement” means a fixture, product, device, or interacting group of fixtures, products, or devices on the customer’s side of the meter that use one (1) or more renewable energy resources to generate electricity.

(o) “Special Assessment” means the money obligation created pursuant to this Agreement, used to defray the cost of the Improvements and which shall, until paid, be a lien upon the Special Assessment Parcel (as defined below) of the same priority and status as other property tax liens and other assessment liens as provided in Act 270.

(p) “Special Assessment District” means the Special Assessment District established as part of the LAGM™ PACE Program pursuant to Act 270.

(q) “Special Assessment Parcel” means the property to which one hundred percent (100%) of the Special Assessment Roll has been spread by Ingham County and which is more particularly described on the attached Appendix D.

(r) “Special Assessment Roll” means the roll of properties with a PACE Special Assessment that sets forth a description of the property, the amount of the assessment, and the name of the person to whom the property was assessed, and as set forth by the Authorized Official, attached as Appendix E.

ARTICLE II

DESCRIPTION OF IMPROVEMENTS

Section 1.02 Description of Improvements

(a) The Improvements to be constructed, installed and financed under the PACE Program are described in Appendix H attached hereto. If after project approval, the Property Owner seeks to undertake additional Improvements, Appendix H may be amended or supplemented from time to time. Such additional Improvements must meet all the eligibility criteria of the PACE Program and may be added to the original application as a modification; or submitted as a new project at the discretion of LEP and the Authorized Official.

ARTICLE III

COVENANTS OF name of entity

Section 1.03 Acquisition, Construction and Installation of the Project

(a) NAME OF ENTITY, shall acquire, construct and install the Improvements as described in Appendix H.
ARTICLE IV

COVENANTS OF INGHAM COUNTY

Section 1.04 [Project specific provisions related to collection of special assessments, such provisions may include a requirement to turn over delinquent special assessments to the County Treasurer for collection as determined by the Authorized Official and LEP].

ARTICLE V

PACE SPECIAL ASSESSMENT

Section 1.05 PACE Special Assessment Created

(a) The Board of Commissioners has determined to establish a PACE Program and allow the financing of Improvements by special assessment upon the Special Assessment Parcel, which the Authorized Official under the PACE Program finds is especially benefited in proportion to the costs of the Improvements. The Special Assessment Roll has been spread by the Authorized Official and this Agreement without objection by NAME OF ENTITY to allocate one hundred percent (100%) of the special assessment levy created hereby to the Special Assessment Parcel.

(b) The PACE special assessment, as allocated by the Authorized Official without objection by NAME OF ENTITY, is hereby finally established against the property and the Improvements now located or to be constructed on the Special Assessment Parcel as described on the attached Appendix D in an amount of: AMOUNT OF FINANCING Dollars ($____________) as stated on the Special Assessment Roll attached hereto as Appendix E. The PACE special assessment is effective immediately upon the execution and delivery of this Agreement by NAME OF ENTITY. The amount of the PACE special assessment set forth in the Special Assessment Roll may be reduced as agreed between the NAME OF ENTITY and Ingham County [include any security provisions required by owner-arranged financing]. The PACE special assessment may be paid in semi-annual installments pursuant to the property tax collection mechanism of Ingham County. Delinquent PACE special assessment payments [shall/shall not] be turned over to the County Treasurer pursuant to the general property tax act, 1893 PA 206, MCL 211.1 to 211.155. The Authorized Official hereby confirms the Special Assessment Roll attached hereto as Appendix E and a payment schedule for the PACE special assessment payments due attached hereto as Appendix F (the “Payment Schedule”).

Section 1.06 Agrees to PACE Special Assessment; Waiver

(a) NAME OF ENTITY, hereby irrevocably agrees and confirms the creation of the Special Assessment Roll established pursuant to this Agreement and EXPRESSLY WAIVES ANY AND ALL CLAIMS CHALLENGING THE LEGALITY, VALIDITY OR COLLECTIBILITY OF THE PACE SPECIAL ASSESSMENT, including, but not limited to,
claims arising from or based upon any theory of procedural defect concerning the approval of the Improvements, the establishment of the Special Assessment District, confirmation of the Special Assessment Roll and the Payment Schedule, Ingham County’s right to place the special assessment lien on the Special Assessment Parcel, the collectibility and due dates of the PACE special assessment installments, or any other theory or claim. NAME OF ENTITY further waives notice of hearing and the right to file objections.

(b) Following the signing of this Agreement, no suit or action of any kind shall be instituted or maintained for the purpose of contesting or enjoining the collection of any PACE special assessment, and NAME OF ENTITY, for itself and its successors in interest, lessees, purchasers, and assigns with respect to all or any part of the Special Assessment Parcel, hereby irrevocably waives its rights to contest the PACE special assessment with any adjudicative body having jurisdiction over the subject matter, including, but not limited to, the Michigan Tax Tribunal.

(c) NAME OF ENTITY shall not sell, transfer, alienate or convey any of its interest in the Special Assessment Parcel without first having given written notice of the PACE special assessment to any successors in interest, lessees, purchasers or assigns and made a copy as part of any purchase contract, sale contract, lease agreement, deed or any other conveyancing instrument by which NAME OF ENTITY purports to assign all or any part of its interest in the Special Assessment Parcel to any successors in interest, lessees, purchasers, and assigns. This Agreement shall be recorded against the real property constituting the Special Assessment Parcel by Ingham County with the Ingham County Register of Deeds.

(d) Ingham County agrees that following payment to Ingham County in full of the PACE special assessment, as same may be expanded and/or amended, to promptly execute and deliver documentation discharging the County’s interest with respect to the property. Until the PACE special assessment liability has been fully satisfied and the lien discharged, each purchaser of all or any part of the Special Assessment Parcel, as a condition of closing on such purchase, shall execute and deliver to the County a written notice: (i) acknowledging the principal amount unpaid and outstanding on the PACE special assessment; (ii) agreeing to the assumption of the liability to pay the PACE special assessment on a timely basis, when due, until the remaining balance and interest on said PACE special assessment has been paid in full; and (iii) acknowledging that the title insurance policy will state that the PACE special assessment has not been paid at time of closing thereon.

(e) NAME OF ENTITY agrees that it, its successors and assigns shall, during the term of this Agreement and the PACE special assessment, pay all ad valorem real property taxes and assessments levied against the property when due and NAME OF ENTITY specifically waives, irrevocably for itself, its successors and assigns as to any and all portions of the Special Assessment Parcel, the right to pay ad valorem real property taxes and assessments on any other installment method which may be available to property owners in Ingham County.

Section 1.07 Lien
(a) The PACE special assessment is an obligation with respect to the Special Assessment Parcel, and shall, until paid, be and continue to be a lien upon all such property assessed for the amount of the PACE special assessment and all interest and charges apportioned to such property which may accrue thereon. Such lien shall be of the same character and effect as liens created pursuant to the General Property Tax Act, and shall be treated as such with respect to procedures for collection, including accrued interest and penalties. The PACE special assessment confirmed hereby is a debt to Ingham County that has been assigned to NAME OF ENTITY and its successors in interest, lessees, purchasers and assigns. The transfer of title to all or any part of the Special Assessment Parcel shall not, in and of itself, trigger an acceleration of the PACE special assessment. No judgment or decree shall destroy or impair any lien of the County upon the premises assessed for such amount of the assessment as may have been equitably or lawfully charged and assessed thereon. Failure of NAME OF ENTITY or any subsequent property owner to receive any notice required to be sent shall not invalidate any PACE special assessment or the Special Assessment Roll and shall not be a jurisdictional requirement.

**Section 1.08 Installment Payments**

(a) Payments shall be made in accordance with attached Appendix F.

**Section 1.09 Delinquent Payments**

(a) In the event the payment by NAME OF ENTITY of a PACE special assessment installment shall be due and unpaid for more than NUMBER OF DAYS (__) days, then such installment shall be deemed delinquent and NAME OF ENTITY shall pay thereon, in addition to the interest described above, an administrative fee in an amount equal to the product of unpaid balance due multiplied by an annual rate equal to ___% over the annual rate of interest borne by the bonds, multiplied by the number of days that the same remains unpaid and then divided by 365, together with the costs of collection, including actual attorneys’ fees. All such amounts shall constitute a lien against the Special Assessment Parcel. [To be modified depending on terms of owner-arranged financing].

**Section 1.10 Use of Assessment**

(a) [To be determined based on owner-arranged financing; provided, however, the Authorized Official shall ensure that such uses include payment of any application, administration or legal fees associated with the PACE project. The Authorized Official is permitted to allow payment be made directly to the financing source and not through the traditional assessment collection process, if such change is made, conforming changes shall be made throughout the Agreement.] If the project was financed by a source other than by bonds, the assessment, as collected, may be forwarded by Ingham County to said financing source as identified in Appendix I attached hereto to be credited towards principal and interest owed by NAME OF ENTITY to said financing source in accordance with a specific agreement entered into between NAME OF ENTITY and said financing source.

**Section 1.11 Invalidity; Cure**
(a) In the event of any invalidity of the PACE special assessment because of irregularity in the proceedings, or the adjudgment of the PACE special assessment as illegal by a court of competent jurisdiction, the Authorized Official may cause a new special assessment to be made for the Improvements, and NAME OF ENTITY, on behalf of itself and its successors in interest, lessees, purchasers, and assigns with respect to all or any part of the Improvements as reasonably determined by the County, hereby waives any objections to and agrees to the imposition of such new PACE special assessment. [Authorized Official to make modifications for owner-arranged financing to limit discretion to change Special Assessment Roll and to obligate itself to revise the Special Assessment Roll to ensure owner-arranged financial institution is made whole.]

ARTICLE VI

CONDITIONS PRECEDENT

Section 1.12 Conditions Precedent to Ingham County’s Obligations

(a) The obligations of Ingham County to issue and/or sell bonds under this Agreement and/or to approve owner-arranged financing between NAME OF ENTITY and a third-party financing source are subject to the following conditions precedent as required herein, or waived in writing by Ingham County, except as specifically hereinafter provided:

(b) The County and NAME OF ENTITY shall have authorized, executed and delivered this Agreement and all approvals required hereby shall have been secured.

(c) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which NAME OF ENTITY or Ingham County is a party, or is threatened in writing against NAME OF ENTITY or Ingham County, contesting the validity or binding effect of this Agreement, the PACE special assessment, or the bonds, which could result in an adverse decision that may have a material adverse effect upon the ability of NAME OF ENTITY to pay, or Ingham County to levy and collect the PACE special assessments to pay the bonds or to pay a third-party financing source, including, without limitation, any determination by any agency or official as to the ability to levy the PACE special assessments, or which would have a material adverse effect on NAME OF ENTITY or Ingham County’s ability to comply with any of the obligations and terms of this Agreement or the bonds.

(d) There shall be no ongoing breach of any of the covenants and agreements of NAME OF ENTITY required to have been observed or performed by NAME OF ENTITY under the terms of this Agreement and no Event of Default by NAME OF ENTITY or no event which with notice or the passage of time could become an Event of Default by NAME OF ENTITY under this Agreement shall have occurred.

(e) All documents, schedules, materials, maps, plans, descriptions and related matters which are contemplated to be made Appendices to this Agreement shall have been fully
completed by NAME OF ENTITY to Ingham County’s reasonable satisfaction and shall have been appended hereto.

(f) No objection shall have been made by NAME OF ENTITY or any other party claiming an interest in the Special Assessment Parcel at Ingham County’s Board of Commissioners meeting at the time the Authorized Official has spread the roll.

(g) NAME OF ENTITY shall meet all eligibility requirements as set forth in Appendix C.

(h) NAME OF ENTITY shall not have filed bankruptcy or sought the protections of any state and federal law insolvency statutes providing protections to debtors.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

Section 1.13 Representations and Warranties of Ingham County

(a) Ingham County represents and warrants to NAME OF ENTITY that:

(i) The execution and delivery of this Agreement has been duly authorized by Ingham County, and this Agreement constitutes a valid and binding agreement of the County, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors’ rights generally, now existing or hereafter enacted, and by the application of general principals of equity, including those relating to equitable subordination.

(ii) Neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated herein is in violation of any provision of any existing law, ordinance, rule, resolution or regulations, order or decree of any court or governmental entity, or any agreement to which Ingham County is a party or by which the County is bound.

(iii) Ingham County has taken all preliminary action necessary to empower the County to adopt the bond Resolution [For bond transactions only] authorizing the issuance and sale of the bonds and/or has taken all action necessary to empower the County to permit owner-arranged financing.

Section 1.14 Representations and Warranties of NAME OF ENTITY

(a) NAME OF ENTITY represents and warrants to Ingham County that:

(i) NAME OF ENTITY is duly organized and validly existing as a TYPE OF ENTITY in good standing under the laws of the State of Michigan, with power under
the laws of this state to carry on its business as now being conducted, and is duly qualified to do business in the State of Michigan; and NAME OF ENTITY has the power and authority to own the property and carry out the obligations to complete the Improvements.

(ii) The execution and delivery of this Agreement will not result in a violation or default by NAME OF ENTITY of any provision of its Articles of Organization or Operating Agreement, or under any indenture, contract, mortgage, lien, agreement, lease, loan agreement, note, order, judgment, decree or other instrument of any kind or character to which it is a party and by which it is bound, or to which it or any of its assets are subject.

(iii) NAME OF ENTITY represents and warrants that it is the sole and exclusive legal and equitable title owner of fee simple title to the Special Assessment Parcel and the Improvements located, or to be located, thereon and has full legal power and authority to consent to the finalization and levying of the PACE special assessment as provided herein.

(iv) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action, and this Agreement constitutes a valid and binding agreement enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors’ rights generally, now existing or hereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

ARTICLE VIII

DEFAULT

Section 1.15 NAME OF ENTITY Default

(a) If NAME OF ENTITY breaches any covenant of this Agreement or any other agreement related to this Agreement and fails to pursue a cure of such breach within NUMBER OF DAYS (__) days after the written notice thereof has been received, NAME OF ENTITY shall be deemed to have committed an event of default (“Event of Default”).

Section 1.16 Remedies

(a) If NAME OF ENTITY commits an Event of Default under this Agreement, Ingham County, after giving written notice as required, without further notice of any kind, shall be entitled to seek and obtain a decree of specific performance of this Agreement from a court of competent jurisdiction; or the right to recover from NAME OF ENTITY any damages incurred by Ingham County and any costs incurred by the County in enforcing or attempting to enforce this
Agreement or the PACE special assessment, including attorneys’ fees and expenses; or to foreclose on the Special Assessment Parcel and to sell all or any part of the Special Assessment Parcel to the extent necessary to recover any damages and costs; or any combination of the foregoing.

Section 1.17  Ingham County’s Default

(a) If Ingham County breaches any covenant of this Agreement or any other agreement related to the carrying out of this Agreement and fails to pursue a cure of such breach within NUMBER OF DAYS (__) days after written notice thereof has been received, Ingham County shall be deemed to have committed an Event of Default.

Section 1.18  Remedies

(a) If the County commits an Event of Default under this Agreement and NAME OF ENTITY shall have otherwise fully performed all of its obligations hereunder, NAME OF ENTITY, after giving written notice as required, without further notice or demand, shall be entitled to seek and obtain a decree of specific performance from a court of competent jurisdiction; but NAME OF ENTITY shall not have the right to seek to recover any money damages against the County incurred by NAME OF ENTITY and any costs incurred by NAME OF ENTITY against the County, including the costs of enforcing or attempting to enforce this Agreement. If the County defaults in any of its express obligations, NAME OF ENTITY shall be entitled to pursue its remedies as may be contained therein, but such default shall not negate NAME OF ENTITY obligation to pay the PACE special assessment and other costs due hereunder.

Section 1.19  Waiver

(a) Failure to act upon discovery of a default or to act upon the existence of an Event of Default, shall not constitute a waiver or right to pursue the remedies provided.

ARTICLE IX

MISCELLANEOUS

Section 1.20  Term

(a) Except as otherwise provided in this Agreement, the terms of this Agreement shall commence on the date first written above and shall expire upon the payment in full of the PACE special assessment created herein.

Section 1.21  Assignment of this Agreement

(a) Except as provided herein, no party to this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of the other party hereto excepting as otherwise expressly provided herein.
Section 1.22 Notices

(a) All notices, certificates or communications required by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to the County: Ingham County
Ingham County Court House
P.O. Box 319
Mason, MI 48854
Attn: __________________

With a copy to: Ingham County
P.O. Box 220
Mason, MI 48854
Attn: County Treasurer

If to NAME OF ENTITY:
______________________________

______________________________

______________________________
Attn: _____________

With a copy to:
______________________________

______________________________
Attn: _____________

or to such other address as such party may specify by written notice. To the extent the County is advised in writing by NAME OF ENTITY of the name, address and contact person for any lender, the County shall provide written notice to said Lender of any default hereunder by NAME OF ENTITY simultaneously with providing such written notice to NAME OF ENTITY.

Section 1.23 Amendment and Waiver

(a) No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by each party hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other party hereto.

Section 1.24 Entire Agreement
(a) This Agreement and the agreements and documents specifically referenced herein, contain all agreements between the parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties, except to the extent reference is made thereto in this Agreement.

Section 1.25 Execution in Counterparts

(a) This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
Section 1.26 Captions

(a) The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

Section 1.27 Applicable Law

(a) This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

Section 1.28 Mutual Cooperation

(a) Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other party to this Agreement. Each party to this Agreement shall exercise reasonable diligence in reviewing, approving, executing and delivering all documents necessary to accomplish the purposes and intent of this Agreement. Each party to this Agreement also shall use its best efforts to assist the other party to this Agreement in the discharge of its obligations hereunder and to assure that all conditions precedent to the issuance of the bonds and/or other financing arrangements are satisfied.

Section 1.29 Binding Effect

(a) This Agreement, being for the benefit of the property, shall be binding upon the parties hereto and upon their respective successors and assigns.

Section 1.30 Force Majeure

(a) No party hereto shall be liable for the failure to perform its obligations hereunder if said failure to perform is due to Force Majeure. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; provided, however, that the party seeking to take advantage of this Section shall notify the other party in writing, setting forth the event giving rise to said failure to perform, within \text{NUMBER OF DAYS} (__) business days after the occurrence of said event.

[SIGNATURES ON THE FOLLOWING PAGE]
IN WITNESS WHEREOF, Ingham County and NAME OF ENTITY have caused this PACE Special Assessment Agreement to be duly executed and delivered as of the date first written above.

Witnessed: By: __________________________, a Michigan _______________

__________________________
Signature of: ____________________________

__________________________
Signature of: ____________________________

Witnessed as to both signatures by:

__________________________
Signature of: ____________________________

__________________________
Signature of: ____________________________

Ingham County, Michigan

State of Michigan )

) ss

County of Ingham )

The foregoing instrument was acknowledged before me this ____ day of _______, 20__, by ______________________ the Authorized Signatory of ______________________________ on behalf of the ________________.

__________________________
Notary Public

__________________________ County, Michigan

My commission expires ________________

DRAFTED BY, WITH THE ACTIVE PARTICIPATION OF
REPRESENTATIVES: WHEN RECORDED RETURN TO:
APPENDIX B

Lean & Green Michigan™ PACE Program Application

Public Act 270 of 2010 ("Act 270") authorizes local units of government to adopt Property Assessed Clean Energy ("PACE") programs to promote the installation of energy efficiency improvements and renewable energy systems by owners of commercial or industrial property within a district designated by Ingham County. Act 270 allows private commercial lenders to finance energy projects and authorizes local units of government to issue bonds, notes and other indebtedness. Act 270 authorizes the assessment of properties for the cost of the energy projects and provides for repayment to local governments through a voluntary property assessment. The property assessment remains with the property and has the same priority as other property tax and assessment liens in the event of foreclosure.

LAGM has developed a PACE program that provides voluntary special assessments for certain energy efficiency improvements and renewable energy systems that are associated with real property.

The property eligibility requirements are as follows:

Property is privately owned commercial or industrial real property within Ingham County’s jurisdictional boundaries, which may be owned by any individual or private entity, whether for-profit or non-profit. MCL 460.933(g). Multi-family residential property is included in the definition of commercial property.

There are no delinquent taxes, special assessments, or water or sewer charges on the property. The Authorized Official at his discretion may disqualify properties that although not currently delinquent, have been delinquent within six months of the application’s submission. MCL 460.941(2)(a).

There are no delinquent assessments on the property under a PACE program. MCL 460.941(2)(b).

The term of assessment shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 25 years. Projects that consist of multiple energy efficiency improvements or renewable energy systems with varying lengths of useful life may blend the lengths to determine an overall assessment term that does not exceed the useful life of the improvements in aggregate. MCL 460.939(i).

An appropriate ratio must be determined for the amount of assessment in relation to the assessed value of the property. The ratio of the amount of the assessment to the market value of the property must be appropriate and shall be set forth in the PACE Special Assessment Agreement for each project. Additionally, the overall indebtedness on the property must be appropriate. In calculating the appropriate ratios, the property owner and the lender providing the financing may determine the market value of the property using either: 1) the market value
of the property before the PACE project as agreed to by the property owner and the lender providing the financing using a proper measure such as a recent appraisal or two times the State Equalized Value; or 2) the market value of the property upon completion of the PACE project as agreed to by the property owner and the lender providing the financing using a proper measure such as an appraisal of the future value of the property or as determined based on the current market value of the property plus 75% of the value of the PACE project. In calculating the appropriate ratio of the amount of the assessment to the market value of the property, the cost of the energy project (excluding closing costs and interest) shall generally not exceed 25% of the market value of the property. In calculating the appropriate ratio of total indebtedness on the property, if the property owner and the lender providing financing calculate an appropriate ratio using the market value of the property before the PACE project, prior debt secured by the building plus the PACE loan shall generally not exceed 95% of the market value of the property. If the property owner and the lender providing financing calculate an appropriate ratio using the market value upon completion of the PACE project, prior debt secured by the building plus the PACE loan shall generally not exceed 90% of the market value of the property. LEP and the Authorized Official may permit projects that exceed these values for reasonable cause on a case-by-case basis, and in such cases must include a letter of explanation as an addendum to the Special Assessment Agreement.

Written consent from the mortgage holder must be obtained if the property is subject to a mortgage. MCL 460.939(k).

A baseline energy audit must be conducted for the property that is approved by LEP and the Authorized Official. Such approval may be granted retroactively if the audit meets the standards of LEP. MCL 460.939(o).

For projects financed for more than $250,000, a performance guarantee must be provided by the contractor(s) to guarantee a savings to investment ratio greater than one (1). MCL 460.939(p). The performance guarantee must meet the standards set by LEP.

For projects financed for more than $250,000, an agreement to conduct annual energy and financial audits must be established with committed financial and logistical arrangements for ongoing verification and measurement of energy savings that meet standards set by LEP. MCL 460.939(p).

Bonds or notes issued under Act 270 shall not be general obligations of the local unit of government, but shall be secured by the voluntary assessments and other security mechanisms provided in the statute. MCL 460.945(2).

The applicant assumes all risk with respect to the implementation of a PACE Program in respect of the applicant’s property. Ingham County is an accommodation party only, and is providing access to the PACE Program so as to enable property owners to make decisions regarding energy improvements to their property in a manner which allows the property owner to make the improvements in a cost-effective manner and for the property owner’s benefit.

Energy projects that may be eligible for PACE assessments include, but are not limited to: equipment, devices, or materials intended to decrease energy consumption, including: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-
glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Board of Commissioners; and a fixture, product, device, or interacting group of fixtures, products, or devices on the customer’s side of the meter that use one (1) or more renewable energy resources to generate electricity, but does not include an incinerator or digester.

Mail or deliver your application and attachments to:

Attention:
Program Administrator for Ingham County PACE Program
c/o Levin Energy Partners, LLC
3400 Russell Street, Suite 255
Detroit, MI 48207

Applications and attachments may also be emailed to the Program Administrator through the webpage www.leanandgreenmi.com. For questions regarding the status of your application please contact the Program Administrator at 313.444.1474.
PACE Program Application

Property and Property Owner Information

1. Property Parcel Legal Name(s) (as they appear on property tax records)
   
   Parcel #: Click here to enter text.
   Address: Click here to enter text.
   Owner: Click here to enter text. (Legal name)

2. Property Type (Check all that apply)
   
   ☐ Commercial
     ☐ Grocery/convenience store
     ☐ Health care/clinic
     ☐ Mixed use
     ☐ Multi-family unit (3 or more)
     ☐ Office
     ☐ Retail
     ☐ Restaurant
     ☐ Recreational
     ☐ Warehouse
     ☐ Other - Please describe Click here to enter text.
   ☐ Industrial
   ☐ Agricultural
   ☐ Nonprofit

3. Property Owner(s) Contact Information
   
   Contact Name: Click here to enter text. (Person that will sign loan documents)
   Company Name: Click here to enter text. (As it should appear in legal documents)
   Address: Click here to enter text.
   E-mail Address: Click here to enter text.
   Telephone Number: Click here to enter text.

4. Property Owner(s) Type
   
   ☐ Individual ☐ LLP ☐ LLC
   ☐ Corporation ☐ 501C3 ☐ Other (please specify)

5. Property Valuation
   
   State Equalized Value (SEV): NA
Date of SEV: NA

Appraisal: Click here to enter text.
Date of Appraisal:  Click here to enter text.

6. Existing Liens Against Property (tax, special assessment, water or sewer charges, etc.)

<table>
<thead>
<tr>
<th>Amount</th>
<th>Type</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
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</tbody>
</table>

Total Dollar Amount of Liens Against Property:  Click here to enter text.

7. Balance of Any Mortgage(s):

<table>
<thead>
<tr>
<th>First Mortgage</th>
<th>Amount of Mortgage</th>
<th>Name of Mortgage Holder</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Second Mortgage</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Additional Debt on Property</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

8. Consent: Consent by mortgage holder(s) obtained, if subject to a mortgage. ☐ Yes

Attach:
☐ Title Report
☐ Appraisal
☐ Property Tax Record
☐ Mortgage Lender Consent
☐ Mortgage Statement

Energy Project Information

1. PACE Project Developer (If you do not have a PACE project developer, contact Lean & Green Michigan)

   Name:  Click here to enter text.
   Address:  Click here to enter text.
   E-mail Address:  Click here to enter text.
   Telephone Number:  Click here to enter text.
   Other Contractors:  Click here to enter text.

2. Overall Energy Project Cost:  Click here to enter text.

3. Savings to Investment Ratio (as provided in Energy Savings Guarantee)*
3a. Year 1: Click here to enter text.
3b. Overall: Click here to enter text.

4. Useful Life of Energy Project Measures: Click here to enter text.

5. User ID for Energy Star Portfolio Manager (for property): Click here to enter text.

Attach:
☐ Baseline energy audit performed on the property
☐ Final scope of work, including useful life calculations of individual measures
☐ Cash flow analysis using LEP model
☐ Energy savings guarantee contract between project developer/contractor and property owner

PACE Loan Details

1. PACE Lender/Capital Provider (If you do not have a PACE lender, contact Lean & Green Michigan)

   Name: Click here to enter text.
   Address: Click here to enter text.
   E-mail Address: Click here to enter text.
   Telephone Number: Click here to enter text.

2. Requested Assessment Amount

   Energy Project Cost: $ Click here to enter text.
   Energy Audit $ Click here to enter text.
   Engineering/Architect Plans $ Click here to enter text.
   Building Permit Fees $ Click here to enter text.
   Other (Please explain) $ Click here to enter text.
   Total Assessment Amount: $ Click here to enter text. (total of all lines above)

3. Requested Assessment Repayment Period: Click here to enter text.

4. Interest Rate Offered By Lender: Click here to enter text.

All Attachments to Application:
☐ Appraisal
☐ Baseline energy audit performed on the property, including useful life calculations of individual measures.
☐ Cash flow analysis using LEP model
☐ Energy savings guarantee contract between project developer/contractor and property owner
☐ Lender Consent from Mortgage Holder
☐ Mortgage Statement
☐ Property Tax Record
☐ Title Report
Property is privately owned commercial or industrial real property within Ingham County’s jurisdictional boundaries, which may be owned by any individual or private entity, whether for-profit or non-profit. MCL 460.933(g). Multi-family residential property is included in the definition of commercial property.

There are no delinquent taxes, special assessments, or water or sewer charges on the property. The Authorized Official at his discretion may disqualify properties that although not currently delinquent, have been delinquent within six months of the application’s submission. MCL 460.941(2)(a).

There are no delinquent assessments on the property under a PACE program. MCL 460.941(2)(b).

The term of assessment shall not exceed the lesser of the useful life of the energy project paid for by the assessment or 25 years. Projects that consist of multiple energy efficiency improvements or renewable energy systems with varying lengths of useful life may blend the lengths to determine an overall assessment term that does not exceed the useful life of the improvements in aggregate. MCL 460.939(i).

An appropriate ratio must be determined for the amount of assessment in relation to the assessed value of the property. The ratio of the amount of the assessment to the market value of the property must be appropriate and shall be set forth in the PACE Special Assessment Agreement for each project. Additionally, the overall indebtedness on the property must be appropriate. In calculating the appropriate ratios, the property owner and the lender providing the financing may determine the market value of the property using either: 1) the market value of the property before the PACE project as agreed to by the property owner and the lender providing the financing using a proper measure such as a recent appraisal or two times the State Equalized Value; or 2) the market value of the property upon completion of the PACE project as agreed to by the property owner and the lender providing the financing using a proper measure such as an appraisal of the future value of the property or as determined based on the current market value of the property plus 75% of the value of the PACE project. In calculating the appropriate ratio of the amount of the assessment to the market value of the property, the cost of the energy project (excluding closing costs and interest) shall generally not exceed 25% of the market value of the property. In calculating the appropriate ratio of total indebtedness on the property, if the property owner and the lender providing financing calculate an appropriate ratio using the market value of the property before the PACE project, prior debt secured by the building plus the PACE loan shall generally not exceed 95% of the market value of the property. If the property owner and the lender providing financing calculate an appropriate ratio using the market value upon completion of the PACE project, prior debt secured by the building plus the PACE loan shall generally not exceed 90% of the market value of the property. LEP and the Authorized Official may permit projects that exceed these values for reasonable cause on a case-by-case basis, and in such cases must include a letter of explanation as an addendum to the Special Assessment Agreement.
ratio will be determined on a project-by-project basis by LEP and shall not exceed 25% of the State Equalized Value without written approval of the Authorized Official. MCL 460.939(j). Written consent from the mortgage holder must be obtained if the property is subject to a mortgage. MCL 460.939(k).

A baseline energy audit must be conducted for the property that is approved by LEP and the Authorized Official. Such approval may be granted retroactively if the audit meets the standards of LEP. MCL 460.939(o).

For projects financed for more than $250,000, a performance guarantee must be provided by the contractor(s) to guarantee a savings to investment ratio greater than one (1). MCL 460.939(p). The performance guarantee must meet the standards set by LEP.

For projects financed for more than $250,000, an agreement to conduct annual energy and financial audits must be established with committed financial and logistical arrangements for ongoing verification and measurement of energy savings that meet standards set by LEP. MCL 460.939(p).
APPENDIX D

SPECIAL ASSESSMENT PARCEL WHICH IS ENCUMBERED BY THE PACE SPECIAL ASSESSMENT ROLL

[PROJECT SPECIFIC]

Parcel

Tax Parcel I.D. No.: _______________________.

PACE Special Assessment Parcel
APPENDIX D
PACE Special Assessment Roll
APPENDIX E

APPENDIX E

PACE SPECIAL ASSESSMENT ROLL

[PROJECT SPECIFIC]

PACE Project Special Assessment

Parcel Number:

Address:

City:

Owner:

Assessment:

Percent:

I certify that the above is the special assessment role created for the PACE project referenced in this document in the applicable township, city, village, or applicable entity, in the State of Michigan, subject to payment of special assessment as outlined in Appendix D of this document.

____________________________________________________
[INSERT COUNTY TREASURER]
Ingham County Treasurer

____________________________________________________
Dated
APPENDIX F

PAYMENT SCHEDULE

[PROJECT SPECIFIC]
This acknowledgement is granted ______ ___, 20__, by NAME OF MORTGAGE HOLDER (the “Lender”), and for the benefit of NAME OF ENTITY (the “Property Owner”), and Ingham County in the State of Michigan.

Recitals

A. Pursuant to Public Act No. 270 of 2010, Ingham County established the Ingham County Property Assessed Clean Energy (“PACE”) Program on ______ ___, 20___, by RESOLUTION # to promote installation of energy efficiency improvements and/or renewable energy systems.

B. The Property Owner has applied to the Program to finance the amount of $ AMOUNT OF FINANCING, to be paid back as an assessment on Property Owner’s real property, described in Appendix D attached hereto (the “Property”), over a period of NUMBER OF YEARS years.

C. Owner has previously executed a mortgage, deed of trust, dated ______ ___, 20___, to the Lender, covering the Property, to secure a promissory note in the sum of $ AMOUNT OF LOAN, and recorded on _____ ___, 20__ at Liber ___, Page ____, Ingham County Register of Deeds.

D. Repayment by the Property Owner under the PACE Special Assessment Agreement will be a statutory assessment levied against the Property notice of which shall be recorded against the Property in the Office of the Register of Deeds for Ingham County, Michigan, and which assessment, together with interest and any penalties, shall constitute a lien (the “Lien”) on the Property, and shall be collected subject to the terms agreed to between the parties and as contained in the PACE Special Assessment Agreement.

Consent and Acknowledgement

Lender acknowledges that it has been informed of the Property Owner’s participation in the Ingham County PACE Program, and agrees that Property Owner’s execution of the PACE Special Assessment Agreement will not constitute a default under Lender’s Deed of Trust.

---

1 If property being improved has no mortgage, please submit documentation demonstrating such.
Execution of this Consent and Acknowledgement by Lender’s representative shall constitute full and complete consent to the Property Owner’s participation in the Ingham County PACE Program.

Name of Lender: ___________________________  Date: ___________________________

By: ___________________________

Title: ___________________________

STATE OF MICHIGAN  )
COUNTY OF INGHAM  ) ss

The foregoing instrument was acknowledged before me this ___ day of ______, 20__, by ___________________, on behalf of ___________________.

____________________________________
Notary Public
________ County, State of ____________
Acting in ____________ County
My Commission Expires:
Description of Improvements
APPENDIX H

APPENDIX H

DESCRIPTION OF IMPROVEMENTS

[PROJECT SPECIFIC]
BACKGROUND
This Resolution approves entering a contract with the City of Lansing for $12,500 to be used to support Community Corrections Advisory Board (CCAB) administrative costs and collaborative efforts with the 54-A District Court and Probation Office for City FY 2018-2019.

ALTERNATIVES
Without these funds an additional $12,500 would be required to cover CCAB Manager, personnel costs ($6,250) and CCAB Staff Consultant costs ($6,250).

FINANCIAL IMPACT
Community Corrections administration is funded with a combination of State of Michigan Public Act 511 funds, Ingham County general funds, and City of Lansing grant funds.

STRATEGIC PLANNING IMPACT
This resolution supports the overarching long-term objective of providing easy access to quality, innovative, cost effective services that promote well-being and quality of life for the residents of Ingham County, specifically section A 2. (e) of the Action Plan – Combine Jail sentences with substance abuse and other treatment programming when appropriate to reduce recidivism.

OTHER CONSIDERATIONS
Community Corrections administration and the continuation of Public Act 511 treatment and service programs for Circuit Court probationers are dependent upon funding received from the State of Michigan, Ingham County, and the City of Lansing.

RECOMMENDATION
Based on the information presented, the CCAB recommends approval of the attached resolution to support Community Corrections administration.
Res: Intro: Law & Courts & Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZED A CONTRACT WITH THE CITY OF LANSING FOR AN ALLOCATION OF FUNDS TO INGHAM COUNTY/CITY OF LANSING COMMUNITY CORRECTIONS FOR THE CITY 2018-2019 FISCAL YEAR**

WHEREAS, the Community Corrections Advisory Board requests authorization for a contract to be entered between the County and the City of Lansing for an allocation of funds to Community Corrections for the City 2018-2019 fiscal year; and

WHEREAS, the Michigan Community Corrections Act of 1988 (PA511) authorizes the establishment of a Community Corrections Advisory Board (CCAB) and Community Corrections programming; and

WHEREAS, Ingham County and the City of Lansing formed a joint CCAB in 1990; and

WHEREAS, a Comprehensive Community Corrections Plan was approved by the Ingham County Board of Commissioners and the Lansing City Council; and

WHEREAS, the City of Lansing approved an allocation of $12,500 to be used to assist with CCAB administration and to support collaborative efforts with the City of Lansing, 54-A District Court and 54-A District Court Probation Department.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves entering into a contract with the City of Lansing for $12,500 for the time period of July 1, 2018 through June 30, 2019.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized to sign any necessary contracts and/or subcontracts consistent with this resolution subject to approval as to form by the County Attorney.
TO: Board of Commissioners Law & Courts and Finance Committees
FROM: Mary Sabaj, CCAB Manager
DATE: May 22, 2018
SUBJECT: Resolution Authorizing Submission of Grant Application and Entering MDOC Contract and Program Subcontracts

For the meeting agendas of May 31 and June 6

BACKGROUND
Community Corrections submits an annual grant application that covers partial administrative costs and all of the PA511 State funded community based programs for adult felony probationers. The funding request for FY2018-2019 includes Day Reporting, Relapse Prevention and Recovery treatment groups for men and women, a part time Pretrial Services Investigator and Electronic Monitoring services for indigent pretrial defendants, Gatekeeper services, MRT Cognitive Change groups for men and women, Domestic Violence Intervention groups, and Opioid Specific Program services.

ALTERNATIVES
Without these funds, programming will only be available on a client pay basis which will limit or preclude access to much needed treatment and services.

FINANCIAL IMPACT
The FY 2018-2019 Application request will provide funding in the amount of $326,157, covering partial administration costs and all PA511 treatment and service programs for adult felony probationers. Residential services are also available and valued at $531,075.

STRATEGIC PLANNING IMPACT
This resolution supports the overarching long-term objective of providing easy access to quality, innovative, cost effective services that promote well-being and quality of life for the residents of Ingham County, specifically section A 2. (e) of the Action Plan – Combine Jail sentences with substance abuse and other treatment programming when appropriate to reduce recidivism.

OTHER CONSIDERATIONS
The FY 2018-2019 Community Corrections Comprehensive Plan and annual Application are designed to result in the efficient use of State and local corrections resources by providing safe program alternatives to incarceration and by effectively addressing barriers to offender success. This saves jail beds and improves successful outcomes for participants, enabling them to become productive members of the community who are able to take responsibility for themselves and their families, as well as meet their court ordered obligations.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution to support Community Corrections administration and programming for FY2018-2019.
INTRODUCED BY THE LAW & COURTS AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE SUBMISSION OF A GRANT APPLICATION AND A CONTRACT WITH THE MICHIGAN DEPARTMENT OF CORRECTIONS FOR INGHAM COUNTY/CITY OF LANSING COMMUNITY CORRECTIONS AND PROGRAM SUBCONTRACTS FOR FY 2018-2019

WHEREAS, the State Community Corrections Advisory Board, the Ingham County Board of Commissioners, and the City of Lansing approved the original Ingham County/City of Lansing Community Corrections Comprehensive Plan in 1991; and

WHEREAS, the State Community Corrections Advisory Board approved the Funding Application and Plan for FY 2018-2019; and

WHEREAS, the FY 2018-2019 Application provides for the following CCAB Plans and Services programming: Relapse Prevention and Recovery ($67,898) to be provided by C-E-I CMH; Gatekeeper services ($4,069) to be provided by the CCAB Staff Consultant; MRT Cognitive Change Groups ($26,082) to be provided by Prevention and Training Services; Domestic Violence Intervention Groups ($12,000) to be provided by Prevention and Training Services; Opioid Specific Program services ($55,000) to be provided by Tri County Community Adjudication Program; Day Reporting services ($53,700) to be provided by Northwest Initiative – ARRO; and, Electronic Monitoring Services for Pretrial defendants ($10,134) to be provided by Sentinel, Inc., for a subcontracted program total of $254,566 for the time period of October 1, 2018 through September 30, 2019; and

WHEREAS, the FY 2018-2019 Application also provides funding for a special part-time Pretrial Services Investigator ($25,683) to enhance the community supervision capacity of 30th Circuit Court Pretrial Services and for CCAB Administration in the amount of $50,422 for a Plans and Services total of $304,988 for the time period of October 1, 2018 through September 30, 2019; and

WHEREAS, the FY 2018-2019 Application also provides for 1.23 beds per day funded with Drunk Driver Jail Reduction – Community Treatment Program (DDJR-CTP) grant funds in the amount of $21,169; and

WHEREAS, Ingham County is also provided with availability of a projected average daily population of 30 residential beds with M.D.O.C. contracting directly, with residential providers rather than with local jurisdictions, for a projected value of $531,075; and

WHEREAS, pursuant to the FY 2018-2019 Application, the County may enter into subcontracts for the purpose of implementing Plans and Services programs and services identified in the Community Corrections Plan and Application; and

WHEREAS, the Subcontractors for Plans and Services programming are willing and able to provide the services that the County requires.
THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an Agreement with the Michigan Department of Corrections for Ingham County/City of Lansing Community Corrections for FY 2018-2019 in the amount of $304,988 in CCAB Plans and Services and Administration funds, and $21,169 in Drunk Driving Jail Reduction and Community Treatment Program funds for a total of $326,157 for the time period of October 1, 2018 through September 30, 2019.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into subcontracts for CCAB Plans and Services programming from October 1, 2018 through September 30, 2019 with Prevention and Training Services for the cost of MRT Change Groups for a cost not to exceed $26,082; with Prevention and Training Services for the cost of Domestic Violence Intervention Groups for a cost not to exceed $12,000; with Tri County Community Adjudication Program for the cost of Opioid Specific Program services not to exceed $55,000; with CEI Community Mental Health for the actual cost of Relapse Prevention and Recovery services not to exceed $67,898; with Northwest Initiative - ARRO for the actual cost of Day Reporting services not to exceed $53,700; and with Sentinel, Inc. for the actual cost of electronic monitoring services for Pretrial defendants not to exceed $10,134.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the continued funding of a special part-time (19 hours per week) Pretrial Services Investigator position at the ICEA PRO06 salary grade not to exceed $25,683.

BE IT FURTHER RESOLVED, that entering into the subcontracts and maintaining the Pretrial Services Investigator position are contingent upon entering into the Agreement with the State.

BE IT FURTHER RESOLVED, that the subcontracts and Pretrial Services Investigator position are contingent throughout the subcontract period on the availability of grant funds from the State of Michigan for these purposes.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any necessary contracts/subcontracts consistent with this resolution subject to approval as to form by the County Attorney.
TO: Board of Commissioners, Finance and Law & Courts Committee
FROM: John Dinon, Director – Ingham County Animal Control and Shelter
DATE: 21 May 2018
SUBJECT: Resolution to accept Banfield Foundation Grant
For the meeting agendas of May 31, June 6 and June 12

BACKGROUND
The Ingham County Animal Control and Shelter (ICACS) has applied for and been awarded a grant of $12,285.85 to purchase surgical and exam room lights for the new animal shelter.

ALTERNATIVES
If the grant is not accepted, ICACS will purchase the equipment from the project budget or with funds donated to the Ingham County Animal Shelter Fund.

FINANCIAL IMPACT
Accepting the grant will free up project funds or other donations for other uses.

OTHER CONSIDERATIONS
None.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution to accept the Banfield Foundation Grant.
Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ACCEPT A GRANT FROM THE BANFIELD FOUNDATION TO PURCHASE SURGERY AND EXAM LIGHTS FOR THE NEW ANIMAL SHELTER

WHEREAS, the Ingham County Animal Control and Shelter has applied for and has been approved to receive a grant from the Banfield Foundation; and

WHEREAS, the purpose of this grant is to purchase surgical and exam lights for the new animal shelter; and

WHEREAS, the award amount of this grant $12,285.85.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves acceptance of the grant from the Banfield Foundation for $12,285.85 with no match requirement.

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

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Controller/Administrator to make the necessary budget adjustments to the Ingham County Animal Shelter Construction budget.
TO: Board of Commissioners Law & Courts/Finance Committees  
FROM: Lance Langdon, 9-1-1 Center Director  
DATE: May 21, 2018  
SUBJECT: Renewal of Software Support with TriTech for the 9-1-1 Center CAD system  
For the meeting agenda of May 31, 2018

BACKGROUND  
The Board purchased a new 9-1-1 Computer Aided Dispatch (CAD) System with Resolution #14-081, which went live in April of 2015. This like most computer systems require support and maintenance fees to be paid for the companies to constantly maintain, update and improve the systems. The renewal for 2018 effective date is from April 14, 2018 to April 13, 2019. The support agreement is updated yearly, with a cost increase this year of 2.2% which they have tied to the consumer price index.

ALTERNATIVES  
With the operation of any system of this type, support and maintenance fees are expected. There is not an option to use a software program of this type without this support, and as such there are really no alternatives to approving this agreement.

FINANCIAL IMPACT  
The cost of this contract is $122,394.82 for the listed period. This amount was included in the 2018 9-1-1 Center operations budget.

OTHER CONSIDERATIONS  
The renewal date was in April but they have continued to provide support with no reduction or delay in services.

RECOMMENDATION  
Based on the information presented, I respectfully recommend approval of the support agreement for the above stated amount.
INTRODUCED BY THE LAW & COURTS AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE SOFTWARE SUPPORT AGREEMENT WITH TRITECH FOR THE COMPUTER AIDED DISPATCH (CAD) SYSTEM

WHEREAS, the Ingham County Board of Commissioners operates the 9-1-1 Emergency Telephone Dispatch System through the Ingham County 9-1-1 Central Dispatch Center; and

WHEREAS, the Ingham County Board of Commissioners previously authorized the acquisition of a Tritech Computer Aided Dispatch System (CAD) for the Ingham County 9-1-1 Center under Resolution #14-081; and

WHEREAS, the 9-1-1 Center needs to continue to contract with Tritech for the ongoing maintenance and support of the Ingham County 9-1-1 CAD system; and

WHEREAS, the 9-1-1 Director recommends continuing the use of the Tritech CAD system, and renewal of the support agreement, which has been budgeted for in the center’s 2018 budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the 2018 Tritech Support Renewal Agreement between Tritech and Ingham County 9-1-1 Center for the Computer Aided Dispatch System through April 13, 2019, at a cost of $122,394.82.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized to sign any necessary contract/documents on behalf of the County after approval as to form by the County Attorney.
TO: Board of Commissioners, Human Services and Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: May 22, 2018

SUBJECT: Extending the current Tri-County Office on Aging (TCOA) lease agreement

For the meeting agendas of: June 5 & June 6

BACKGROUND
TCOA has a building lease with Ingham County that expired December 31, 2017. Language in the original agreement states an option to renew the lease agreement for an additional (5) five years. TCOA wishes to exercise this option. If approved, the lease will extend through December 31, 2022.

ALTERNATIVES
There are no alternatives to this request.

FINANCIAL IMPACT
Monthly lease payments are charged by Financial Services based on square footage, as appropriate.

STRATEGIC PLANNING IMPACT
This resolution supports the goals and strategies which address our service to the community and employees alike.

OTHER CONSIDERATIONS
There are no other considerations for this agreement.

RECOMMENDATION
Based on the information presented, approval is requested to extend the TCOA lease agreement for an additional (5) five years.
Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO EXTEND THE CURRENT TRI-COUNTY OFFICE ON AGING (TCOA) LEASE AGREEMENT

WHEREAS, TCOA has a building lease with Ingham County that expired December 31, 2017; and

WHEREAS, language in the original agreement states an option to renew the lease agreement for an additional (5) five years; and

WHEREAS, TCOA wishes to exercise this option; and

WHEREAS, if approved, the lease will extend through December 31, 2022; and

WHEREAS, monthly lease payments are charged by Financial Services based on square footage, as appropriate.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes a five year lease renewal to begin January 1, 2018 through December 31, 2022, with lease payments handled by the Financial Services Department based on square footage, as appropriate.

BE IT FURTHER RESOLVED, that all other terms and conditions set forth in the lease agreement remain unchanged.

BE IT FURTHER RESOLVED, 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 Human Services and Finance Committees  
FROM: Linda S. Vail, MPA, Health Officer  
DATE: May 16, 2018  
SUBJECT: Agreement with AGS Data LLC  
For the meeting agendas of June 4 and June 6, 2018

BACKGROUND
Resolution # 17 – 385 authorized acceptance of the Kresge Foundation’s Emerging Leaders in Public Health (ELPH) Grant funds for a project totaling $125,000 for the period of August 1st, 2017 - September 30, 2018. Under this grant, ICHD is required to establish a new role for ICHD in creating a designation of best practice for exemplifying Health Equity & Social Justice (HESJ) in everyday practice and service; provide technical assistance, consultation, and training for improved service delivery; and position ourselves to pilot test, incubate, and disseminate trainings with applied HESJ concepts.

Since 2005, ICHD has been working to transform public health practice by devising a methodology for organizations to intentionally incorporate a health equity and social justice framework successfully. After a decade, ICHD feels the need to reevaluate its health equity and social justice training program and revise it so that it reflects the knowledge acquired in the areas of health equity and justice that have been developed since the program’s inception and incorporate the experiences of the department in implementing a health equity/social justice program to meet the challenges of the future. A health equity self-assessment of the ICHD workforce is required to lay the groundwork for a new health equity training program.

Following a Request For Proposals process overseen by the Purchasing Department, ICHD selected AGS Data LLC to assist the department in conducting the self-assessment. AGS Data, LLC will perform the following services:

1. Administer, analyze, and report on an assessment of ICHD/ICHG staff;
2. Administer, analyze, and report on interviews of ICHD/ICHG administration;
3. Administer, analyze, and report on the assessment of the department’s effectiveness from the viewpoint of its community partners; and
4. Develop a self-assessment tool based on the Bay Area Regional Health Inequities Initiative (BARHII) staff self-assessment for organizations that are not focused on public health.

The cost of this agreement totaling $19,920 is completely funded by the Kresge ELPH Grant and will be effective upon full execution of the contract through September 30, 2018.

ALTERNATIVES
There are no alternatives.

FINANCIAL IMPACT
Costs associated with this agreement will be completely funded by the Kresge ELPH Grant.

OTHER CONSIDERATIONS
There are no other considerations.
RECOMMENDATION
Based upon the information presented, I respectfully recommend approval of the attached resolution to enter an agreement with AGS Data, LLC in the amount of $19,920.00, effective from June 15, 2018 through September 30, 2018.
TO: Debbie Edokpolo, Deputy Health Officer
FROM: James Hudgins, Director of Purchasing
DATE: April 30, 2018
RE: Memorandum of Performance for RFP No. 65-18: Health Equity Self-Assessment

Per your request, the Purchasing Department sought proposals from persons or organizations that can assist the Health Department in conducting a health equity self-assessment and lay the groundwork for a new health equity training program.

The Purchasing Department can confirm the following:

<table>
<thead>
<tr>
<th>Function</th>
<th>Overall Number of Vendors</th>
<th>Number of Local Vendors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendors invited to propose</td>
<td>34</td>
<td>13</td>
</tr>
<tr>
<td>Vendors responding</td>
<td>2</td>
<td>1</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Local Preference</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGS Data LLC</td>
<td>No, Kalamazoo</td>
<td>$19,920.00</td>
</tr>
<tr>
<td>Public Sector Consultants Inc.</td>
<td>Yes, Lansing</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>

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 a resolution for Board approval. Please call me at your convenience to discuss the applicability of the Local Purchasing Preference Policy with this project.

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 or by phone at 676-7309.
# PERSONAL LIABILITY UMBRELLA POLICY

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to premiums, rules, and forms in effect for each succeeding policy period. If this policy is terminated, we will give you written notice in compliance with the policy provisions or as required by law.

<table>
<thead>
<tr>
<th>Coverage(s)</th>
<th>Limit of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Coverage A - Personal Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Self-Insured Retention</td>
<td>$500</td>
</tr>
</tbody>
</table>

## Required Underlying Insurance

(Terms in bold in this section are defined in the policy)

### Minimum Underlying Limits

<table>
<thead>
<tr>
<th>Type of Policy</th>
<th>Combined Limits</th>
<th>Split Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Automobile Liability</td>
<td>$500,000</td>
<td>Bodily Injury - $250,000 Per Person</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Property Damage - $500,000 Per Accident</td>
</tr>
<tr>
<td>Recreational Motor Vehicle Liability</td>
<td>$500,000</td>
<td>Bodily Injury - $250,000 Per Person</td>
</tr>
<tr>
<td>Including Passenger Bodily Injury</td>
<td></td>
<td>Property Damage - $500,000 Per Accident</td>
</tr>
<tr>
<td>Personal Residential Liability</td>
<td>$100,000</td>
<td></td>
</tr>
<tr>
<td>Watercraft Liability</td>
<td>$100,000</td>
<td></td>
</tr>
</tbody>
</table>

## Forms & Endorsements

- Personal Liability Umbrella
- Fuel Oil Exclusion
- Notice in Event of Liab Claim

| Policy Premium | $107 |

Other limits and exclusions may apply - refer to your policy.

**Policy Number**: 22-C6-T579-6

**Policy Period**: OCT 20 2017 - OCT 20 20

**Expiration Date**: OCT 20 20

The policy period begins and ends at 12:01 am standard time at the named insured's address.
CONTINUED FROM FRONT SIDE

PERSONAL LIABILITY UMBRELLA POLICY
FE-5837 FUEL OIL EXCLUSION ENDORSEMENT

EXCLUSIONS
The following exclusion is added:

We do not provide any coverage under this policy for any loss arising out of the actual, alleged or threatened discharge, seepage, leakage, migration, dispersal, spill, release, emission, escape, leaching or disposal of fuel oil.

FE-5837

NOTICE IN THE EVENT OF A LIABILITY CLAIM

The following apply with respect to any claim for liability protection under this policy:

1. Notice given by or on behalf of the insured to an authorized agent of the company, with particulars sufficient to identify the insured, will be considered to be notice to the company; and

2. Failure to provide initial notice of a claim or any subsequent information required in conjunction with that claim within time frames required by the policy will not invalidate a claim made by the insured if it is shown that it was not reasonably possible to do so and that the notice or information was provided as soon as it was reasonably possible.

FE-5499
Agenda Item 8

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ENTER AGREEMENT WITH AGS DATA, LLC

WHEREAS, Resolution #17–385 authorized acceptance of the Kresge Foundation’s Emerging Leaders in Public Health (ELPH) Grant funds for a project totaling $125,000 for the period of August 1st, 2017 - September 30, 2018; and

WHEREAS, under this grant, ICHD is required to establish a new role for ICHD in creating a designation of best practice for exemplifying Health Equity & Social Justice (HESJ) in everyday practice and service; provide technical assistance, consultation, and training for improved service delivery; and position ourselves to pilot test, incubate, and disseminate trainings with applied HESJ concepts; and

WHEREAS, since 2005, ICHD has been working to transform public health practice by devising a methodology for organizations to intentionally incorporate a health equity and social justice framework successfully; and

WHEREAS, after a decade, ICHD feels the need to reevaluate its health equity and social justice training program and revise it so that it reflects the knowledge acquired in the areas of health equity and justice that have been developed since the program’s inception and incorporate the experiences of the department in implementing a health equity/social justice program to meet the challenges of the future; and

WHEREAS, a health equity self-assessment of the ICHD workforce is required to lay the groundwork for a new health equity training program; and

WHEREAS, following a Request For Proposals process overseen by the Purchasing Department, ICHD selected AGS Data LLC to assist the department in conducting the self-assessment. AGS Data, LLC will perform the following services:

1. Administer, analyze, and report on an assessment of ICHD/ICHC staff;
2. Administer, analyze, and report on interviews of ICHD/ICHC administration;
3. Administer, analyze, and report on the assessment of the department’s effectiveness from the viewpoint of its community partners; and
4. Develop a self-assessment tool based on the BARHII staff self-assessment for organizations that are not focused on public health; and

WHEREAS, the cost of this agreement totaling $19,920 is completely funded by the Kresge ELPH Grant and will be effective upon full execution of the contract through September 30, 2018; and

WHEREAS, the Health Officer recommends approval of this agreement with AGS Data, LLC for the purpose of providing research, assessment, and evaluation consultation services which are necessary components for implementing this transformative role.
THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes approval of an agreement with AGS Data, LLC for the purpose of providing research, assessment, and evaluation consultation services effective June 15, 2018 through September 30, 2018 in an amount not to exceed $19,920.

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 that Board Chairperson is authorized to sign any necessary contract documents after review and approval as to form by the County Attorney.
Agenda Item 9

TO: Board of Commissioners Human Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: May 23, 2018
SUBJECT: Application and Scoring Criteria Forms for the Trails and Parks Millage and Opening of Next Round of Grants

For the meeting agenda of 7/04/18 Human Services and 7/06/18 Finance

BACKGROUND
The Park Commission reviewed and edited the Trails and Parks Millage Grant Application and Scoring Criteria, taking into consideration the comments from the BOC in the last round of grants. Changes were made to the application itself as well as the scoring criteria.

There were two changes to the Application. The first change clarified the fact that small communities will be scored separately if said communities contribute less than 5% of the total county millage revenue annually. This was previously approved but the Park Commission wanted to specifically outline this. The second change was the addition of the last line in question #4 instructing the communities to reference BOC Resolution #18-054 for design standard clarification.

The Scoring Criteria was streamlined from six questions down to four, focusing on County Trail Priorities as well as creating a formula allowing the percentage of match to carry more weight in the scoring process. The first question now asks if the proposed project contributes to the completion of one of the top five scoring New Trail Preferences as listed in the Ingham County Trails and Parks Comprehensive Report, which will aid the BOC in approving projects that will help reach the overall goal of the County. The match formula was created to assist in assigning points to the amount of match put forth by the applying entity and to give more weight to the percentage given by the entity. The number of points a project will receive is determined by dividing the percent match by 10 then multiplying that number by three (ex: 63% match will receive 18.9 points). Question four combined original questions five and six by asking scorers to consider how the project will benefit the County as well as other project related questions such a complexity, lengthiness, and partnership support.

The resolution also opens the application period for the fourth round of grants. Applications will be open on June 18, 2018 and be due on August 31, 2018. Following due diligence by staff and the Park Commission, final approval is expected from the Board of Commissioners in January or February of 2019.

ALTERNATIVES
The results were refined to produce the most viable and acceptable approach to Trails & Parks Application and Scoring and Ranking for the applications. This process will be repeated annually with the review by the Park Commission moving forward with the Trails & Parks Millage to ensure that the application and scoring criteria stay current and are in line with the needs of the program. The only alternative is to keep the Trails & Parks Millage funding process as it currently is.

FINANCIAL IMPACT
There are no financial impacts. This resolution continues with the framework of allowing the Board of Commissioners to allocate Trails & Parks Millage funding over a multi-year period, and providing a mechanism for small communities to have small funding requests considered separately. Funds available for allocation include $928,817.00 for 2019 and $2,218,575.00 for 2020.
STRATEGIC PLANNING IMPACT
This resolution supports the overarching long-term objective of striving to make facilities and services user-friendly, specifically Section A. 1(f) - Maintain and improve existing parkland, facilities and features, 1(g) - Work to improve accessibility for visitors of all ages and abilities and 1(h) - Enhance existing trails and blueways, and develop new multi-use trails and blueways, that connect parks with recreational, residential, cultural, and business centers throughout Ingham County.

OTHER CONSIDERATIONS
The Parks & Recreation Commission support this resolution and have thoroughly edited the application and scoring/ranking criteria at their May 21, 2018 meeting.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the resolution authorizing the edits to the Trails and Parks Program Application, the scoring criteria, and the timeline.
INTRODUCED BY THE HUMAN SERVICES AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE APPLICATION FORM, SCORING CRITERIA FOR THE TRAILS AND PARKS MILLAGE, AND DECLARING A FOURTH ROUND OF APPLICATIONS FOR THE TRAILS AND PARKS MILLAGE

WHEREAS, in November 2014, the electorate approved a countywide trails and parks millage levy of 50/100 (.50) of one mill to be used for the purpose of creating and maintaining a county system of recreational trails and adjacent parks trail system, which may incorporate trails or parks created by local units of government, including Lansing’s River Trail, and may acquire rights of way to connect and extend existing trails; and

WHEREAS, the Park Commission reviewed and edited the Application and Scoring Criteria forms and has developed the following attachments for approval by the Board of Commissioners; and

WHEREAS, the Application shown in Attachment A reflects changes outlining the separate scoring of small communities and including the instruction that the awarded communities need to reference BOC Resolution #18-504 for design standards; and

WHEREAS, the Scoring Criteria shown in Attachment B has been edited to allow the percentage of match to be weighted more heavily, allows the County to recognize if the project is one of the County Trail Priorities as well as recognizing project complexities, lengthiness, and partnership support.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners adopts the recommended application edits for Trails and Parks Millage funding (attachment A) with the changes outlined above.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners adopts the scoring criteria for use by Park Commission and staff for scoring applications for funding (attachment B) with the changes outlined above.

BE IT FURTHER RESOLVED, that a fourth round of applications will be taken beginning June 18, 2018 that will address new construction as identified as regional priority corridors in figure 24 of the Mannik & Smith Trails and Parks Comprehensive Report, and special projects (including blue ways) as well as repairs, rehabilitation, and long-term maintenance projects.

BE IT FURTHER RESOLVED, that application forms will be reviewed and approved by the Board of Commissioners prior to the fifth round.
Exhibit A:

Ingham County Trails and Parks Program Application

Ingham County
Parks and Recreation Commission
P.O. Box 178
121 E. Maple Street, Suite 102
Mason, MI 48854

Trails and Parks Program Application

In November 2014, Ingham County voters approved a 0.5 mill tax millage to support the development of a countywide regional trails and parks system through 2020. The overall goal of the Ingham County Regional Trails and Parks Millage Fund is to create and maintain a sustainable countywide system of recreation trails and adjacent parks within Ingham County. All Ingham County municipalities are eligible to apply. In addition, 501(c) (3) non-profit organizations may apply for grant funds so long as they partner with an Ingham County municipality which contributes tax dollars to the Trails and Parks Millage.

Funds must be matched by the local community with their own funds, or in-kind services, or funds obtained from other sources, i.e., state, federal, private or other allocations. Applications for County Trails and Parks Program funding must include a resolution (s) of support for the project from the governing body (ies) of the community where the trail project or blueways project is proposed. Eligible projects must fit the following categories: New Construction; Repair, Rehabilitation, or Long-Term Maintenance; and Special Project(s), (including blueways).

Project applications must be received by 5pm August 31 for funding consideration in the following year. Projects deemed worthy of funding may be approved at the January Ingham County Board of Commissioners meeting. The following information will be used by the Ingham County Parks and Recreation Commission in determining and recommending which projects should be funded by the Board of Commissioners. Projects already locally approved and bid will not be eligible for millage funding. Please submit applications to Melissa Buzzard at mbuzzard@ingham.org

| **APPLICANT** |  |
| Agencies: | Contact Person: |
| Address: |  |
| City: | State: | ZIP Code: |
| Phone: | Fax: | Email: |

| **PROJECT SUMMARY** |
| Project Title: |
| Total Amount Requested: $ |

- Distance of repaired/new construction in feet/miles:
- Trail/blue ways: 
- Boardwalk: 
- Bridge: 
  - New Construction
  - Repair, Rehabilitation, Long-term Maintenance
  - Special Project
  - Small grant: Up to $50,000 for municipalities contributing less than 5% of total county millage revenue annually. See Figure 1.* (Small grants will be scored separately)
If you have applied for multiple projects, please prioritize and rank your projects within each category from highest priority to lowest priority in each category:

<table>
<thead>
<tr>
<th>New Construction</th>
<th>Repair/Rehabilitation/Long-term Maintenance</th>
<th>Special Projects</th>
</tr>
</thead>
</table>

**Town, Range and Section Numbers of Site Location**

(Town):  | (Range):  | (Section):  

**Brief Project Description** (Provide a brief project description and why it should be funded. 250 word limit.)
**ESTIMATED COSTS/BUDGET**

Provide each scope/budget item and how the budgeted amount was calculated. List amounts requested from local sources, state or federal grants as well as amounts from foundations, corporations, and other funding sources (in-kind support or other). Engineering amount generally not to exceed 15% of total project expenses. Contingency amount not to exceed 10%.

**EXPENSES**

<table>
<thead>
<tr>
<th>Scope Item(s)</th>
<th>Quantity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-Acquisition/Right-of-Way/Easement/Permits</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2-Design Engineering</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3-Construction</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4-Construction Engineering</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5-Contingency</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6-Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7-Other</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Other Fees (i.e., Permitting, etc…)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Project Expenses</strong></td>
<td></td>
<td><strong>$</strong></td>
</tr>
<tr>
<td><strong>Provide detailed cost estimate for Project</strong></td>
<td></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

**APPLICANT FUNDS**

When municipalities apply for funding from the Ingham County Trails and Parks Millage using a local match, the match should represent new investment in land acquisition and trail development, as opposed to dollars spent in previous years.

<table>
<thead>
<tr>
<th>Local Contribution</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Grant Contributions</td>
<td></td>
</tr>
<tr>
<td>Name of Grantor(s)</td>
<td>Amount</td>
</tr>
<tr>
<td></td>
<td>$ _____</td>
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<tr>
<td>Name of Partner(s)</td>
<td>Amount</td>
</tr>
<tr>
<td></td>
<td>$ _____</td>
</tr>
<tr>
<td>Name of Donor(s)</td>
<td>Amount</td>
</tr>
<tr>
<td></td>
<td>$ _____</td>
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</table>

In-Kind Support

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Description</th>
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</thead>
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<tr>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td></td>
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</table>

Other

<table>
<thead>
<tr>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ _____</td>
</tr>
</tbody>
</table>

Total Applicant Funds

$_______

*Millage Funds REQUESTED (does not count as match) $_______

*This amount (Millage Funds Request) plus the Total Applicant Funds must equal Total Project Expenses

Total % of matching Funds

% Match
**DESIGN/SCOPE OF THE PROJECT - (Attachments as needed)**

Provide a (detailed) description of the project you are proposing, with reference to specific scope items. Describe the features of the project and all factors that affected your design or program. Describe how your design was chosen, and why it is appropriate for the proposed project. Use this opportunity to explain why you chose the type and placement of particular scope and design elements. Explain how your project design meets or exceeds standards. (If your project addresses a clearly identified item from the Ingham County Trails and Parks Comprehensive Report, please identify that with a reference to the report – page #, table #, or identifying marker (i.e. Bridge # CL-01-SCT-SC)). (No minimum word count-attachments as needed.)
**PROJECT INFORMATION & DETAILED DESCRIPTION (as applicable)**

1. **Describe in detail any other available funders and partners.**
   
   Your discussion should address whether your project has funding available through grants or partner contributions; has funding available through donations or in-kind services; and/or has funding available through local community match and what total percent of the project these all account for. This should be detailed on the Estimated Costs/Budget sheet also. Local agencies are required to list Ingham County Parks as a contact in TAP applications that propose Ingham County Parks Millage funding as part of their match. 250 word limit.

2. **Discuss how the project is improving regional connectivity.**
   
   Your discussion should address how the project provides, supports and relates to the Ingham County regional priority corridors as depicted on Figure 24 of the Ingham County Regional Trails and Parks Network either as an existing trail repair/rehabilitation/long-term maintenance, new regional trail construction or new local trail access to the regional network (including enabling water trail access); improves access to Ingham County Parks; improves access to major regional destinations such as commercial and employment centers as well as community facilities, schools, colleges and universities; expands transportation options; provides for recreation; increases access to sites of natural, scenic or historic interest; and any other related information. 250 word limit.
3. Describe how the project responds to public demand and has public support.
   Your discussion should address how the project is based on public demand; has been prioritized in adopted plans; has volunteer and/or partner organization support; is a community interest project that supports partnerships, shared resources or coincides with other planning and development activities; has the support of multiple jurisdictions and/or stakeholders; and any other related information. 250 word limit.

4. Explain how the project meets acceptable design standards and is the best design solution.
   You must have on staff, or hire a Michigan licensed professional engineer or a landscape architect, and all construction (new or rehab) must be according to current MDOT standard and specifications for construction of trails, bridges, and boardwalks and any other support facilities. Trail repair and maintenance projects may not require an engineer or landscape architect. (Deviation from this requirement needs to be stated and explained. The County will review on a case by case basis.) Any work in the road Right of Way, not just ped crossings, needs to meet applicable permit requirements. You must meet permit requirements for any pedestrian crossings of the given road agency—Michigan Department of Transportation (MDOT), Ingham County Road Department or whatever City your community is in. You must have the necessary/required permitting, be it public/road rights-of-way, local ordinance (township or municipality), environmental (Michigan Department of Environmental Quality-MDEQ), Drain office, etc. Your description should address how the project is physically separated from streets and roadways where possible; provides a variety of experiences that can be enjoyed by a diversity of users, including people of all ages and abilities; meets or exceeds the minimum accessibility requirements of the ADA; design alternatives to the project have been examined to minimize impact on the environment; meets AASHTO guidelines for alignment, grade, width, vertical clearance, and loading intersection and crossing design (deviation from AASHTO guidelines need to be stated and explained. The County will review on a case by case basis.); considers low impact development techniques that protect and enhance significant natural features; and any other related information. Please review attached BOC Resolution #19-054 for design standard clarification. 250 word limit.
5. Explain how the project is feasible and ready for implementation or development.

Your discussion should address whether your project area is under public ownership or is currently accessible for public use; does not require complex or lengthy acquisition process; does not require a complex or lengthy permitting process; is within an existing corridor such as a transmission line and railroad corridor where it may be feasible to negotiate public access without needing to acquire land; there is an imminent threat to lose the project opportunity; demonstrates cost efficiency; and/or is appropriate and in line with available funds. 250 word limit.

6. Discuss how the project supports equitable opportunities.

Your discussion should address how your project increases or improves access and provides low cost transportation and recreation options for low income populations; is located in a high use area; is located in an underserved area; and/or contributes to an equitable geographical distribution of the millage funds. 250 word limit.
7. Maintenance Commitment & Plan

Describe your operation and maintenance plan (with budget costs) detailing the amount of money needed to operate and maintain the trail after it is completed, and identify who will be responsible for the work. Describe in detail how the trail will be managed. Include discussion on season length, hours of operation, enforcement provisions, and scheduling. 250 word limit.
ATTACHMENTS - REQUIREMENTS

1. Project Location Map & Photos. Attach a project location map and site photographs (clearly identify photos and locations in correlation with your location map).

2. Site Plan. The site plan must show the entire site to be improved/developed, and should delineate and label the location and type of all existing and proposed uses. Features such as wooded areas, wetlands, water bodies, overhead utility lines, and all existing uses, including buildings and other development, need to be identified. The placement of all scope items proposed in the application should be depicted on the site plan. Indicate on your site plan the destinations to which the proposed trail project will connect. Provide a map of the trail network (existing or proposed) to which your project will link.

3. Documentation of Other Funding Sources. You must provide documentation for all the funding sources you indicated on your application form, as follows: If any portion of the match is to be made up of funds from other grant funding sources, if any portion of the match is to be made up of cash, labor, or material and/or in-kind donations; include a letter from each donor committing to their donation. If the donor is an adjacent community contributing to the match, include a resolution from their governing body that supports the application and commits to their portion of the match.

4. Certified Resolution. The governing body of the local unit of government must pass a resolution. The resolution should list and commit to the amount of the local match in terms of dollar amount or percentage of total project cost, and all source(s) of match as specified in the application (This may be obtained and submitted after submission of the application if timing is an issue, but must be before the date of the award by the BOC).

5. Contract Signatures. No project work may begin prior to approval by the BOC and all contracts are signed and returned to the County.

6. After the award, and during construction, entities must display temporary millage recognition signage on site of projects provided by the County. Once complete, must display a permanent recognition plaque on site also provided by the County.

CERTIFICATION

<table>
<thead>
<tr>
<th>Signature of Applicant</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Ingham County Trails and Parks Millage

#### Estimated Revenue by Municipality

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Total Generated Revenue</th>
<th>Estimated Loss to Tax Capture</th>
<th>Estimated Available Revenue</th>
<th>Percent of Total</th>
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</thead>
<tbody>
<tr>
<td>Alaidon Township</td>
<td>$109,741</td>
<td>$-</td>
<td>$109,741</td>
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</tr>
<tr>
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<td>$68,726</td>
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<td>$68,726</td>
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<tr>
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<td>$30,949</td>
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<tr>
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<td>$85,205</td>
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<tr>
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<td>$25,128</td>
<td>$107,860</td>
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<td>$4,955</td>
<td>$53,894</td>
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<tr>
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<td>$-</td>
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<tr>
<td>Locke Township</td>
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<tr>
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<td>$755</td>
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<tr>
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<td>$816</td>
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<td>$-</td>
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<tr>
<td>White Oak Township</td>
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<tr>
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<td>$958,232</td>
<td>$32,290</td>
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<tr>
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</tr>
<tr>
<td>Mason (City)</td>
<td>$106,781</td>
<td>$12,822</td>
<td>$93,959</td>
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</tr>
<tr>
<td>Williamston (City)</td>
<td>$50,716</td>
<td>$7,295</td>
<td>$43,422</td>
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</tr>
<tr>
<td><strong>Ingham County (Total)</strong></td>
<td><strong>$3,519,041</strong></td>
<td><strong>$194,009</strong></td>
<td><strong>$3,325,032</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>

Created 2-23-15
ADOPTED – FEBRUARY 13, 2018
AGENDA ITEM NO. 18

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION CLARIFYING DESIGN STANDARDS FOR TRAILS AND PARKS
MILLAGE PROJECTS

RESOLUTION # 18 – 054

WHEREAS, the Ingham County Trails and Parks Program Application states that the Trails and Parks Millage projects must meet acceptable design standards and is the best design solution as adopted by Board of Commissioners Resolution 17-275; and

WHEREAS, the County will review any deviations from such standards on a case by case basis; and

WHEREAS, applicants must obtain necessary permits for the projects, be it public/road rights-of-way, local ordinance (township or municipality), environmental (Michigan Department of Environmental Quality-MDEQ), Drain office, etc.; and

WHEREAS, at least one case has surfaced where the announced design standards of the Trails and Parks Millage may conflict with the standards and rules of a permitting agency; and

WHEREAS, on reflection, the Parks Commission does not believe that wise administration of the millage money should require the applicant to be caught between the standards of a permitting agency and the general standards demanded by the County for its millage projects.

THEREFORE BE IT RESOLVED, that the Ingham Board of Commissioners adopt the following policy: in cases where a permitting authority disagrees with use of a particular county standard, the terms of the draft permit proposed by the permitting authority will control; but the applicant is required to promptly notify the County Park Commission of the permitting authority’s position.

BE IT FURTHER RESOLVED, Parks Department staff are to raise any concerns with the permit in consultations with the applicant and the permitting authority.

BE IT FURTHER RESOLVED, this policy is retroactive for any signed agreements that have not yet been completed and any future agreements.

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

HUMAN SERVICES: Yeas: Banas, Tennis, Sebolt, Nolan, KoenigNays: None Absent: Naeyaert
Approved 02/05/2018

FINANCE: Yeas: Grebner, Anthony, Crenshaw, Tennis
Nays: None Absent: Koenig, Schafer Approved 02/07/2018
Ingham County Trails and Parks Program Scoring Criteria

The following criteria will be used to evaluate and select projects. The project’s final score will be based on the sum of all the scores. Criteria to be scored are as follows:

1. Does this project either contribute to the completion of one of the top five scoring New Trail Preferences as listed in the Ingham County Trails and Parks Comprehensive Report Table 18 (attached)?
   0= no 5= yes
   _____pts

2. Does this contribute to County connectivity?
   0= no 10= yes (if you meet any of the criteria listed below, you get 10 points).
   _____pts

   Improves Regional Connectivity: Projects that improve regional connectivity and access throughout Ingham County will receive a higher priority. To determine whether a project improves regional connectivity or access, the project should address the following:

   - Contributes to the completion of the Ingham County regional priority corridors as depicted on Figure 24 (attached) either as existing trail reconstruction, new regional trail gap construction or new local trail access to the regional network (including enabling water trail access);
   - Improves access to or within Ingham County Parks;
   - Improves access to major regional destinations such as commercial and employment centers as well as community facilities, schools, colleges and universities;
   - Expands transportation options as well as provide for recreation;
   - Increases access to sites of natural, scenic or historic interest.

3. How the project provides for other available funders and partners.

   Has Potential Available Funds: Projects that have the potential to be funded through state or federal grants, donations, partner contributions, or other funding sources will receive a higher priority than projects without other identified funding opportunities. Only monetary contributions will be considered. To determine whether a project has leveraged potential available funds, a project should address the following matching % to receive points, \( \text{match} = \text{what total percent of the project all matching dollars account for} \). The number of points a project will receive is determined by dividing the percent match by 10 then multiplying that number by three. (ex: 63% match will receive 18.9 points)

   _____pts
4. **Overall, how do you rate the project?**

Considerations:
- Project area is under public ownership or is currently accessible for public use;
- Does not require complex or lengthy acquisition process;
- Does not require a complex or lengthy permitting process;
- Is within an existing corridor such as a transmission line and railroad corridor where it may be feasible to negotiate public access without needing to acquire land;
- There is an imminent threat to lose the project opportunity;
- Demonstrates cost efficiency;
- Is appropriate and in line with available funds.
- Has been prioritized in adopted plans;
- Has volunteer and/or partner organization support;
- Is a community interest project that supports partnerships, shared resources or coincides with other planning and development activities;
- Has the support of multiple jurisdictions and/or stakeholders.
- The project increases or improves access and provides low cost transportation and recreation options for low income populations;
- Is located in a high use area;
- Is located in an underserved area;
- Contributes to an equitable geographical distribution of the millage funds.

*Rate the project on a scale of 1-20, 1 being least desirable and 2 being most desirable.*

______ pts

______ Total Points Scored
<table>
<thead>
<tr>
<th>New Trail Preferences</th>
<th>Highlighted Corridor</th>
<th>South Lansing/Delhi Township</th>
<th>Meridian Township</th>
<th>East Lansing</th>
<th>North Lansing</th>
<th>Mason/Leslie/Stockbridge</th>
<th>Williamson/Webberville</th>
<th>Total</th>
<th>Online Survey</th>
<th>Combined Total</th>
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<tbody>
<tr>
<td>MSU to Lake Lansing Parks</td>
<td>M</td>
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<td>1</td>
<td>52</td>
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<td>178</td>
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<tr>
<td>Holt to Mason</td>
<td>J</td>
<td>14</td>
<td>6</td>
<td>6</td>
<td>4</td>
<td>34</td>
<td>2</td>
<td>66</td>
<td>65</td>
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<td>0</td>
<td>6</td>
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<tr>
<td>Lansing River Trail South Extension</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>Lansing River Trail to Clinton County</td>
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<td>Red Cedar Water Trail</td>
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<td>0</td>
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<td>31</td>
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<td>75</td>
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<tr>
<td>RAM Trail to Burchfield Park</td>
<td>H</td>
<td>10</td>
<td>0</td>
<td>1</td>
<td>6</td>
<td>0</td>
<td>1</td>
<td>18</td>
<td>53</td>
<td>71</td>
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<td>Grand River Water Trail</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>1</td>
<td>3</td>
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<td>Hayhoe Trail to Vevay Twp. Hall</td>
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<td>1</td>
<td>0</td>
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<td>0</td>
<td>20</td>
<td>1</td>
<td>23</td>
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<td>Holt RAM Trail Extension East</td>
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<td>Meridian Township to Webberville</td>
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<td>0</td>
<td>0</td>
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<td>1</td>
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<td>14</td>
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<td>4</td>
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<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
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<td>0</td>
<td>0</td>
<td>1</td>
<td>0</td>
<td>1</td>
<td>5</td>
<td>6</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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</tr>
</tbody>
</table>

* The highlighted corridors are shown on Figure 32.
Figure 24
TO: Board of Commissioners Human Services and Finance Committees
FROM: Jared Cypher, Deputy Controller
DATE: May 25, 2018
SUBJECT: Resolution Approving Criteria for Evaluating 2019 Community Agency Funding Applications
For the meeting agendas of June 4 and June 6

BACKGROUND
This resolution establishes the criteria by which each agency’s application will be evaluated for the 2019 Community Agency funding process.

If the resolution is approved as presented, the Controller/Administrator’s Office will accept applications for Community Agency funding in July. Applications will then be evaluated by the Controller/Administrator’s Office with priority given to proposals that directly contribute to addressing the County’s overarching long-term objective of “Meeting Basic Needs”, such as food, clothing, and shelter.

The recommendations made by the Controller/Administrator’s Office on funding levels for each applicant agency will then be presented to the Board of Commissioners for consideration and approval in November.

ALTERNATIVES
One alternative would be to have no criteria and accept applications for a variety of different types of initiatives. Another alternative is for the Board of Commissioners to go back to the old way of awarding funding, which was to have agencies come to the Human Services Committee and make presentations on Community Agency night.

FINANCIAL IMPACT
This resolution has no direct financial impact.

OTHER CONSIDERATIONS
The community agency process has grown to 30 applications requesting funding, with total requests of approximately $269,000 annually.

RECOMMENDATION
Based on the information presented, I respectfully recommend approval of the attached resolution approving criteria for evaluating 2019 community agency funding applications.
WHEREAS, since 1978, the Ingham County Board of Commissioners has provided financial support to various non-profit community organizations that provide a broad range of services for the purpose of advancing the County’s adopted long-range objectives; and

WHEREAS, over the years the community agency process has grown to 30 applications requesting funding, with total requests of approximately $269,000 annually; and

WHEREAS, the Ingham County Board of Commissioners desires to make the process of awarding community agency funding efficient and effective; and

WHEREAS, the Ingham County Board of Commissioners desires to continue the Community Agency application process, focusing on the long term goal of assisting Ingham County residents in meeting basic needs.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the 2019 community agency funding process, with priority given to those proposals that directly contribute to addressing the County’s overarching long-term objective of “Meeting Basic Needs”, such as food, clothing, and shelter.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to evaluate and determine funding levels for each applicant as a recommendation for approval by the Human Services Committee.

BE IT FURTHER RESOLVED, that no agency shall receive more than 10% of the total available funding for community agencies in FY 2019.

BE IT FURTHER RESOLVED, that the Board of Commissioners wishes for applicants to understand that solicitation of proposals is not a commitment to fund those proposals in fiscal year 2019.
TO: Ingham County Board of Commissioners
FROM: Tom Gamez, Director of Operations, ICRD
DATE: May 14, 2018
SUBJECT: Architectural design agreement with Roger Donaldson, AIA P.L.C.

BACKGROUND
The purpose of this correspondence is to support attached resolution and memo of performance to enter into an agreement with Roger Donaldson, AIA P.L.C. for architectural design and engineering services, required for replacement of the ICRD Eastern District Garage low-slope roof.
The current 40 year old low-slope roof on the ICRD Eastern District Garage has exceeded the average life cycle for a roof of this design and is not compliant with current building codes. This roof has received several temporary repairs by ICRD staff over the last 10 years, but has deteriorated beyond the point of repair.

ALTERNATIVES
The current low-slope roof has multiple leaks and is starting to damage the integrity of the steel decking and trusts, which support the roof. To delay this repair, could result in damage to the steel structure and add additional expenses.

FINANCIAL IMPACT
The ICRD received quotes from qualified and experienced vendors for the purpose of designing a new roof that meets or exceeds the current Federal and State building codes, with onsite inspection services.
It is the ICRD recommendation to enter into agreement with Roger Donaldson for design and engineering services involved with removal and replacement of the Eastern Garage low-slope roof. The base cost of this agreement is $8920.00.
Additional rates of the agreement are below, only if additional services are requested by the ICRD:
   A. Architect ......................................................... $ 80.00 per hour
   B. Project Structural Engineer............................... $85.00 per hour
   C. Principle Mechanical/Electrical Engineer ..... $126.00 per hour
   D. Engineering Tech I.............................................. $109.00 per hour
   E. Engineering Tech II .............................................. $67.00 per hour
   F. Engineering Tech III .............................................. $64.00 per hour
   G. Principle Landscape Architect ........................... $135.00 per hour
   H. Landscape Architect........................................... $90.00 per hour
   I. Landscape Designer.............................................. $75.00 per hour
   J. Drafter............................................................ $57.00 per hour
   K. Clerical ............................................................. $49.00 per hour
   L. Reimbursable Printing Budget………………...$200.00

OTHER CONSIDRATIONS
The ICRD contacted the Ingham County Facilities Director for recommendations of design and engineering consultants. Roger Donaldson was one of many design consultants that was recommended by the Facilities Director. Roger Donaldson has worked with Ingham County Facilities on other projects and has performed all task requested in a professional manner with no negative history.
Once the design of the new roof is completed by Roger Donaldson, the Purchasing Department will seek bids for removal and replacement of the Eastern Garage low-slope roof from qualified registered roofing contractors.

**RECOMMENDATIONS**
Therefore approval of the attached resolution is recommended, to enter into an agreement with Roger Donaldson, AIA P.L.C. for architectural design and engineering services, upon review and approval by the Ingham County Attorney.
TO: Tom Gamez, Director of Operations ICRD
FROM: James Hudgins, Director of Purchasing
DATE: May 9, 2018
RE: Memorandum of Performance for RFP No. 81-18 Eastern Roof Design

Per your request, the Purchasing Department sought bids from experienced and qualified architectural and engineering firms and individuals for the purpose of providing professional design services to the Ingham County Road Department for the Eastern Garage location. The roof on the main Eastern garage is in need of replacement due to the age and condition of the roof. The current roof is not up to code and has deteriorated beyond the point of patching.

The Purchasing Department can confirm the following:

<table>
<thead>
<tr>
<th>Function</th>
<th>Overall Number of Vendors</th>
<th>Number of Local Vendors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendors invited to propose</td>
<td>9</td>
<td>3</td>
</tr>
<tr>
<td>Vendors responding</td>
<td>3</td>
<td>3</td>
</tr>
</tbody>
</table>

A summary of the vendors’ costs is 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 ITB; 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 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 or by phone at 676-7309.
## SUMMARY OF VENDOR COSTS

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Local</th>
<th>Lump Sum Cost</th>
<th>Architect</th>
<th>Project Structural Engineer/Manager</th>
<th>Principle Mech/Electrical Engineer</th>
<th>Engineering Tech I</th>
<th>Engineering Tech II</th>
<th>Engineering Tech III</th>
<th>Principle Landscape Architect</th>
<th>Landscape Architect</th>
<th>Landscape Designer</th>
<th>Drafter/Technician</th>
<th>Clerical</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roger Donaldson</td>
<td>Yes, Holt</td>
<td>$8,920.00</td>
<td>$80.00/hr</td>
<td>$85.00/hr</td>
<td>$126.00/hr</td>
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<tr>
<td>DLZ</td>
<td>Yes, Lansing</td>
<td>$10,000.00</td>
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<td>SME</td>
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</table>
ROGER L. DONALDSON, AIA P.L.C.
ARCHITECT

May 8, 2018

Ingham Country Road Department
301 Bush St.
Mason, Michigan 48854

RE: Ingham Country Road Department
Eastern Garage - 1335 E Howell Rd
Roof Replacement

Attn: Tom Gamet Jr.

ROGER L. DONALDSON, AIA P.L.C., is pleased to present this proposal of providing professional design services to Ingham Country Road Department for your Eastern Garage Location, 1335 E Howell Rd, Williamston, Michigan.

In reviewing the project requirements, ROGER L. DONALDSON, AIA P.L.C., understands that it is your desire for these services to include:

- Design of Roof Replacement to include:
  - Main Garage (92’ x 300’) & Wash Area (29.3’ x 90’) roofs,
  - Field measure and documentation of existing condition.
  - Remove existing Gravel ballast, Built Up roof and insulation;
  - Remove existing flashings;
  - Gravel to be located on owner’s property or disposed of by contractor;
  - New Roof system over R-30 Ridge Insulation. Recommend either a SBS Modified Built up or 60mil EPDM adhered;
  - Modify or extend ductwork, electrical connections, plumbing vents. etc. as necessary for insulation depth. Raise existing Exhaust Fan Hoods when required.
  - New Flashings, counterflashing’s, coping
  - Roof Plan, and details as required by the State of Michigan Construction Code.

- Complete Project Manual for Bidding through Purchasing Office

- Bidding
  - Attend Pre-Bid meeting on site;
  - Issue any Addendum when required;
  - Attend Bid Opening at Purchasing Office;
  - Review Bids and provide recommendation of award;

- Construction Administration Services:
  - Prepare written contract using AIA A101;
  - Review Shop Drawings of materials to be used to verify compliance with contract documents;
  - Issue any Bulletins for changes in work when required;
  - Review and certify application(s) for payment;
  - Periodic Site Visits to observe that work is in compliance with contract documents;
  - Prepare Final Punch List of items to correct or complete at end of project;
  - Review Close Out documents and warranties.

- Based on previous projects, we would anticipate a budget for this project would be approximately $240,000.00

- Compliance with City of Mason Building and Zoning Ordinances.

- Compliance with State of Michigan Construction Code.

- Provide sufficient construction documentation (drawings and material specifications) to assist in obtaining a Building permit and quotations from Construction Contractors.

Direction from Ingham Country Road Department will be given by you with full authority to make all decisions.

ROGER L. DONALDSON, AIA P.L.C., proposes to provide the above professional services at an hourly rate of $80.00 for Architectural Services. ROGER L. DONALDSON, AIA P.L.C., invoices periodically, at the end of the month, project phase or submittal for permits.

ROGER L. DONALDSON, AIA P.L.C., estimates that the Professional Fee for this project to be projected as indicated in the following schedule.

4787 Turtan Lane • Holt, Michigan 48842-1935

(517) 694-0011

email

DESIGNING A BETTER FUTURE
Roger L. Donaldson, AIA P.L.C.  
Architect  

<table>
<thead>
<tr>
<th>Service</th>
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<td>Schematic Design</td>
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<td>Design Development</td>
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<td><strong>Total Services:</strong></td>
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Reimbursable Budget:  
- Printing: $200.00  
**Total Reimbursable:** $200.00

This office will require from you the following information:  
- Existing Drawings of Facility (electronic cad version if available);  
- Any special requirements that are to be included in the documents.

Upon finding the conditions of this letter acceptable, please sign one copy and return to this office at the address below. This Office can start work on your design when Roger L. Donaldson, AIA P.L.C. receives notice of approval and Purchase Order from you.

Roger L. Donaldson, AIA P.L.C. looks forward to being part of the team that brings this project to a satisfactory completion. Should you have any questions, please contact this office at the number below.

Sincerely,

Agreed:

- Schematic Plans
- Design Development
- Construction Documents / Bidding
- Construction Administration

Roger Donaldson
AIA

Roger Donaldson AIA CSI LEED AP BD+C  
Member Architect  
Roger L. Donaldson, AIA P.L.C.

By: Ingham Country Road Department  
Title:  
Date:  

Enc: Additional Services  
Terms & Conditions
Additional Services:

Roger L. Donaldson, AIA P.L.C., will provide additional authorized professional services at an hourly rate of $80.00 for Architectural Services. Engineering additional services will be reimbursed at their typically hourly rates. The following services are not provided unless authorized as additional services or reimbursable expenses:

- Survey of site.
- On site civil engineering, including storm water retention requirements.
- Identification of any environmentally or physically hazardous materials.
- Identification of any wetlands, floodplains or similar on site conditions.
- Submitting any request for variances, Special Land Use Permit, or appeals to Barrier Free Design Rules, or Local Planning or State Building Departments.
- Revision of drawings from original scope in order to reduce costs.
- Revisions of drawings to change from original scope because of decision by the Client.
- Insurance premiums for Professional Liability insurance required by you for this project, above this office’s basic coverage.
- Printing of existing Building Drawings that may be available from the local building authority or previous Design Professional’s office.
- Printing and Duplications of Review and Final Drawings. (Minimum charge of $5.00)
- Print and Duplications of Construction documents for bidding and construction will be a direct reimbursable cost, since the quantity is undetermined at this time. (Minimum charge of $5.00)
- Postage and handling of Drawings and Specifications for bidding.
- Fees for securing approval (Plan Review or any Permits) from authorities having jurisdiction. This amount varies depending on construction costs, the City of Mason Permit Fee System and is generally coordinated by the construction Contractor(s).
- State of Michigan Bureau of Construction Codes Fees
- Reviewing alternate means of construction or materials during Construction.
- Providing color selections during Construction.

Hourly Rates for the Different Design Professionals are indicated below:

Roger L. Donaldson, AIA P.L.C.

- Architect: $80.00 per hour
- Project Structural Engineer: $85.00 per hour
- Principle Mechanical/Electrical Engineer: $126.00 per hour
- Engineering Tech I: $109.00 per hour
- Engineering Tech II: $67.00 per hour
- Engineering Tech III: $64.00 per hour
- Principle Landscape Architect: $135.00 per hour
- Landscape Architect: $90.00 per hour
- Landscape Designer: $75.00 per hour
- Drafter: $57.00 per hour
- Clerical: $49.00 per hour
Terms And Conditions:

The following terms and conditions apply to the work authorized by this proposal:

- **Proposal Duration:** This Proposal shall be valid for 90 days after which time, acceptance is optional or shall be adjusted for change in rates.
- **Project Compensation:** In accepting this agreement, the signature indicates there is funding available and allocated for payment of these Professional Services.
- **Annual Rate Review:** Hourly compensation rates may be modified at the beginning of each calendar year.
- **Copyright:** © All documents developed under this agreement are copyrighted and are subject to copyright protection as an “architectural work” under Sec. 102 of the Copyright Act. 17 U.S.C. as amended December 1990 and known as Architectural Works Copyright Protection Act of 1990. The protection includes but is not limited to the overall form as well as the arrangement and composition of spaces and elements of the design. These documents are not suitable for use on other projects or in other locations without the approval and participation of the Architect. Reproduction is prohibited.
- **Ownership of Documents:** All documents prepared or furnished by Architect pursuant to this agreement are instruments of Architect’s professional service, and Architect shall retain an ownership and property interest therein. Architect grants client a license to use instruments of Architect’s professional service for the purpose of construction, occupying and maintaining the project. Reuse or modification of any such documents by client, without Architect’s written permission, shall be a client’s sole risk, and client agrees to indemnify and hold Architect harmless from all claims, damages and expenses, including attorneys’ fees, arising out of such reuse by client or by others acting through client.
- **Termination of Services:** The services may be terminated by the Client or Architect should the other fail to perform its obligations as stated. In the event of termination, the Client shall pay the Architect for all services rendered to the date of termination and all reimbursable expenses.
- **Cancellation of Project:** If the project is canceled or suspended in whole or part, the Architect shall be compensated for all services performed prior to receipt of written notice from the client of said cancellation or suspension. When the project is resumed, the Architect’s compensation shall be equitably adjusted.
- **Retainer:** Retainer is nonrefundable once work has started on the design of the project. Should project be cancel, the Retainer will be applied toward the work completed on the clients project. Retainer will be applied to the last Invoice for the project.
- **Reimbursements:** Reimbursable items will be invoiced at 1.1 times the actual invoice amount.
- **Late Payments:** Invoices amounts unpaid 25 days after invoice date shall: (1) Cause work on your project to be suspended until such time that payment is made. (2) Accrue late payment fee to cover additional administrative costs from the date of invoice at the rate of 1 1/2% per month.
- **Disputed Work:** In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and undisputed portion shall be paid. Owner shall provide in writing reasons for contesting an invoice.
- **Fictitious Checks:** Should any payment checks be returned for Non-Sufficient Funds (NSF), and fee of $100.00 will be added to the payment due.
- **Construction Lien Compliance:** This Office complies with the MICHIGAN CONSTRUCTION LIEN ACT 497 OF 1976 and will issue Notices as allowed by the MICHIGAN CONSTRUCTION LIEN ACT 497 OF 1976. This agreement acts as an “Notice of Funding” as defined by the MICHIGAN CONSTRUCTION LIEN ACT 497 OF 1976.
- **Hazardous Material:** It is acknowledged by both parties that Architect’s scope of services does not include any services related to the presence at the site of asbestos, lead paint, pcb’s, petroleum, hazardous waste or radioactive materials. Client acknowledges that Architect is performing professional services for client and Architect is not and shall not be required to become an “arranger,” “operator,” “generator” or “transporter” of hazardous substances, as defined in the comprehensive environmental response, compensation, and liability act of 1980 (CERCLA).
- **Cost Estimates:** When included in Architect’s scope of services, opinions or estimates of probable construction cost are prepared on the basis of Architect’s experience and qualifications and represent Architect’s judgment as a professional generally familiar with the industry. However, since Architect has no control over the cost of labor, materials, equipment or services furnished by others, over contractor’s methods of determining prices, or over competitive bidding or market conditions, Architect cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Architect’s opinions or estimates of probable construction cost.
- **Contingency:** The owner agrees that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications and, therefore, that the final construction cost of the project may exceed the total construction cost. The owner agrees to set aside a reserve in the amount of 5% of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes.
Terms And Conditions (continued):

- **Indemnification:** To the fullest extent permitted by law, Client shall indemnify and hold harmless Design Professional, its employees and agents, from and against all claims, losses, damages, and costs (including but not limited to court or other dispute resolution costs, and the time of Design Professional expended in defense of such claims) caused by, arising out of or relating to the presence, discharge, disposal, release, or escape of asbestos at, on, under or from the Project site.

- **Certificate:** Architect shall not be required to sign any documents that would result in Architect's having to certify, guarantee or warrant the existence of conditions whose existence Architect cannot ascertain.

- **Time Bar to Legal Action:** All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after two (2) years from the date of Substantial Completion, unless this Agreement shall be terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence.

- **Liability:** In recognition of the relative risks, rewards and benefits of the project to both the Owner and The Architect, the risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law, The Architect's total liability to any cause or causes shall not exceed the architectural fees for the project. Such causes include, but are not limited to, The Architect's negligence, error, omissions, strict liability, breach of contract or breach of warranty.

- **Permits and Application Fees:** The client will pay for all variance, plan review, permit applications and similar fees.

- **Construction Observation:** When included in Architect's scope of services, periodic observations during construction are meant to determine, in general, if construction is proceeding in accordance with the plans and specifications. This is being done to help minimize problems, but cannot be considered as a way to assure absolutely all work is perfect.

- **Construction Methods:** The Architect is not responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions since these are solely the Contractor's responsibility.

- **Owner-Authorized Changes:** If the Owner authorizes deviations, recorded or unrecorded, from the documents prepared by the Architect and Consultants without written agreement of the Architect, the Owner shall indemnify and hold harmless the Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting in whole or in part from such deviations, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

- **Construction Administration:** If this agreement provides for any construction phase services by Architect, it is understood that the contractor, not Architect, is responsible for the construction of the project, and that Architect is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the contractor.

- **Construction Administration:** It is understood and agreed that if Architect's services under this proposal do not include construction observation, or review of the contractor's performance, or any other construction phase services, then client assumes all responsibility for interpretation of the contract documents and for construction observation or review and waives any claims against Architect that may be in any way connected thereto.

- **Copies of Documents:** Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Architect. Files in electronic media format or text, data, graphic or other types that are furnished by Architect to client are only for the convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the User's sole risk. When transferring documents in electronic media format, Architect makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Architect at the beginning of this assignment.
Introduce by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT FOR
ARCHITECTURAL DESIGN AND ENGINEERING SERVICES

WHEREAS, the Ingham County Road Department is in need of architectural design and engineering services for a roof replacement at the Eastern District Garage, located at 1335 E. Howell Road Williamston, Michigan 48895; and

WHEREAS, the Road Department adopted 2018 budget includes controllable expenditures and funds for this and related building and grounds purchases; and

WHEREAS, quotes for architectural design and engineering services were solicited and evaluated by the Ingham County Purchasing Department, and it is their recommendation, with the concurrence of Road Department, to award the architectural design and engineering services to Roger Donaldson, AIA P.L.C., based on the lowest qualified bid.

THEREFORE BE IT RESOLVED, that the Board of Commissioners accepts the quote, and authorizes the agreement with Roger Donaldson, AIA P.L.C. 4787 Tartan Lane Holt, Michigan 48842, at rates per the attached quote from Roger Donaldson, not to exceed $12,000, including base cost $9,120, plus contingency of $2,880.

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 on behalf of the County after approval as to form by the County Attorney.
Currently, there are two existing bridges conveying Okemos Road traffic over the Red Cedar River. The northbound camelback bridge built in 1925 and the southbound three-span bridge built in 1959. Both bridges are functionally obsolete and structurally deficient. The Ingham County Road Department wishes to replace the two existing vehicular bridges with a single structure as part of state and federally funded road project scheduled for construction in 2020.

Given the historical aspect of the existing northbound camelback bridge, the adjacent floodplain and wetlands, and Meridian Township parks located on both sides of Okemos Road, an Environmental Assessment (EA), Programmatic Section 4(f) Evaluation, and Section 106 historic review is required per the National Environment Policy Act (NEPA). The NEPA process includes generating conceptual bridge replacement scenarios, soliciting regulatory and public input for the scenarios, analysis of potential impacts to floodplain and wetlands, impacts to parks, and eventual disposition of the historic northbound camelback bridge. One potential scenario involves conveying the camelback bridge to Meridian Township for non-motorized use.

The Ingham County Purchasing Department solicited Qualification Statements from competent firms, consultants, or teams with established knowledge of the NEPA process, Programmatic Section 4(f), Section 106 historic review requirements, and experience with historical bridge replacement projects.

The result of the requested services is to produce a document, or documents, satisfying the Michigan Department of Transportation, the Federal Highway Administration, and the Michigan Historic Preservation Office to gain clearance for the bridge replacement project. Development of a preferred alternative and a Finding of No Significant Impact (FONSI) is desired and expected.

The Purchasing Department received Qualification Statements from four (4) competent consultants / teams with Environmental Assessments (EA), Programmatic Section 4(f), Section 106 historic review, and National Environment Policy Act (NEPA) experience for historical bridge replacement projects. The proposed professional service fees received and associated lead consultants are as follows:
An ad-hoc committee, including ICRD and Purchasing Department staff, reviewed the proposals for adherence to county purchasing requirements, proposed scope of work, similar project experience, and overall value to the county. Based on the review, ICRD recommends that the low proposer, DLZ Michigan, Inc. of Lansing, Michigan, be retained to provide the requested professional services.

Since there are multiple regulatory agencies involve and it is very likely that regulatory and public input will lead to additional consultant work, beyond the base bid work, I propose that the Board of Commissioners approve an extra 20% of fee, which equals $25,527.52. Therefore, the total authorization would be for an amount up to $153,165.00 for the project.

I respectfully recommend that the Board of Commissioners adopt the attached resolution and accept the professional engineering services proposal from DLZ Michigan, Inc.
TO: William Conklin, Managing Director, Road Department
    Robert Peterson, Director of Engineering, Road Department
FROM: James Hudgins, Director of Purchasing
DATE: May 9, 2018
RE: Memorandum of Performance for Request for Qualifications No. 18-18: Okemos Road Bridge Replacement - Environmental Assessment and Programmatic Section 4(f) Evaluation.

Per your request, the Purchasing Department accepted qualification statements from competent firms, consultants, and teams with established knowledge of and experience in Environmental Assessments, Programmatic Section 4(f) requirements, Section 106 historic reviews, navigating the National Environment Policy Act and Programmatic Section 4(f) processes, and historical bridge replacement projects, for the Okemos Road Bridge Replacement project.

The Purchasing Department can confirm the following:

<table>
<thead>
<tr>
<th>Function</th>
<th>Overall Number of Vendors</th>
<th>Number of Local Vendors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendors invited to propose</td>
<td>96</td>
<td>20</td>
</tr>
<tr>
<td>Vendors responding</td>
<td>4</td>
<td>3</td>
</tr>
</tbody>
</table>

Upon receipt and review of the four qualification statements, costs proposals were solicited. The following grid is a summary of the vendors’ costs:

<table>
<thead>
<tr>
<th>Vendor(s) Name(s)</th>
<th>Vendor(s) Location(s)</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>DLZ Michigan, Inc.</td>
<td>Lansing, MI</td>
<td>$127,637.48</td>
</tr>
<tr>
<td>OHM Advisors</td>
<td>WSP</td>
<td>Niswander Environmental LLC</td>
</tr>
<tr>
<td>The Corradino Group, Inc.</td>
<td>Mannik &amp; Smith Group</td>
<td>Miami FL</td>
</tr>
<tr>
<td>CDM Smith Michigan, Inc.</td>
<td>Commonwealth Heritage Group</td>
<td>Fishbeck, Thompson, Carr &amp; Huber</td>
</tr>
</tbody>
</table>

You are now ready to complete the final steps in the process: 1) evaluate the submissions based on the criteria established in the request for qualifications; 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 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 or by phone at 676-7309.
Agenda Item 11b

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR THE OKEMOS ROAD BRIDGE REPLACEMENT - ENVIRONMENTAL ASSESSMENT AND PROGRAMMATIC SECTION 4(F) EVALUATION PROJECT

WHEREAS, there are two existing bridges conveying Okemos Road traffic over the Red Cedar River. The northbound camelback bridge built in 1925 and the southbound three-span bridge built in 1959. Both bridges are functionally obsolete and structurally deficient; and

WHEREAS, the Ingham County Road Department wishes to replace the two existing vehicular bridges with a single structure as part of state and federally funded road project scheduled for construction in 2020; and

WHEREAS, the bridge replacement portion of the project involves an Environmental Assessment (EA), Programmatic Section 4(f) Evaluation, and Section 106 historic review, per the National Environment Policy Act (NEPA), to satisfy the Michigan Department of Transportation, the Federal Highway Administration, and the Michigan Historic Preservation Office to gain a Finding of No Significant Impact (FONSI); and

WHEREAS, the Purchasing Department solicited and received four (4) proposals from competent consultants / teams with Environmental Assessments (EA), Programmatic Section 4(f), Section 106 historic review, and National Environment Policy Act (NEPA) experience for historical bridge replacement projects. The proposed professional service fees received and associated lead consultants are as follows:

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>DLZ Michigan</td>
<td>$127,637.48</td>
</tr>
<tr>
<td>OHM Advisors</td>
<td>$245,000.00</td>
</tr>
<tr>
<td>The Corradino Group</td>
<td>$390,590.00</td>
</tr>
<tr>
<td>CDM Smith</td>
<td>$396,532.22</td>
</tr>
</tbody>
</table>

WHEREAS, an ad-hoc committee, including ICRD and Purchasing Department staff, reviewed the proposals for adherence to county purchasing requirements, proposed scope of work, similar project experience, and overall value to the county; and

WHEREAS, the ad-hoc committee and Road Department recommends that the Board of Commissioners retain the low proposer, DLZ Michigan, Inc. of Lansing, Michigan, to provide the requested professional services for the proposed fee plus a 20% contingency for a total authorization of $153,165.00.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a professional services contract with DLZ Michigan, Inc., 1425 Keystone Avenue, Lansing, Michigan, based on its Okemos Road Bridge Replacement - Environmental Assessment and Programmatic Section 4(f) Evaluation Proposal for the not-to-exceed fee of $153,165.00.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is hereby authorized to sign any necessary contract documents, on behalf of the County, after approved as to form by the County Attorney.
To:        County Services & Finance Committees
From:     William Conklin, Managing Director
          Road Department
Date:     May 22, 2018
RE:       Authorization for Easement Purchase
          From Marathon Gas Station
          Jolly-Okemos Intersection Improvement Project

BACKGROUND
The road department is currently improving the Jolly-Okemos roads intersection in a project authorized per resolution 17-237 adopted June 13, 2017, to add right turn lanes and upgrade the traffic signals for improved traffic flow, resurface the pavement, improve drainage, and improve the pedestrian facilities including sidewalks, ADA ramps (per Americans with Disabilities Act), audible pedestrian signals and cross-walks. The proposed sidewalk improvements include completing sidewalk on the west side of Okemos Road from Woodlake Drive up to the southwest corner of the intersection and, pending approval of the attached resolution to acquire a necessary easement, to fill in a sidewalk gap on the south side of Jolly Road west of Okemos road in front of a McDonald’s parking lot and the Marathon gas station on the southwest corner.

The existing right of way (ROW) width on the south half of Jolly Road along the Marathon gas station frontage is only 33 feet from center of ROW, which is a section line, and is the Meridian-Alaiedon Township boundary line. The south half of Jolly Road with the proposed widening for an eastbound to southbound right turn lane will nearly fully occupy the existing 33 ft. south half ROW. Thus an easement from the Marathon gas station owner, Hop Family LLC, Wyoming, MI, is needed to construct sidewalk in the gap described above. The existing ROW in front of the McDonald’s parking on Jolly Road lot is sufficiently wide to add sidewalk within the existing ROW.

Under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, highway easements must be purchased at just compensation (unless owner knowingly and willing donates the easement), which typically means fair market value for the area of land to be encumbered by the easement, or as agreed upon if assumed to be valued at $10,000 or less and the owner waives their right under the Act to a formal appraisal of fair market value. An appraisal, if required, would have to be done at road department cost under the Act.

The Road department has received numerous citizen inquiries for enhancing pedestrian facilities to the extent possible on the subject project including from various disabled and/or handicapped persons who indicate they use the sidewalks in the area. The Road department is also guided by the Ingham County Complete Streets Policy adopted per resolution 17-273 on July 25, 2017, which calls for including pedestrian improvements among other “complete streets” enhancements to the extent possible, to enable safe travel along county roadways for all modes of travel.

Alaiedon Township, being that on the south side of Jolly Road, typically does not use its township funds to obtain easements for and/or construct sidewalks. Furthermore, under Township Ordinance and related zoning for the subject area, Alaiedon Township, like most townships, typically only orders property owners to construct sidewalks on their public road frontages when the given properties are initially developed or redeveloped. Thus, since the subject Marathon gas station exists without sidewalk on its Jolly Road frontage,
and there are no known plans for it to be redeveloped, it is unlikely the Marathon’s Jolly Road frontage would ever receive a sidewalk in the foreseeable future without being included in the current intersection project. As the intersection project includes other proposed sidewalk, it enjoys more favorable sidewalk construction pricing than that typical for an isolated segment of sidewalk, and including this desired public improvement in the current construction activity at the location is thus recommended.

Earlier in the project planning stages, the Road department approached the Marathon owners for an easement on their Jolly Road frontage, but to avoid property impact and minimize cost, only a minimal 5 ft. wide easement necessary to construct the road improvements was obtained. This 5 ft. easement would not have allowed sufficient width for a sidewalk to be set back from the road somewhat as necessary for better pedestrian safety and less plowed snow accumulation on the sidewalk. The Marathon owner granted this initial 5 ft. wide easement in exchange only for driveway improvements necessary in any case for the project. Upon receiving additional concerns from disabled and/or handicapped persons who indicate they use the sidewalks in the area and very much desired to have the subject sidewalk gap filled in, the Road department again approached the Marathon owners for the full 10 ft. wide easement necessary to add sidewalk on the Marathon frontage. For the full 10 ft wide easement the Marathon owners required compensation as well as the driveway improvements.

REQUEST
Road department staff and representatives of Marathon owner, Hop Family LLC, of Wyoming, MI, have tentatively agreed to compensation for the full 10 ft. wide easement of $10,000.00, in addition to reconstructing of Marathon’s westerly Jolly Road driveway, and removal of their easterly Jolly Road driveway, besides construction of the sidewalk itself and restoration of the greenbelt, subject to approval of the attached resolution by the Board of Commissioners. The Marathon owners are waiving their right to a formal appraisal.

At 2000 square feet for the full 10 ft. wide easement out of total parcel area of 35,283.6 square feet, the cash value of the easement could range from $16,296 to $19,720 depending on whether the land value only or state equalized value (SEV) of the developed parcel were to be used in an appraisal based on simple area proration of land value or SEV. Commercial properties are very complex to appraise and the actual appraised value of the easement could be any amount between or greater than the above figures. Furthermore, as mentioned above, the Road department would have to pay the cost of an appraisal, plus appraisal review by a second appraiser, which would add approximately $5,000 or more. Thus the negotiated compensation of $10,000 plus driveway and restoration work the project had to include anyway is deemed a fair and reasonable settlement for the full 10 ft. wide easement.

FINANCIAL IMPACT
As the limits of state and federal grant finding for the subject project have been reached, the cost of the subject proposed easement would be paid by the road department out of county road funds budgeted for the subject project.

RECOMMENDATION
Approval of the attached, proposed resolution to approve purchase of the subject, proposed easement for sidewalk on the south side of Jolly Road on the Marathon gas station frontage for $10,000 is recommended.
Introduced by the County Services and Finance Committees of the

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE PURCHASE OF A HIGHWAY EASEMENT FOR THE JOLLY-OKEMOS PROJECT

WHEREAS, the Road department is currently improving the Jolly-Okemos Roads intersection in a project authorized per Resolution #17-237 adopted June 13, 2017, to add right turn lanes and upgrade the traffic signals for improved traffic flow, resurface the pavement, improve drainage, and improve the pedestrian facilities including sidewalks, ADA ramps (per Americans with Disabilities Act), audible pedestrian signals and crosswalks; and

WHEREAS, the Road department has received numerous citizen inquiries for enhancing pedestrian facilities to the extent possible on the above-mentioned subject project including from various disabled and/or handicapped persons who indicate they use the sidewalks in the subject area; and

WHEREAS, the Ingham County Complete Streets Policy adopted per Resolution #17-273 on July 25, 2017, calls for including pedestrian improvements among other “complete streets” enhancements to the extent possible, to enable safe travel along county roadways for all modes of travel; and

WHEREAS, it is thus desired to fill in a sidewalk gap on the south side of Jolly Road west of Okemos Road in front of a McDonald’s restaurant parking lot and the Marathon gas station on the southwest corner of Jolly and Okemos Roads as part of the subject project; and

WHEREAS, the subject Marathon gas station and McDonalds parking lot exist without sidewalk on their Jolly Road frontages, and there are no known plans for either property to be redeveloped or for the above-mentioned sidewalk gap to be constructed by any other means, it is therefore unlikely the subject frontages would ever receive a sidewalk in the foreseeable future without being included in the current intersection project; and

WHEREAS, the existing right of way (ROW) width on the south half of Jolly Road along the subject Marathon gas station frontage is only 33 feet from center of ROW, which is a section line, and is the Meridian-Alaiedon Township boundary line, and the south half of Jolly Road with the proposed widening for an eastbound to southbound right turn lane will nearly fully occupy the existing 33 ft. south half ROW (existing ROW on McDonald’s parking lot Jolly Road frontage is sufficiently wide in which to add sidewalk); and

WHEREAS, an easement from the Marathon gas station owner, Hop Family LLC, is thus needed to construct sidewalk in the gap described above, which, under the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Act), must be purchased at just compensation, which is typically fair market value for the area of land to be encumbered by the proposed easement; and

WHEREAS, Road Department staff and representatives of Marathon owner, Hop Family LLC, Wyoming, MI, have tentatively agreed to compensation for the 10 ft. wide, 2000 square foot, proposed easement of $10,000.00, in addition to reconstructing of Marathon’s westerly Jolly Road driveway, removal of their easterly Jolly Road
driveway, besides construction of the sidewalk itself and restoration of the greenbelt, subject to approval of this resolution by the Ingham county Board of Commissioners; and

WHEREAS, the Marathon owners are waiving their right under the Uniform Act to a formal appraisal of the proposed easement, however the actual appraised value of the easement plus the cost of appraisal would likely be at least equal to, if not greater than, the above mentioned negotiated compensation of $10,000 plus driveway, sidewalk and restoration work, and thus this is deemed a fair and reasonable settlement for the proposed 10 ft. wide, 2000 square foot highway easement; and

WHEREAS, the Road department initially approached the Marathon owners for an easement on their Jolly Road frontage, but to avoid property impact and minimize cost, only a 5 ft. wide, 1025 square foot easement minimally necessary to construct the subject road improvements was obtained in exchange only for driveway improvement and restoration as part of the subject intersection project; and

WHEREAS, the above mentioned 5 ft. wide, 1025 square foot easement would not have allowed sufficient width for a sidewalk to be set back from the road somewhat as necessary for better pedestrian safety and less plowed snow accumulation on the sidewalk; and

WHEREAS, upon receiving additional concerns from disabled and/or handicapped persons who indicate they use the sidewalks in the area and very much desired to have the subject sidewalk gap filled in, the Road department again approached the Marathon owners for the full 10 ft. wide, 2000 square foot easement necessary to add sidewalk on the Marathon frontage, for which the Marathon owners required the above mentioned $10,000 compensation as well as the driveway improvements in compensation for the whole 2000 square foot easement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the purchase of the subject, proposed, 2000 square foot highway easement, on the property parcel of the Marathon gas station on the south side of Jolly Road immediately west of Okemos Road, in section 4 of Alaiedon Township, and to compensate the Marathon owner, Hop Family LLC, Wyoming, MI, $10,000.00 plus related driveway, sidewalk and restoration work using County Road Fund match funding budgeted for the subject Jolly-Okemos Roads intersection improvement project, 1,025 square feet of which has already been conveyed to the Road department as mentioned above, and 975 square feet of which is to be additionally conveyed upon approval of this resolution to comprise the whole, proposed, 10 foot wide, 2000 square foot easement.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary purchase agreement that is consistent with this resolution and approved as to form by the County Attorney.
TO: County Services & Finance Committees

FROM: William Conklin, Managing Director
Road Department

DATE: May 22, 2018

RE: Proposed Resolution to Approve a Contract with Michigan Paving & Materials Company for RFP 18-18, Project Items I, II, III, Various County Primary Road Resurfacing Projects for the Road Department.

BACKGROUND & FINANCIAL INFORMATION

With the increase in road funding from the 2015 Michigan Road Funding Legislation package, the Road department has programmed various poor condition, high traffic volume county primary roads over the next several years to be recycled and resurfaced as necessary due to pavement deterioration and other upgrades needed.

The 2018 County Road Fund adopted budget includes $950,000 for contracted primary road resurfacing for this purpose.

Also on March 20, 2018, Michigan Public Act 82 of 2018, became effective. Section 105 of PA 82 appropriates $175 million in state General funds to local units for the purpose of construction or preservation of county roads and city/village streets and other purposes as stipulated in the act for distribution on April 4, 2018. Per information received from MDOT, per the general agency allocation formula of Michigan Public Act 51 of 1951, Ingham County Road Department is expected to receive an estimated $1,356,941 from PA 82, which will be recognized in the County Road Fund 2018 budget per a proposed budget adjustment resolution to be submitted separately, and which will be applied to contracted primary road paving.

Also county road fund balance available for carry over from FY 2017 to 2018 in the amount of $2 million will also be recognized in the County Road Fund 2018 budget per the same proposed budget adjustment resolution to be submitted separately, also to be applied to contracted primary road paving, both for the contract proposed for approval with the attached resolution, and for work currently being bid to be submitted for approval in the near future.

REQUEST

The Road Department has determined that pavement recycling, asphalt resurfacing and other repairs are needed on the various county primary roads listed below, due to normal deterioration over time.

The Road department solicited and received sealed bids in accordance with Ingham County Purchasing policies for this project per Bid Packet 116-18, Items I, II, and III. The bids were reviewed by the Purchasing and Road Departments, and both Departments were in agreement that the low bidder’s proposal met all necessary qualifications, specifications and requirements.

Michigan Paving & Materials Company, Lansing, MI, submitted the lowest responsive and responsible bids for all 3 project bid items as follows:
Item I: Low Bid--$ 914,431.54
Recycling and resurfacing of:
Wood Street, Grand River Ave. (M-43/BL-69) to Lake Lansing Road
Lake Lansing Road, Lansing City Limit to Wood Street

Item II: Low Bid--$ 982,063.08
Recycling and resurfacing of:
Haslett Road, Shaw Street to Creekwood Lane
Mitchell Road, Williamston to Vanneter Roads
Vanneter road, Mitchell to Rowley Roads

Item III: Low Bid--$ 961,406.85
Recycling and resurfacing of:
Hagadorn Road, Jolly to south of Mt Hope Roads
Eifert Road, Holt to Willoughby Roads.

RECOMMENDATION
Adopt the attached, proposed resolution to approve entering into a contract with Michigan Paving & Materials Company, Lansing, MI, for recycling, resurfacing and related work as specified in the Ingham County Road Department’s Bid Packet # 116-18, Items I, II and III for the low bid costs shown above with 10% requested contingency for a grand total of $3,143,691.62.
TO: Bill Conklin, Managing Director  
Robert Peterson, Director of Engineering

FROM: James Hudgins, Director of Purchasing

DATE: May 18, 2018

RE: Memorandum of Performance for RFP No. 116-18: 2018 Primary Road Program

Per your request, the Purchasing Department sought proposals from Michigan Department of Transportation (MDOT) pre-qualified contractors for the purpose of entering into a contract for the 2018 Primary Road Program. There are three locations included in this proposal: 1) Wood Street and Lake Lansing Road; 2) Haslett Road; and, 3) Hagadorn Road.

In accordance with Resolution #13–119, the Local Purchasing Preference Policy was not applied in this solicitation as I have determined that the application of the Local Purchasing Preference Policy would preclude the County from obtaining a sufficient number of competitive proposals.

The Purchasing Department can confirm the following:

<table>
<thead>
<tr>
<th>Function</th>
<th>Overall Number of Vendors</th>
<th>Number of Local Vendors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendors invited to propose</td>
<td>15</td>
<td>3</td>
</tr>
<tr>
<td>Vendors responding</td>
<td>2</td>
<td>0</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Vendor Location</th>
<th>Item I Wood St. &amp; Lake Lansing Rd. PROJECT TOTAL</th>
<th>Item II Haslett Rd. PROJECT TOTAL</th>
<th>Item III Hagadorn Rd. PROJECT TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Michigan Paving &amp; Materials Co.</td>
<td>Clinton County</td>
<td>$914,431.54</td>
<td>$982,063.08</td>
<td>$961,406.85</td>
</tr>
<tr>
<td>Rieth-Riley Construction Co., Inc.</td>
<td>Ingham County</td>
<td>$1,918,229.15</td>
<td>$1,825,642.30</td>
<td>$2,072,039.40</td>
</tr>
</tbody>
</table>

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.

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 or by phone at 676-7309.
INTRODUCED BY THE COUNTY SERVICES AND FINANCE COMMITTEES OF THE:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE CONTRACTS WITH MICHIGAN PAVING & MATERIALS COMPANY FOR ITEMS I THROUGH III OF BID PACKET #116-18
RECYCLING & RESURFACING OF VARIOUS COUNTY PRIMARY ROADS

WHEREAS, the Road Department has determined that pavement recycling, asphalt resurfacing and repairs are needed on the various county primary roads listed below, due to normal deterioration over time; and

WHEREAS, the cost for these projects is budgeted in the 2018 Road Fund Budget, or will be per a separate resolution that has been submitted to adjust the 2018 Road Fund Budget and recognize both carry over fund balance and special state general fund appropriation per PA 82 of 2018 available for these projects; and

WHEREAS, the Ingham County Purchasing Department solicited and received sealed bids in accordance with Ingham County Purchasing policies for this project per Bid Packet 116-18, Items I, II, and III; and

WHEREAS, the bids were reviewed by the Ingham County Purchasing and Road Departments, and both Departments were in agreement that the low bidder’s proposal met all necessary qualifications, specifications and requirements; and

WHEREAS, Michigan Paving & Materials Company, Lansing, MI, submitted the lowest responsive and responsible bids for all 3 project bid items as follows:

Item I: Low Bid--$ 914,431.54
Recycling and resurfacing of:
Wood Street, Grand River Ave. (M-43/BL-69) to Lake Lansing Road
Lake Lansing Road, Lansing City Limit to Wood Street

Item II: Low Bid--$ 982,063.08
Recycling and resurfacing of:
Haslett Road, Shaw Street to Creekwood Lane
Mitchell Road, Williamston to Vanneter Roads
Vanneter road, Mitchell to Rowley Roads

Item III: Low Bid--$ 961,406.85
Recycling and resurfacing of:
Hagadorn Road, Jolly to south of Mt Hope Roads
Eifert Road, Holt to Willoughby Roads.

and;

WHEREAS, a contingency is being requested in the amount of 10% of the total of the above 3 project items, $285,790, for any additional work found necessary.
THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves entering into a contract with Michigan Paving & Materials Company, Lansing, MI, for recycling, resurfacing and related work as specified in the Ingham County Road Department’s Bid Packet # 116-18, Items I, II and III for the low bid costs listed above with 10% contingency for a grand total of $3,143,691.62.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners approves having 10% contingency for Road Department staff to approve as may be necessary.

BE IT FURTHER RESOLVED, that the Board Chairperson is hereby authorized to sign any necessary documents consistent with this resolution upon approval as to form by the County Attorney.
<table>
<thead>
<tr>
<th>Section</th>
<th>Street</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Woodwind Trail</td>
<td>Lake Drive</td>
<td>Oak Park Trail</td>
</tr>
<tr>
<td>11</td>
<td>Woodside Drive</td>
<td>Ventura</td>
<td>Haslett Road</td>
</tr>
<tr>
<td>16</td>
<td>E Hidden Lake Drive</td>
<td>Saphire</td>
<td>Burcham</td>
</tr>
<tr>
<td>17</td>
<td>Whistler Drive</td>
<td>Park Lake Road</td>
<td>Blue Haven Drive</td>
</tr>
<tr>
<td>21</td>
<td>Chippewa</td>
<td>Arrowhead</td>
<td>Ottowa</td>
</tr>
<tr>
<td>21</td>
<td>Ardmore</td>
<td>Kent</td>
<td>M-43</td>
</tr>
<tr>
<td>27</td>
<td>Tacoma/Birchwood</td>
<td>4291 Tacoma</td>
<td>Kenosha/east end</td>
</tr>
<tr>
<td>26</td>
<td>Alderwood</td>
<td>Silkwood</td>
<td>Ivywood</td>
</tr>
<tr>
<td>26</td>
<td>Satinwood</td>
<td>Silkwood</td>
<td>Ivywood</td>
</tr>
<tr>
<td>28</td>
<td>Woodfield</td>
<td>Riverwood</td>
<td>Sugar Maple</td>
</tr>
<tr>
<td>28</td>
<td>White Owl</td>
<td>Woodfield</td>
<td>Riverwood</td>
</tr>
<tr>
<td>29</td>
<td>Heartwood</td>
<td>S end</td>
<td>Comanche</td>
</tr>
<tr>
<td>29</td>
<td>Dustin</td>
<td>S end</td>
<td>Heartwood</td>
</tr>
<tr>
<td>34</td>
<td>E &amp; W Arbutus</td>
<td>Algoma</td>
<td>Otsego</td>
</tr>
<tr>
<td>34</td>
<td>E Arbutus</td>
<td>Wenonah</td>
<td>Jolly</td>
</tr>
<tr>
<td>34</td>
<td>Wenonah</td>
<td>W. Hiawatha</td>
<td>E. Hiawatha</td>
</tr>
</tbody>
</table>
TO: County Services & Finance Committees

FROM: William Conklin, Managing Director
Road Department

DATE: May 22, 2018

RE: Proposed Adjustment to 2018 County Road Fund Budget for the Road Department

BACKGROUND:
On March 20, 2018, Michigan Public Act 82 of 2018, became effective. Section 105 of PA 82 appropriates $175 million in state General funds to local units for the purpose of construction or preservation of county roads and city/village streets and other purposes as stipulated in the act for distribution on April 4, 2018. Per information received from MDOT, per the general agency allocation formula of Michigan Public Act 51 of 1951, Ingham County Road Department is expected to receive an estimated $1,357,000 from PA 82.

Also the County Road Fund balance available for carry over from FY 2017 to 2018 is $3,800,000. In round figures this carryover is mainly due to the following various expenditure savings and revenue increases over 2017 as-amended budget amounts:
Michigan Transportation Fund (MTF) revenue increase: $843,000;
Personnel cost savings mainly due to savings on benefits: $663,000;
Utilities, vehicle fuel/supplies, and related savings: $309,000;
Winter maintenance supplies savings: $148,000;
Traffic sign, signal, guardrail & markings savings: $117,000;
Capital road equipment purchase savings: $69,000;
Road maintenance materials savings: $506,000 (partially due to less township local road program participation and stretches of poor weather that limited some maintenance activities.)
Return of unbudgeted prior year federal aid revenues for advance constructed projects: $208,000
Reduction in Local Road Program due to cost savings and/or Townships passing: $500,000

REQUEST:
Given the additional state road funding and fund balance available carry over described above totaling $5,157,000, the Road department requests and recommends to allocate this amount to increases in 2018 expenditures as follows:

MTF & PA 82 funded primary road contracted resurfacing: $3,357,000 increase
Capital road equipment and building repairs per attached, updated CIP list: $951,000 increase ($500,000 for road equipment currently budgeted.)
Increased road maintenance materials (Asphalt & Tack): $649,000
Personnel—partial year occupancy of positions & reorganization authorized per resolution 18-019 adopted Jan. 23, 2018: $200,000

Total expenditure increases: $5,157,000

RECOMMENDATION:
Approval of the attached, proposed resolution to adjust the 2018 County Road fund Budget as outlined above.
Agenda Item 11e

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE ADJUSTMENT TO THE 2018 COUNTY ROAD FUND BUDGET

WHEREAS, the County Road Fund balance available for carry over from FY 2017 to 2018 is $3,800,000; and

WHEREAS, per Michigan Public Act 82 of 2018, the state has recently passed legislation to provide an additional $175 million of state general fund revenue for road work to be distributed this spring to all road agencies per the general agency allocation formula of Michigan Public Act 51 of 1951, which will result in an estimated $1.357 million additional state road funding for Ingham County Road Department in 2018; and

WHEREAS, given the additional state road funding and fund balance available carry over described above totaling $5,157,000, the Road department requests and recommends to allocate this amount to increases in 2018 expenditures as follows:

- MTF & PA 82 funded primary road contracted resurfacing: $3,357,000 increase
- Capital road equipment and building repairs per attached, updated CIP list: $951,000 increase ($500,000 for road equipment currently budgeted.)
- Increased road maintenance materials (Asphalt & Tack): $649,000
- Personnel—partial year occupancy of positions & reorganization authorized per resolution 18-019 adopted Jan. 23, 2018: $200,000

Total expenditure increases: $5,157,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes adjustment of the 2018 County Road Fund Budget as follows:

- MTF & PA 82 funded primary road contracted resurfacing: $3,357,000 increase
- Capital road equipment and building repairs per attached, updated CIP list: $951,000 increase
- Increased road maintenance materials (Asphalt & Tack): $649,000
- Personnel—partial year occupancy of positions & reorganization authorized per resolution 18-019 adopted Jan. 23, 2018: $200,000

Total expenditure increases: $5,157,000.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the attached, updated 2018 CIP Request Form for road equipment and building repairs for the Road Department.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the purchase of equipment per the attached, updated 2018 CIP Request Form through the MiDEAL state-wide purchasing program for units available through this program, with other purchases to be made per County Purchasing Policy, subject to necessary approvals per the purchasing policy.
### 2018 CAPITAL BUDGET REQUEST FORM—Amended

**DEPARTMENT:** Road

<table>
<thead>
<tr>
<th>RANK</th>
<th>PROJECT NAME</th>
<th>QUANTITY</th>
<th>ESTIMATED COST</th>
<th>PROJECT TYPE</th>
<th>NEW/RENEW</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Asphalt Emulsion Distributor Truck</td>
<td>1</td>
<td>$230,000</td>
<td>F/E</td>
<td>New</td>
</tr>
<tr>
<td>2</td>
<td>Asphalt Roller</td>
<td>1</td>
<td>$80,000</td>
<td>F/E</td>
<td>New</td>
</tr>
<tr>
<td>3</td>
<td>Street Sweeper Truck</td>
<td>1</td>
<td>$160,000-$280,000</td>
<td>F/E</td>
<td>Renew</td>
</tr>
<tr>
<td>4</td>
<td>Building &amp; Grounds Utility Boxes Truck</td>
<td>1</td>
<td>$30,000-$35,000</td>
<td>F/E</td>
<td>Renew</td>
</tr>
<tr>
<td>5</td>
<td>Tandem Axle Dump/Plow Trucks</td>
<td>3</td>
<td>$420,000 total</td>
<td>F/E</td>
<td>Renew</td>
</tr>
<tr>
<td>6</td>
<td>Asphalt Roller Trailer</td>
<td>1</td>
<td>$14,000</td>
<td>F/E</td>
<td>New</td>
</tr>
<tr>
<td>7</td>
<td>Pick-up Truck</td>
<td>1</td>
<td>$25,000</td>
<td>F/E</td>
<td>Renew</td>
</tr>
<tr>
<td>8</td>
<td>Crew Truck with Tool Boxes</td>
<td>1</td>
<td>$40,000</td>
<td>F/E</td>
<td>Renew</td>
</tr>
<tr>
<td>9</td>
<td>4 Ton Hot Asphalt Patch Trailer</td>
<td>1</td>
<td>$24,000</td>
<td>F/E</td>
<td>Renew</td>
</tr>
<tr>
<td>10</td>
<td>Topsoil Screen</td>
<td>1</td>
<td>$14,000</td>
<td>F/E</td>
<td>New</td>
</tr>
<tr>
<td>11</td>
<td>Tire changing machine for repair shop</td>
<td>1</td>
<td>$22,000</td>
<td>F/E</td>
<td>Renew</td>
</tr>
<tr>
<td>12</td>
<td>Eastern District Garage Roof</td>
<td>1</td>
<td>$250,000</td>
<td>MAJOR</td>
<td>Renew</td>
</tr>
<tr>
<td>13</td>
<td>Overhead door replacements—Mason garage</td>
<td>4</td>
<td>$17,000 total</td>
<td>MAINT</td>
<td>Renew</td>
</tr>
</tbody>
</table>

#### 2018

| ESTIMATED CAPITAL COST OF PROJECTS | $1,451,000 |
| NEW OPERATING COSTS               | 0           |
| TOTAL PROJECT COST                | $1,451,000  |

**SOURCES OF FUNDING (DESCRIBE):**

Road Fund—201 (MVH revenue). Per requested 2018 Budget Adjustment for Road Equipment, Shop Equipment, and Building Expense. Current, as-adopted, 2018 budget for Road Equipment = $500,000. Remaining items are listed for prioritization for requested 2018 budget adjustment.

*Items shown in bold are updated from CIP list update approved per Resolution 18-126 adopted March 27, 2018.*

**TOTAL SOURCES**

$1,451,000

**BRIEF DESCRIPTION OF PROJECTS:**

Renew items are replacement of existing older vehicles or equipment of same of same type.
New items are to expand capabilities for increased work and related services output.