

CHAIRPERSON  
BRYAN CRENSHAW

VICE-CHAIRPERSON  
DERRELL SLAUGHTER

VICE-CHAIRPERSON PRO-TEM  
RANDY MAIVILLE

FINANCE COMMITTEE  
MARK GREBNER, CHAIR  
TODD TENNIS  
BRYAN CRENSHAW  
MARK POLSDOFER  
EMILY STIVERS  
RANDY SCHAFFER  
RANDY MAIVILLE

**INGHAM COUNTY BOARD OF COMMISSIONERS**  
*P.O. Box 319, Mason, Michigan 48854 Telephone (517) 676-7200 Fax (517) 676-7264*

THE FINANCE COMMITTEE WILL MEET ON WEDNESDAY, JULY 21, 2021 AT 6:00 P.M.,  
IN CONFERENCE ROOM A, HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING  
AND VIRTUALLY AT <https://ingham.zoom.us/j/84419821841>.

Agenda

Call to Order

Approval of the [June 16, 2021](#) Minutes and August 19, 2020 and October 21, 2020 Closed Session  
Minutes

Additions to the Agenda

Limited Public Comment

1. Clerk's Office – Resolution to Raise the [Marriage License Correction Fee](#)
2. Treasurer's Office – Resolution to Utilize the County's Option to Acquire [Tax Foreclosed Property](#)
3. Drain Commissioner
  - a. Resolution Pledging Full Faith and Credit to [Angel Acres Drain](#) Drainage District Bonds
  - b. Resolution Consenting to the Relinquishment of [Okemos Drain](#) to Meridian Charter Township
4. Sheriff's Office – Resolution to Create Four Part-Time [Deputy Sheriff](#) Positions to Supplement Court Security Staffing
5. Homeland Security and Emergency Management – Resolution to Authorize a Sub Agreement with the City of Lansing for the United States Geological Survey [Sycamore Creek](#) Streamgauge Joint Funding Agreement
6. Prosecuting Attorney's Office – Resolution to Authorize a Memorandum of Understanding Between the Tri-County Metro Narcotics Squad and the Ingham County Prosecutor's Office Under the [2021 Byrne JAG Grant](#)
7. 9-1-1 Dispatch Center – Resolution to Authorize Renewal of Services with [National Testing Network](#) (NTN) for Remainder of 2021
8. Law & Courts Committee – Resolution to Adopt the [2022 Juvenile Justice](#) Community Agency Process Calendar
9. Mid-State Health Network – Resolution to Authorize an Extension of the Substance Abuse Coordinating Agency Agreement with [Mid-State Health Network](#)



10. Board of Commissioners – Resolution [Rescinding Resolution #20-452](#) Removing Restrictions on Non-Essential Discretionary Expenditures and the Elimination of Non-Essential Out-of-State Travel
11. Fairgrounds
  - a. Resolution to Add a [Maintenance Worker](#) Position at the Ingham County Fairgrounds
  - b. Resolution to Authorize an Amendment to Resolution #19-024 with [Dietz Janitorial Services](#)
12. Parks Department
  - a. Resolution to Authorize the Acceptance of the [Capital Region Community Foundation Grant](#)
  - b. Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources [Trust Fund Grant #TF20-0040](#)
  - c. Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources [Trust Fund Grant #TF20-0039](#)
13. Health Department
  - a. Resolution to Authorize a New [.5 FTE CHW](#) Position in Maternal and Child Health
  - b. Resolution to Authorize an Agreement with [Good Girl Radio, LLC](#) for a Package of Podcasts and Advertisements
  - c. Resolution to Authorize Acceptance of [Healthy! Capital Counties Funding](#)
  - d. Resolution to Authorize Converting [Position #601399](#) from a 1.0 FTE to a .5 FTE Position
  - e. Resolution to Authorize an Agreement with [Tyler Technologies](#) for Executime Time & Attendance™
14. Farmland and Open Space Preservation Board – Resolution to Accept Matching Funds in the Amount of \$285,600 from the Michigan Department of Agriculture and Rural Development and Michigan Agricultural Preservation Program for the [Arend Trust Conservation Easement](#)
15. Innovation & Technology Department
  - a. Resolution to Approve the Purchase of a [Fax Solution](#)
  - b. Resolution to Approve Fiber Engineering from [Western Tel-Com](#)
  - c. Resolution to Approve Renewal of [PACC/PAAM](#) Licensing and Support
  - d. Resolution to Approve the Purchase of [Phone Licensing](#) for Flexibility
16. Facilities Department
  - a. Resolution to Authorize a Service Warranty Renewal with [Astrophysics](#) for the Maintenance of the X-Ray Screening Machines at the Ingham County Family Center
  - b. Resolution to Authorize a Service Warranty Renewal with [Smiths Detection](#) for the Maintenance on Both X-Ray Screening Machines at the Veterans Memorial Courthouse and Grady Porter Building
  - c. Resolution to Authorize a Contract Renewal with [Teachout Security](#) for Uniformed Unarmed Security Guard Services at Several County Facilities
  - d. Resolution to Authorize an Agreement with [Matrix Consulting Engineers, Inc.](#) for the Renovations at the Ingham County 9-1-1 Center
  - e. Resolution to Authorize an Agreement with [Roger Donaldson AIA P.L.C.](#) for the Architectural and Engineering Services for Security Enhancements and Assessments of the Sanctuary and Fire Alarm System at the Ingham County Family Center
  - f. Resolution to Authorize an Agreement with [Laux Construction](#) for the Repairs to the Large Brick Exhibit Building at the Ingham County Fair Grounds



17. Road Department
  - a. Resolution to Authorize a First Party Agreement with the Michigan Department of Transportation (MDOT) for a Federally Funded Project on [Dexter Trail](#) from M-36 to M-52
  - b. Resolution to Authorize a Second Party Agreement with the Michigan Department of Transportation (MDOT) for a State and Federally Funded Project on [Okemos Road](#) from Jolly Road to Central Park Drive
  - c. Resolution to Approve Local Road Agreements with [Aurelius and Ingham Townships](#)
18. Human Resources
  - a. Resolution to Approve an Additional Modification to Appendix D – Compensation Levels of the Managerial and Confidential Employee Personnel Manual for 2021 as a Result of a [Reclassification](#) Requests
  - b. Resolution to Approve an Agreement with [Sparrow Occupational Health](#) Services to Provide Occupational Health Services
  - c. Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP [911 Non-Supervisory Unit](#)
  - d. Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP [Animal Control Officers](#), Veterinarian Technicians, and Animal Care Specialists Unit
  - e. Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP [Corrections Unit](#)
  - f. Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP Law Enforcement (Act 312) [Deputies Unit](#)
  - g. Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP [Supervisory Unit](#)
19. Controller/Administrator's Office
  - a. Resolution to Provide Emergency Support as Needed in Order to Ensure Timely Implementation of Peacemaker Fellowship® Partnership with [Advance Peace](#) to Help Build and Sustain Local Community Capacity to Interrupt Gun Violence in Ingham County, MI
  - b. Resolution to Utilize American Rescue Plan Funds to Implement Community-Designed Rapid Response Gun Violence Interruption Plan and Authorize Agreements with [Coat of Many Colors](#) Counseling Services and the Village Lansing through October 1, 2021
  - c. Resolution to Authorize [Budget Adjustments](#) for 2021 Based on the Annual Evaluation of the County's Financial Reserve Policy
  - d. Resolution to Create a [Diversity, Equity, and Inclusion Director](#) Position
  - e. Bond Resolution: [Capital Improvement Bonds](#), Series 2021
20. Closed Session
  - a. Discussion of Collective Bargaining Pursuant to MCL 15.268(c)
  - b. Pursuant to MCL 15.268(e) to Consult with Attorneys Regarding *Grainger v Ottawa County*, et al Case No. 1:19-Cv-00501 Pending in the U.S. District Court for the Western District of Michigan
  - c. Pursuant to MCL 15.268(D) to Consider the Purchase of Real Property Prior to the Time an Option to Purchase is Obtained



Announcements  
Public Comment  
Adjournment

**PLEASE TURN OFF CELL PHONES OR OTHER ELECTRONIC DEVICES OR SET TO MUTE  
OR VIBRATE TO AVOID DISRUPTION DURING THE MEETING**

The County of Ingham will provide necessary reasonable auxiliary aids and services, such as interpreters for the hearing impaired and audio tapes of printed materials being considered at the meeting for the visually impaired, for individuals with disabilities at the meeting upon five (5) working days notice to the County of Ingham. Individuals with disabilities requiring auxiliary aids or services should contact the County of Ingham in writing or by calling the following: Ingham County Board of Commissioners, P.O. Box 319, Mason, MI 48854 Phone: (517) 676-7200. A quorum of the Board of Commissioners may be in attendance at this meeting. Meeting information is also available on line at [www.ingham.org](http://www.ingham.org).



## FINANCE COMMITTEE

June 16, 2021

Draft Minutes

The meeting was called to order by Chairperson Grebner at 6:00 p.m. virtually via Zoom in accordance with Public Act 228 of 2020 regarding the Open Meetings Act and State of Emergency declared by the Board of Commissioners for Ingham County. A roll call attendance and the present location of the Committee members was taken for the record.

Members Present: Grebner (Ingham County, Michigan), Crenshaw (Ingham County, Michigan), Polsdofer (Ingham County, Michigan), Stivers (Ingham County, Michigan), Schafer (Ingham County, Michigan), and Maiville (Ingham County, Michigan).

Members Absent: Tennis

Others Present: Commissioner Peña, Gregg Todd, Michael Townsend, Liz Noel, Mary Konieczny, and others.

### Approval of June 2, 2021 Minutes

CHAIRPERSON GREBNER STATED THAT, WITHOUT OBJECTION, THE MINUTES OF THE JUNE 2, 2021 FINANCE COMMITTEE MEETING WERE APPROVED AS WRITTEN.  
Absent: Commissioner Tennis

### Additions to the Agenda

Substitute –

#### 9. Parks Department

- c. Resolution to Authorize a Contract with Sherriff Goslin Co. for a Roof for the Main Shelter/~~Winter Warming House/Ski Rental~~ Building at Lake Lansing South County Park

### Limited Public Comment

Commissioner Bob Peña stated that he was at the Lansing Bike Co-Op located at 1715 E. Kalamazoo Street #2702, Lansing, MI 48912. He further stated that there was a gently used bike sale taking place on June 19, 2021.

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

- 1. Treasurer's Office – 1st Quarter Investment Report



2. Prosecuting Attorney's Office
  - a. Resolution to Authorize Acceptance of the Coronavirus Emergency Supplemental Funding (CESF) Grant from the Michigan State Police
  - b. Resolution to Authorize Title IV-D Cooperative Reimbursement Program Agreement (CRP) with the Michigan Department of Health and Human Services and the Ingham County Prosecutor's Office Family Support Unit
3. Public Defenders Office
  - a. Resolution to Authorize a Lease Agreement with Pitney Bowes for a Postage Meter
  - b. Resolution to Authorize a Contractual Agreement with Axon Enterprise, Inc. for Uploading and Storage of Digital Evidence
4. Animal Control and Shelter
  - a. Resolution to Approve the Addition of Two Full-Time Animal Care Specialist Positions for the Ingham County Animal Control and Shelter
  - b. Resolution to Reclassify the Customer Service and Community Outreach Manager Position to Community Outreach Manager
5. Friend of the Court – Resolution to Authorize an Amendment to the Title IV-D Cooperative Reimbursement Program (CRP) Agreement
6. Homeland Security and Emergency Management – Resolution to Authorize a Contract with Tidal Basin Group and Adjusters International for Consulting Services to Update the Tri-County Hazard Mitigation Plan
7. Veterans Affairs Office – Resolution to Authorize a 2021 Service Agreement with Clinton County
8. Potter Park Zoo
  - a. Resolution to Authorize an Agreement with Safety Systems for Building Monitoring Services at Potter Park Zoo
  - b. Resolution to Authorize an Agreement with the Potter Park Zoological Society for Services at the Potter Park Zoo
9. Parks Department
  - a. Resolution to Authorize a Contract with Spicer Group, Inc. for Professional Consulting Services for Updating the Ingham County Park's Five-Year Master Plan and the Trails and Park Millage Plan
  - b. Resolution to Authorize a Contract with Lopez Concrete Construction, LLC for a Concrete Slab for a Storage Building at Hawk Island County Park
  - c. Resolution to Authorize a Contract with Sherriff Goslin Co. for a Roof for the Main Shelter/Winter Warming House/Ski Rental Building at Lake Lansing South County Park



- d. Resolution to Authorize a Contingency Fund Appropriation for a Contract with Matrix Consulting Engineers, Inc. for a Lighting Study to Be Conducted at the Ingham County Medical Care Facility
  - e. Resolution to Authorize an Amendment to Leslie Township Trails and Parks Millage Agreement
10. Health Department
- a. Resolution to Authorize an Agreement with the City of Lansing for the Lead Safe Lansing Program
  - b. Resolution to Amend the Lease Agreement with ANC Holdings, LLC
  - c. Resolution to Amend the Agreement with Nextgen Healthcare Information Systems, Inc.
  - d. Resolution to Amend the Status of Position #601524 (CHR II – Forest) from Part-Time to Full-Time
  - e. Resolution to Authorize an Agreement with Health Consulting Strategies, Inc.
  - f. Resolution to Authorize an Agreement with Hope Network Medication Assisted Treatment (MAT) Services
  - g. Resolution to Authorize an Agreement with FY20-21 Hazardous Materials Emergency Response Plan Grant
  - h. Resolution to Authorize an Agreement with UpToDate, Inc.
11. Drain Commissioner – Resolution Pledging Full Faith and Credit to Daniels Drain Drainage District Bonds
12. Innovation & Technology Department – Resolution to Authorize Information Technology Improvements to Enhance Remote Work Utilizing American Rescue Plan Funds
13. Facilities Department
- a. Resolution to Authorize a Purchase Order to Haworth via DBI for the Furniture in the Additional Leased Space at the Public Defender’s Office
  - b. Resolution to Authorize an Agreement with Roger Donaldson, AIA P.L.C. for the Architectural and Engineering Services for Renovating a Portion of the Human Services Building for Families Forward
14. Road Department – Resolution to Approve Agreements between Ingham County and the City of Leslie, City of Mason, City of Williamston, and the Village of Webberville for the 2021 Pavement Marking Program
15. Human Resources – Resolution to Approve Additional Modifications to Appendix D – Compensation Levels of the Managerial and Confidential Employee Personnel Manual for 2021 as a Result of Reclassification Requests

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Tennis

THE MOTION TO APPROVE THE ITEMS ON THE CONSENT AGENDA CARRIED UNANIMOUSLY. Absent: Commissioner Tennis



16. Controller/Administrator's Office – Resolution to Utilize up to \$1,000,000 in American Rescue Plan Funds to Fund Grant Requests from Ingham County Emergency Service Authorities

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. MAIVILLE, TO APPROVE THE RESOLUTION.

Commissioner Schafer stated that he wanted to provide additional information in regards to how the funds covered 24% of the byways, highways, emergency services and rails within Ingham County. He further stated that the resolution would address Stockbridge Area Emergency Services Authority (SAESA), and Northeast Ingham Emergency Services Authority (NIESA), resulting in a distribution of funds to provide service to Bunker Hill, White Oak, Stockbridge Townships and the Village of Stockbridge and covered 47% of the County.

Chairperson Grebner clarified that the discussion regarding township funding allocation covered the details of the proposed Grant opportunity for both NIESA and SAESA. He requested Greg Todd, Ingham County Controller, to provide additional information.

Mr. Todd stated that SAESA did not directly request funding. He further stated the request had been submitted through Bunker Hill Township for \$225,000 to cover an ambulance.

Mr. Todd stated that once the resolution was approved, he was interested in reaching out to SAESA with a grant application and more conversation regarding how the County could provide to their specific needs.

Commissioner Schafer thanked Mr. Todd for the clarification. He stated that he missed the portion of the June 15, 2021 County Service Committee meeting draft minutes.

Chairperson Grebner stated that he was interested in reaching out to the cities and townships that were serviced by NIESA to obtain additional funding. He further stated that this would be a good opportunity for any township that had struggled with the limitations on how to spend their designated funds.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Tennis

Chairperson Grebner stated that he wanted to restate his thoughts from the June 15, 2021 County Service Committee meeting. He further stated that he wanted to recognize the significance of the resolution as the County did not often have the opportunity to provide a million dollars to a requesting party in need.

#### Announcements

Commissioner Schafer stated the Stockbridge Service Area, consisting of six townships and one village across three counties, had met the criteria to become designated as a Primary Care Medically Underserviced Area (MUA). He further stated that this was much in thanks to the



hard work of Virginia Rezmierski, and the Ingham County Board of Commissioners, which had adopted Resolution #21 – 259 at the May 25, 2021 meeting.

Commissioner Schafer stated that Representative Kara Hope, State Representative, referred Julie Thomasma, Child and Family Charities Executive Officer, to him. He further stated that Child and Family Charities provided care for many vulnerable populations including those that may have experienced foster care, child abuse, teen pregnancy, and children.

Commissioner Schafer stated that the Committee would be likely be interested in further conversation due to the wide expanse professional background of both Commissioners Crenshaw and Celentino. He further stated that he requested Ms. Thompson provide materials to the Board of Commissioners for consideration to assist with housing and immediate basic needs of Ingham County.

Chairperson Grebner asked where Child and Family Charities was located.

Commissioner Schafer said that the charity address was 4287 Five Oaks Dr. Lansing, MI 48911 and that the charity was interested in consolidating the five different service locations from which they operated.

Commissioner Maiville stated that he wanted to recognize Mr. Todd for the work he has done with Michigan Townships Association (MTA) to assist with American Rescue Plan (ARP) funds. He further stated that Mr. Todd has been very helpful to all of the Townships that Commissioner Maiville had referred to his office.

Commissioner Schafer stated that he wanted to further recognize the massive amount of work Mr. Todd has recently done with American Rescue Plan.

#### Public Comment

None.

#### Adjournment

The meeting was adjourned at 6:12 p.m.



## **JULY 21, 2021 FINANCE AGENDA STAFF REVIEW SUMMARY**

### **RESOLUTION ACTION ITEMS:**

**The Controller's Office recommends approval of the following resolutions:**

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

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

See memo for details.

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

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

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

See resolution for details.

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

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

See memo for details.

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

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

See memo for details.



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

This resolution will authorize the creation of four additional part-time Deputy positions to augment court security staffing at the Veterans Memorial Courthouse effective upon approval of this resolution. The Ingham County Sheriff's Office (ICSO) provides court security at the 30<sup>th</sup> Judicial Circuit Court at the Veterans Memorial Courthouse in Lansing. As a result of the COVID-19 pandemic, there is a backlog of Court dockets, and it is estimated that catching up will take several years. Supplemental personnel will be required to provide adequate courtroom security. A classification of part-time Deputy currently exists within the Capital City Labor Program (CCLP) Law Enforcement bargaining agreement, which is a special part-time position with no benefits. Utilizing part-time Deputies to fill this staffing need is cost effective and will allow ICSO the flexibility to provide the additional staffing only when necessary. The annual cost of adding these positions is \$109,740 and funding is available through the Intergovernmental Services Agreement with the United States Marshals Services, as approved by Resolution #21-132.

See memo for details.

**5. Homeland Security and Emergency Management – Resolution to Authorize a Sub-Agreement with the City of Lansing for the United States Geological Survey Sycamore Creek Streamgage Joint Funding Agreement**

This resolution will authorize County participation in a Joint Funding Agreement with the City of Lansing for the United States Geological Survey (USGS) Sycamore Creek Streamgage in an amount not to exceed \$22,484.50 for the time period of October 1, 2020 through September 30, 2025. The 2021 cost will be \$6,311 and is requested to be funded from the 2021 Contingency Account. Funds will be included in future years' budgets for FY2022 through FY2025, with costs totaling \$16,174.

Ingham County has entered into joint funding agreements with local governments since 2013 regarding USGS watershed studies and Enhanced Flood Warning Systems as it relates to the Grand River, Red Cedar River, and Sycamore Creek. The goals have included the updating of flood maps and assessing flood risks to facilitate timely forecasting and responses to flooding. Through the course of those studies and projects, USGS determined a need to install and operate a streamgage in Sycamore Creek at Holt Road. The City of Lansing contracted with USGS for the initial installation and operation of the Sycamore Creek Streamgage at Holt Road in FY 20 for a total of \$9,542 and an additional five-year operation contract beginning October 1, 2020 through September 30, 2025 for a total cost of \$80,396 to be shared through a Joint Funding Agreement with the City of Lansing, Lansing Board of Water and Light, Delhi Charter Township, and the County of Ingham.

See memo for details.

**6. Prosecuting Attorney's Office – Resolution to Authorize a Memorandum of Understanding between the Tri-County Metro Narcotics Squad and the Ingham County Prosecutor's Office under the 2021 Byrne JAG Grant**

Tri-County Metro Narcotics Squad (TCM) has been awarded funds under the 2021 Fiscal Year Byrne JAG Grant Program "*Building Investigative Capacity to Combat Dangerous Drugs in Our Communities.*" The primary goal of this grant is to focus on heroin, fentanyl, and prescription opiates, including prescription provider diversion investigations. The aim is to reduce overdoses, deaths, and criminal activity related to the sale of heroin and opiates. TCM has offered \$28,160 in grant funds to the Ingham County Prosecutor's Office as a partner and participant in this grant program in exchange for increased assistance to TCM in the investigation and prosecution of these cases in Ingham County. The Prosecutor's Office intends to use this additional funding to purchase software and technology upgrades for the discovery and evidence storage process. The grant period is October 1, 2020 through September 30, 2021.



See memo for details.

**7. 9-1-1 Dispatch Center – Resolution to Authorize Renewal of Services with National Testing Network (NTN) for Remainder of 2021**

This resolution will authorize the renewal of an agreement with National Testing Network (NTN) for the purposes of testing applicants for 9-1-1 Dispatcher. This will authorize an expenditure of up to \$9,200, which will include an ECOMM National Annual Membership fee of \$1,000 and a cost of \$41.00 per applicant tested. It is estimated that 200 applicants will be tested during the remainder of the year.

**8. Law & Courts Committee – Resolution to Adopt the 2022 Juvenile Justice Community Agency Process Calendar**

This resolution will authorize the adoption of the 2022 Juvenile Justice Community Agency Process calendar to establish time lines and a budget amount. A total of \$125,000 was allocated in 2021 out of Juvenile Justice Millage funds for this program. Grants were awarded in the amount of \$149,571.

**9. Mid-State Health Network – Resolution to Authorize an Extension of the Substance Abuse Coordinating Agency Agreement with Mid-State Health Network**

Section 6226(1) of Public Act 368 of 1978, as amended, provides for designation of a Coordinating Agency to administer substance use disorder services subject to the approval of the affected county board or boards of commissioners. Resolution #14-386 designated the Mid-State Health Network as the substance abuse coordinating agency for Ingham County and authorized a 3-year agreement for the distribution of liquor tax funds in an amount not to exceed one-half of liquor tax revenues received by Ingham County. Resolution #18-343 extended that agreement for a period of three years. That agreement has expired. Each year the County's general appropriations resolution states that in accordance with PA 2 of 1986, 50% of the Convention Facility Tax revenue not used to reduce the County's operating tax rate shall be transmitted to the Mid-State Health Network, with the remaining revenues to be deposited in the County's General Fund. Otherwise, the County's operating millage would need to be reduced as defined by PA 2 of 1986. The total liquor tax distribution is anticipated (budgeted) to be \$1,362,520 in 2021, of which 50% or \$681,260 is allocated to Mid-State Health Network.

**10. Board of Commissioners – Resolution Rescinding Resolution #20-452 Removing Restrictions on Non-Essential Discretionary Expenditures and the Elimination of Non-Essential Out-of-State Travel**

This resolution rescinds Resolution #20-452, and all prior resolutions and hereby removes restrictions on non-essential discretionary expenditures and the elimination of non-essential out-of-state travel.

**11a. Fairgrounds - Resolution to Add a Maintenance Worker Position at the Ingham County Fairgrounds**

The current staffing situation at the fairgrounds is not sufficient to adequately maintain the facility. The only maintenance work currently being completed is the bare minimum necessary to host events such as mowing, cleaning bathrooms, trash removal, and cleaning barns. Basic preventive maintenance is not getting done, leading to a deterioration of the facilities and grounds. Currently, there are catch basins that need to be cleaned, a downspout that is duct-taped to the main arena, picnic tables that need to be sanded and stained, and power equipment that needs basic mechanical work. These needs are ongoing. The total annual cost of the Fairgrounds Maintenance Worker (UAW E) position is \$80,962.26. See the attached calculation for details. This position will be authorized effective upon passage of this resolution through December 31, 2024, at which time it will be re-evaluated based on need and available funding. Funds for this position are available through the American Rescue Plan Act of 2021.



**11b. Fairgrounds - Resolution to Authorize an Amendment to Resolution #19-024 with Dietz Janitorial Services**

The Ingham County Fairgrounds hosts dozens of horse shows per year. Each weekend hundreds of horses and people utilize the facility for horse shows. After each event on the weekend, the bathrooms are in need of extensive cleaning due to the significant number of people visiting each bathroom through the course of the weekend. The Fairgrounds staff does not have time to maintain the cleanliness of the bathrooms after the horse shows. The alternative is to provide an unsatisfactory experience for guests using dirty bathrooms during the horse shows. The fee will be \$26.50 per hour and it is expected to be approximately 8 hours per week. Funding is available for this contract in the Fairgrounds' 2021 budget.

**12a. Parks Department - Resolution to Authorize the Acceptance of the Capital Region Community Foundation Grant**

This resolution accepts a grant in the amount of \$67,000 for a mountain bike skills park at Burchfield Park. The goal of a mountain bike skills course is to introduce young and beginner riders to off-road bike handling skills – providing kids with an alternative form of recreation that challenges, inspires confidence, fosters independence, and offers a whole lot of fun.

**12b. Parks Department - Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources Trust Fund Grant #TF20-0040**

This resolution authorizes the acceptance of the project agreement for the Michigan Natural Resources Trust Fund grant as Ingham County Parks successfully received this \$50,000 grant from the MDNR. The project will include the following improvements to the Bunker Road Landing:

- Proposed gravel parking lot to be expanded, including improving the existing drive and a drop-off area for vans/trailers with canoes.
- Proposed concrete walks/paving for access.
- Replace existing stepped canoe/kayak launch.

The DNR provided notice the grant will be awarded in the amount of \$50,000. The County's financial commitment is \$62,000. The DNR does not allow the topographical survey (\$5,000) and construction administration (\$5,000) to be included in the grant funding's financial commitment, this has to be done separately with local funds. The total cost of the project including the County's financial commitment is \$112,000. This resolution authorizes transferring \$62,000 from the Parks Department 208 Fund Balance to fulfill the financial commitment.

**12c. Parks Department - Resolution to Authorize the Acceptance of the Project Agreement for a Michigan Natural Resources Trust Fund Grant #TF20-0039**

This resolution authorizes the acceptance of the project agreement for the Michigan Natural Resources Trust Fund grant as Ingham County Parks successfully received this \$300,000 grant from the MDNR. The project will include the following improvements to Lake Lansing South: accessible canoe/kayak launch, asphalt paving of the parking lot with ADA accessible parking spaces, and drainage improvements around the newly paved parking area, including a bio-swale with native plantings. The DNR provided notice the grant will be awarded in the amount of \$300,000. The County's financial commitment is \$335,200. The DNR does not allow the topographical survey (\$5,000) to be included in the grant funding's financial commitment, this has to be done separately with local funds. The total cost of the project including the County's financial commitment is \$635,200.



There is \$11,500 available in 2019 CIP line item 228-75999-97400-9P14.

Resolution #19-119 committed \$59,000 from the Trails and Parks Millage Fund Balance.

Resolution #20-131 committed \$264,700 from the Trails and Park Millage Fund Balance. This resolution authorizes the line transfer to the appropriate line item.

**13a. Health Department - Resolution to Authorize a New .5 FTE CHW Position in Maternal and Child Health**

Ingham County Health Department (ICHD) wishes to create a .5 FTE Community Health Worker (CHW) position in the Maternal & Child Health Division (MCH) effective upon approval through July 3, 2024. CHWs are frontline public health workers who are trusted and have a close understanding of the community they serve. Resolution #21-325 authorized the acceptance of grant funds from the City of Lansing to conduct outreach for the Lead Safe Lansing (LSL) Program and Childhood Lead Poisoning Prevention Program (CLPPP). Funds for this outreach will be included in the FY 22 Michigan Department of Health and Human Services Comprehensive Agreement. ICHD would like to use these grant funds to create a .5 FTE CHW to assist with LSL outreach and enrollment into LSL programs and to provide lead education and outreach to families who have had elevated blood lead levels. In addition, this position will provide outreach at community events to educate families on lead safety and the importance of lead abatement. The cost of the .5 CHW position (UAW Grade D, salary range \$33,709.94 – \$40,130.88) will be funded using LSL grant funds accepted through Resolution #21-325 and CLPPP funding included in the FY 22 MDHHS Comprehensive Agreement using the following distribution:

31% MDHHS CLPPP funding- \$14,103

69% LSL funding- \$31,085

**13b. Health Department - Resolution to Authorize an Agreement with Good Girl Radio, LLC for a Package of Podcasts and Advertisements**

This resolution authorizes an agreement with Good Girl Radio, LLC for the hosting, filming, and promotion of six (6) podcasts with Ingham County physicians, including Ingham County Medical Director Adenike Shoyinka, MD. Podcasts will highlight health concerns in local Black communities, including COVID-19, which disproportionately affects Black/African American people. Overall, Black communities experience higher rates of morbidity and mortality (health disparities) compared to white communities. Podcasts will serve to inform the community regarding COVID-19 prevention and vaccination, in addition to educating on other topics of interest in the Black community. The Good Girl audience will select (in part), two podcasts covering COVID-19 and four podcasts will cover other topics of interest and needs. ICHD was awarded a grant from the Michigan Department of Health & Human Services (MDHHS) to fight the COVID-19 pandemic (account #221-60055-01156). These funds will cover 1/3 of the costs (\$2,833.33) with the remaining 2/3 (\$5,666.67) covered by ICHD's Communications Budget. Ultimately, ICHD's goal is to advocate for the health and wellbeing of Black Ingham County residents.

**13c. Health Department - Resolution to Authorize Acceptance of Healthy! Capital Counties Funding**

Ingham County Health Department (ICHD) wishes to accept funding from the Barry-Eaton District Health Department (BEDHD) in an amount not to exceed \$32,672 effective upon approval through September 30, 2023. ICHD has partnered with capital area hospitals and local health departments to work on a Community Health Assessment (CHA) project, Healthy! Capital Counties for a fourth cycle. As part of the Affordable Care Act, the Internal Revenue Service requires not-for-profit hospitals to conduct periodic Community Health needs Assessments (CHAs) and create Community Health Improvement Plans (CHIP), to guide their community benefits programs (IRS Notice 2011-52). Hospitals are required to collaborate with local health departments in this work. In the capital area, Sparrow Health System, McLaren Greater Lansing (MGL), and Eaton Rapids



Medical Center (ERMC) are collaborating with ICHD, Mid-Michigan District Health Department (MMDHD) and BEDHD. The hospitals are providing financial support for this work and have designated BEDHD as the fiduciary and ICHD will play the leading role in conducting the data analysis and writing for the CHA and CHIP. This project benefits ICHD in its efforts to maintain national accreditation from the Public Health Accreditation Board (PHAB) as PHAB requires local health departments to create a CHA and a CHIP.

**13d. Health Department - Resolution to Authorize Converting Position #601399 from a 1.0 FTE to a .5 FTE Position**

Ingham County Health Department (ICHD) wishes to convert HIV/STI position #601399, (a 1.0 FTE Communicable Disease Investigator) to a .5 FTE position due to a reduction in funding. Position #601399 was previously funded through the Ryan White program and Hepatitis C funding from the Michigan Department of Health and Human Services (MDHHS). MDHHS Hepatitis C funding for FY 22 has been eliminated and the Ryan White grant funding will not continue to fund this position in FY 22. In order to continue staffing this position in the HIV/STI division, ICHD has determined that position #601399 should be converted to a .5 FTE and be funded by HIV/STI funds, effective upon approval. Position #601399 (currently 1.0 FTE) is budgeted at \$83,091.00-\$100,186. Converting this position into a 0.5 FTE position will reduce costs to \$47,755-\$54,807. The .5 FTE cost of this position will be covered through HIV/STI funds.

**13e. Health Department - Resolution to Authorize an Agreement with Tyler Technologies for Executime Time & Attendance™**

The Health Department and its Ryan White program have requirements for job-costing across the multiple funding awards it receives. Tyler's software will allow ICHD's CHCs Management and Accounting staff to enter and track time types, manage time-off requests, apply job costing while handling multiple pay periods, and provide an automated solution for tracking and managing time and attendance. The financial impact of this agreement includes a one-time cost of \$109,195 for the first year, \$10,795 for year two and will be covered by American Rescue Act Funds from HRSA, authorized through Resolution #21-240, and Ryan White 340B revenue.

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

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

Matching funds are available through the FOSP Board.

**15a. Innovation & Technology Department – Resolution to Approve the Purchase of a Fax Solution**

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

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



See memo for details.

**15b. Innovation & Technology Department – Resolution to Approve Fiber Engineering from Western Tel-Com**

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

See memo for details.

**15c. Innovation & Technology Department – Resolution to Approve the Renewal of PACC/PAAM Licensing and Support**

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

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

See memo for details.

**15d. Innovation & Technology Department – Resolution to Approve the Purchase of Phone Licensing for Flexibility**

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

Funding would be from the IT ARP allocation as follows:

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

See memo for details.

**16a. Facilities Department – Resolution to Authorize a Service Warranty Renewal with Astrophysics for the Maintenance of the X-Ray Screening Machine at the Ingham County Family Center**

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



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

See memo for details.

**16b. Facilities Department – Resolution to Authorize a Service Warranty Renewal with Smiths Detection for the Maintenance on Both X-Ray Screening Machines at the Veterans Memorial Courthouse and Grady Porter Building**

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

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

See memo for details.

**16c. Facilities Department – Resolution to Authorize a Contract Renewal with Teachout Security for Uniformed Unarmed Security Guard Services at Several County Facilities**

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

See memo for details.

**16d. Facilities Department – Resolution to Authorize an Agreement with Matrix Consulting Engineers, Inc., for the Renovations at the Ingham County 9-1-1 Center**

This resolution will authorize entering into an agreement with Matrix Consulting Engineers, Inc., for the architectural and engineering services for the 9-1-1 Center's renovations for an amount of \$18,450.

Renovations will include the front lobby, vestibule, open office area, curb options for the front parking lot, addressing water runoff issues in the rear parking lot, evaluating specified doors for ballistic glass, window treatment options, and adding additional electrical in the storage room. Funds are available for this project within the approved 2019 capital budget.

See memo for details.

**16e. Facilities Department – Resolution to Authorize an Agreement with Roger Donaldson AIA P.L.C. for the Architectural and Engineering Services for Security Enhancements and Assessments of the Sanctuary and Fire Alarm System at the Ingham County Family Center**

This resolution will authorize entering into an agreement with Roger Donaldson AIA P.L.C. Firms for the purpose of providing professional services for security enhancements, obtaining occupancy of the sanctuary space, and assessing the current fire alarm system at the Ingham County Family Center for an amount not exceed \$36,290. The services will include, but are not limited to, developing a preliminary design, drafting construction documents, assisting the County with drafting an RFP for a general contractor, and performing consulting duties. Funds are available in the Juvenile Justice Millage fund balance for this purpose.

See memo for details.



**16f. Facilities Department – Resolution to Authorize an Agreement with Laux Construction for the Repairs to the Large Brick Exhibit Building at the Ingham County Fairgrounds**

The large brick exhibit building at the Ingham County Fairgrounds is in need of repairs above the overhead door as a result of safety concerns. The bricks that are above the overhead door opening are spalling due to water infiltration, which has also caused the steel lintel to rust and deteriorate causing it to no longer support the brick above. Laux Construction, a local vendor, submitted the lowest responsive and responsible proposal of \$25,000. The resolution includes a contingency of \$2,000 for any unforeseen issues. Funds for this project are available in the Fairgrounds' 2021 budget.

**17a. Road Department – Resolution to Authorize a First Party Agreement with the Michigan Department of Transportation (MDOT) for a Federally Funded Project on Dexter Trail from M-36 to M-52**

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

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

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

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

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

See memo for details.

**17b. Road Department – Resolution to Authorize a Second Party Agreement with the Michigan Department of Transportation (MDOT) for a State and Federally Funded Project on Okemos Road from Jolly Road to Central Park Drive**

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

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

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

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



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

See memo for details.

**17c. Road Department – Resolution to Approve Local Road Agreements with Aurelius and Ingham Townships**

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

See memo for details.

**18a. Human Resources – Resolution to Approve Additional Modifications to Appendix D – Compensation Levels of the Managerial and Confidential Employee Personnel Manual for 2021 as a Result of Reclassification Requests**

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

See memo for details.

**18b. Human Resources – Resolution to Approve an Agreement with Sparrow Occupational Health Services to Provide Occupational Health Services**

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

See memo for details.

**18c. Human Resources – Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP 911 Non-Supervisory Unit**

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

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

See memo for details.

**18d. Human Resources – Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP Animal Control Officers, Veterinarian Technicians, and Animal Care Specialists Unit**

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

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



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

See memo for details.

**18e. Human Resources – Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP Corrections Unit**

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

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

See memo for details.

**18f. Human Resources – Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP Law Enforcement (Act 312) Deputies Unit**

Same as above.

**18g. Human Resources – Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP Supervisory Unit**

Same as above.

**19a. Controller's Office – Resolution to Provide Emergency Support As Needed in Order to Ensure Timely Implementation of Peacemaker Fellowship® Partnership with Advance Peace to Help Build and Sustain Local Community Capacity to Interrupt Gun Violence in Ingham County, MI**

Earlier this year, the Board of Commissioners approved a resolution committing support for Advance Peace and local partners to establish a program to help build and sustain local community capacity to interrupt gun violence, including financial support in the amount of \$590,000 over three years. An Advance Peace planning team has established a three-year budget totaling \$1,954,240 for a Peacemaker Fellowship® and has secured commitments for funding totaling \$1,597,405.

In order to ensure the success of the program, it is imperative that a three-year funding commitment to the program be established. Requests are being made of Ingham County and the City of Lansing to each commit to funding 50% of the cost of the remaining funding gap should the planning team be unable to secure alternate funding sources. The planning team continues, and will continue, to aggressively seek out grants and other sources of funds to close this gap. In order to fill this funding gap, Ingham County's 2022 commitment would be up to \$35,005, with additional commitments of up to \$79,610 for 2023 and \$63,305 for 2024.

See memo for details.



**19b. Controller's Office** – *Resolution to Utilize American Rescue Plan Funds to Implement Community-Designed Rapid Response Gun Violence Interruption Plan and Authorize Agreement with Coat of Many Colors Counseling Services and the Village Lansing through October 1, 2021*

The Lansing/Ingham Advance Peace Planning Team continues to work on implementing a Peacemaker Fellowship® program, but the earliest date that implementation will begin is October 1. Due to the rapid escalation of youth-involved shootings during the second quarter of 2021, community partners and residents convened on June 14 and began conferring with youth and families involved in the recent shootings to design a “Rapid Response” plan. This Rapid Response plan has been partially implemented from June 14, 2021 to June 30, 2021, and requires additional resources for full implementation. This resolution would approve the use of up to \$25,000 from American Rescue Plan funds for this purpose.

The Treasury issued an Interim Final Rule further defining eligible uses of American Rescue Plan funds to address disparities in public health outcomes to include evidence-based community violence intervention programs to prevent violence and mitigate the increase in violence during the pandemic.

This resolution will authorize an agreement with the Coat of Many Colors Counseling Services in an amount up to \$5,000 for education and outreach to impacted communities and to fill any temporary gaps in health plan coverage for direct services for individual and/or group counseling sessions, along with an agreement with The Village Lansing in an amount up to \$18,000 for education and outreach to impacted communities, non-violence conflict resolution mediation services, and non-police de-escalation supports. The Ingham County Health Department will be authorized to utilize up to \$2,000 for additional outreach and engagement to impacted communities to promote the availability of these services and supports.

See memo for details.

**19c. Controller's Office** – *Resolution to Authorize Budget Adjustments for 2021 Based on the Annual Evaluation of the Ingham County's Financial Reserve Policy*

This resolution request that the 2021 budget be amended to authorize a transfers totaling \$1.8 million from the General Fund unassigned balance to the Public Improvements Fund in the amount of \$1,500,000 and to the Budget Stabilization Fund in the amount of \$300,000 in order to provide adequate funds for infrastructure maintenance and improvements and meet minimum targets.

See memo for details.

**19d. Controller's Office** – *Resolution to Create a Diversity, Equity, and Inclusion Director Position*

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

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

See memo for details.



**19e. Controller's Office – Bond Resolution: Capital Improvements Bond, Series 2021**

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

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

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

**PRESENTATION/DISCUSSION/OTHER ITEM:**

**20. Board of Commissioners**

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



## Agenda Item 1

TO: Ingham County Board of Commissioners

FROM: Chief Deputy County Clerk Scott Hendrickson

DATE: June 7, 2021

SUBJECT: Resolution to Raise the Marriage License Correction Fee

---

### **BACKGROUND**

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

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

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

### **FINANCIAL IMPACT**

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

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

### **OTHER CONSIDERATIONS**

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

### **RECOMMENDATIONS**

I respectfully recommend approval of the attached resolution.



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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

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



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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



**To:** Ingham County Board of Commissioners

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

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

**Date:** July 6, 2021

---

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

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

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

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



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

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

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

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



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

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



## Angel Acres Drain Improvement Project Summary

(Prepared by Civil Engineers, Inc.)

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



July 6, 2021

Prepared By: Civil Engineers, Inc

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

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

Dear Mr. Lindemann,

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

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

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

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

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

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

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



Please contact us with any questions or concerns.

Sincerely,

Civil Engineers, Inc.

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

Randy A. Ramsey, PE

President



Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

NOW, THEREFORE, IT IS RESOLVED as follows:

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

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

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

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



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

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

\_\_\_\_\_

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

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

**COUNTY SERVICES:**

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

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

**FINANCE:**

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

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

RESOLUTION DECLARED ADOPTED.

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



### **CERTIFICATION**

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

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

---

Barb Byrum, Clerk  
County of Ingham



Memo to County Services Committee and Finance Committee

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

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

**Date:** July 6, 2021

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

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

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

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

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



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

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

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



## **CHARTER TOWNSHIP OF MERIDIAN**

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

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

ABSENT: None

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

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

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

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

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

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

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

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



RESOLUTION TO REQUESTING THE RELINQUISHMENT  
OF THE OKEMOS DRAIN TO TOWNSHIP

Page 2

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

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

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

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

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

ADOPTED:

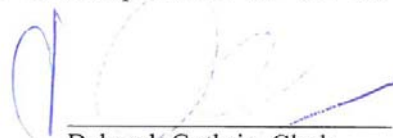
YEAS: Trustees Opsommer, Sundland, Wisinski, Jackson, Supervisor Styka, Clerk Guthrie, Treasurer Deschaine

NAYS: None

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

STATE OF MICHIGAN     )  
                                      ) ss  
COUNTY OF INGHAM    )

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

  
Deborah Guthrie, Clerk  
Meridian Charter Township



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







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



## AGREEMENT

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

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

#### Recitals:

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

**INGHAM COUNTY COMMISSIONER**

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

**MERIDIAN CHARTER TOWNSHIP**

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

Its: Supervisor

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

Its: Clerk





13. B.

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

---

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

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

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

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

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



## MEMORANDUM

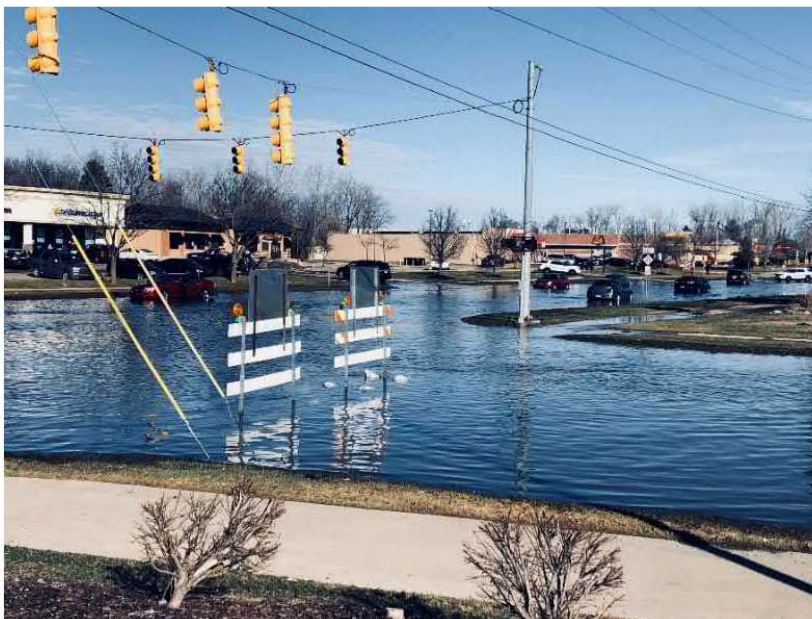
To: Derek Perry, Asst. Township Manager  
Meridian Charter Township

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

Date: May 10, 2021

Re: Okemos Drain

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

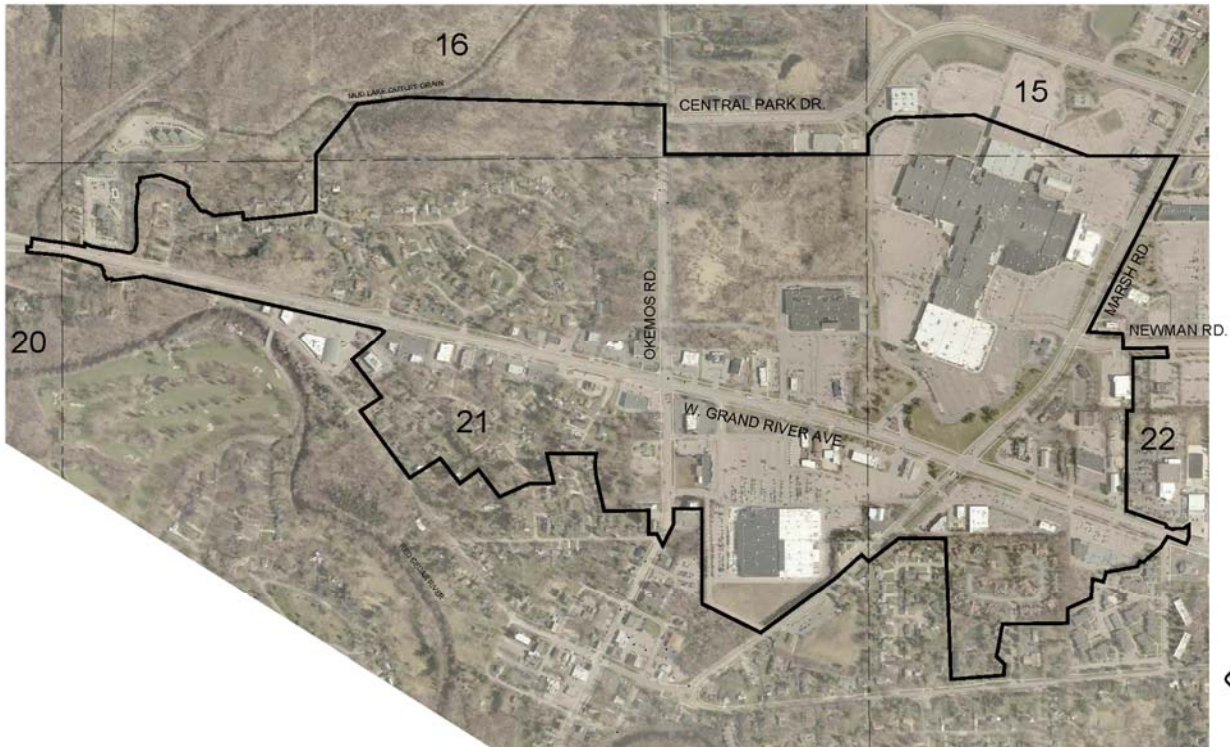


Grand River  
Avenue (M-43) &  
Okemos Road  
intersection  
flooding, February  
2018



OKEMOS DRAIN  
PRELIMINARY SERVICE AREA MAP  
MERIDIAN TOWNSHIP, MICHIGAN

300 0 300 600 900  
Scale 1" = 300'



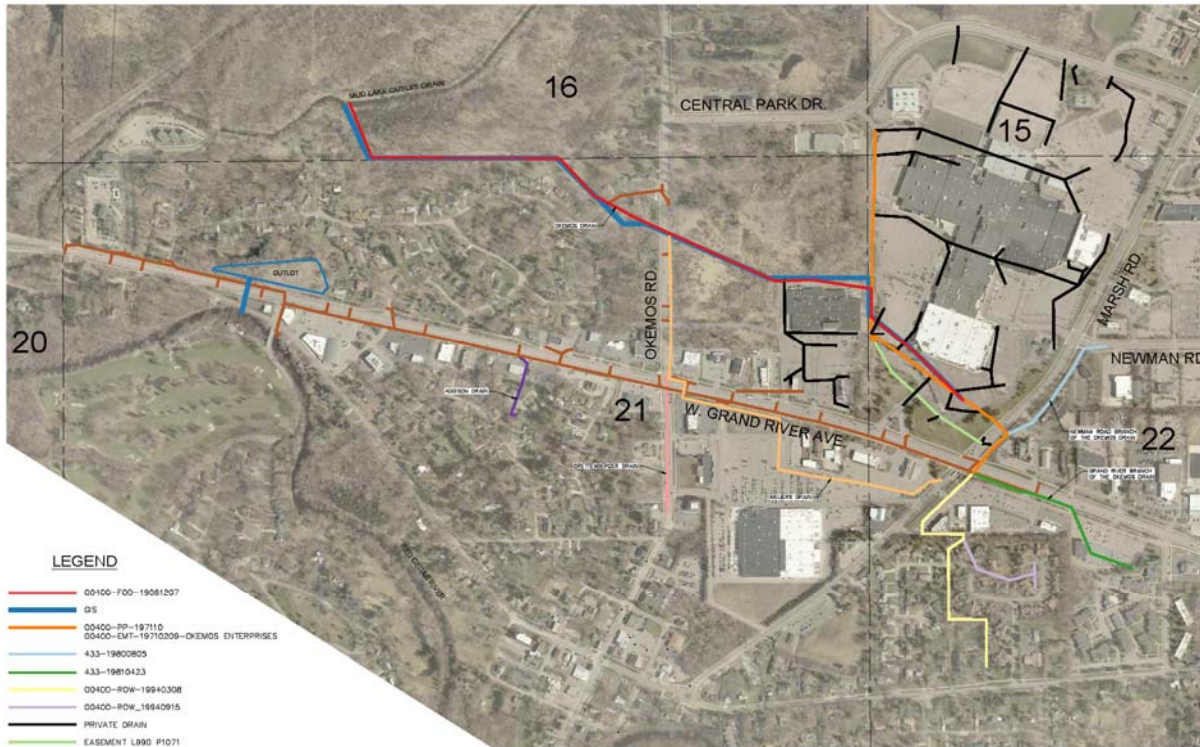
PRELIMINARY ONLY



# OKEMOS DRAIN EXISTING PIPING MAP

MERIDIAN TOWNSHIP, MICHIGAN

Scale 1" = 300'



## LEGEND

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

PRELIMINARY ONLY



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

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

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



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

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

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



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

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



Grettenberger  
Drain collapse  
beneath  
Okemos Road,  
August 2018

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

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

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



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

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

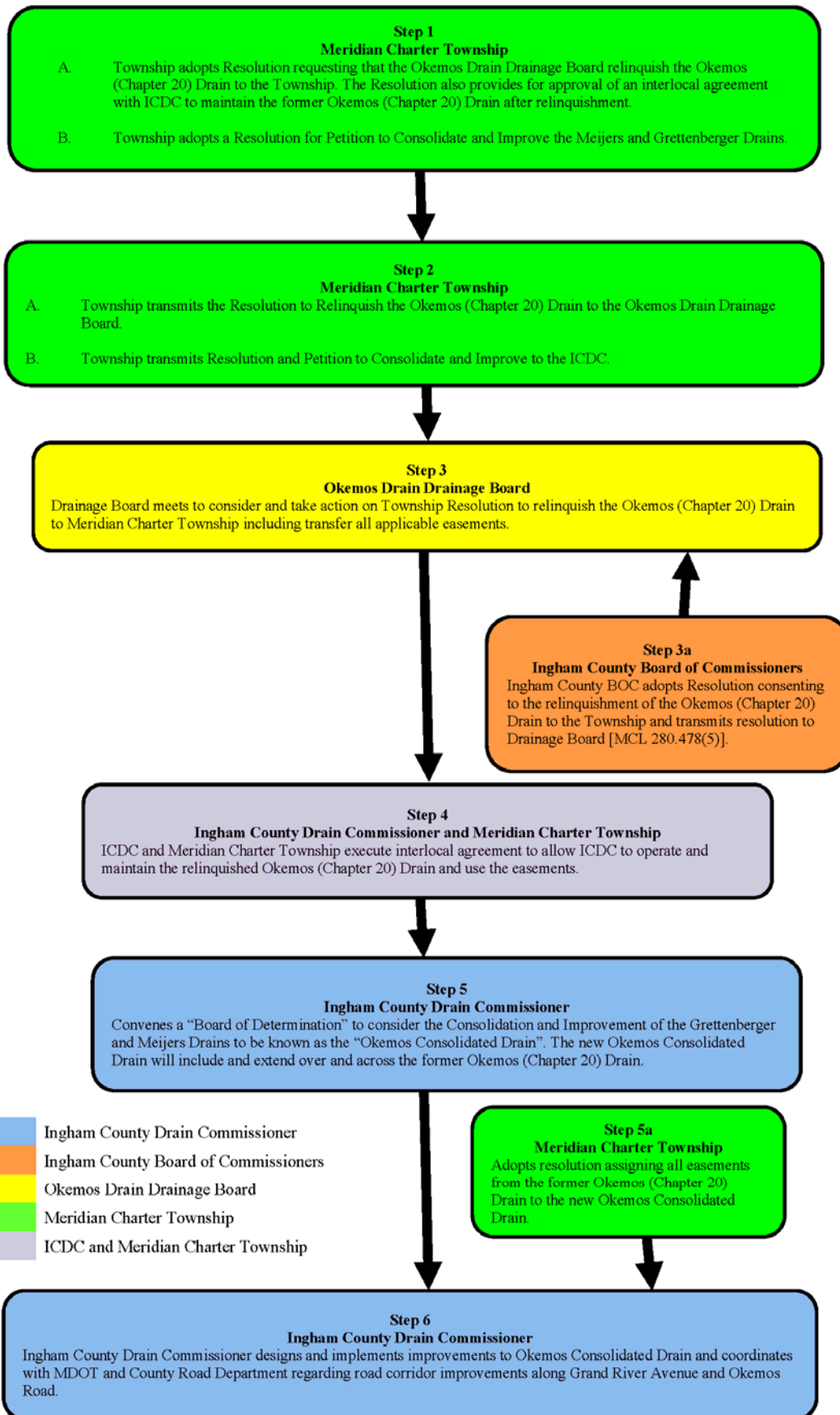
The map of the Preliminary Service Area shown earlier outlines the approximate 140 acre service area for the existing Okemos Drain. The service area is a rough approximation of the watershed/drainage district that generates the runoff. The Preliminary Piping Map shows the extent of the drainage network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



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

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







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

**In the Matter of: Okemos Drain**

\_\_\_\_\_/

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

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

ABSENT: None.

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

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

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

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

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

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



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

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

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

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

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

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

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

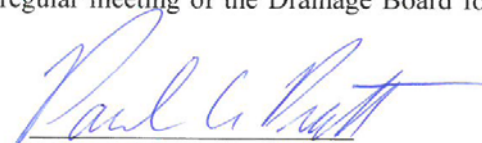
ADOPTED: YEAS: Crenshaw, Grebner, Pratt

NAYS: None.

The foregoing Resolution was declared and adopted on the date.

STATE OF MICHIGAN     )  
                                      ) ss  
COUNTY OF INGHAM    )

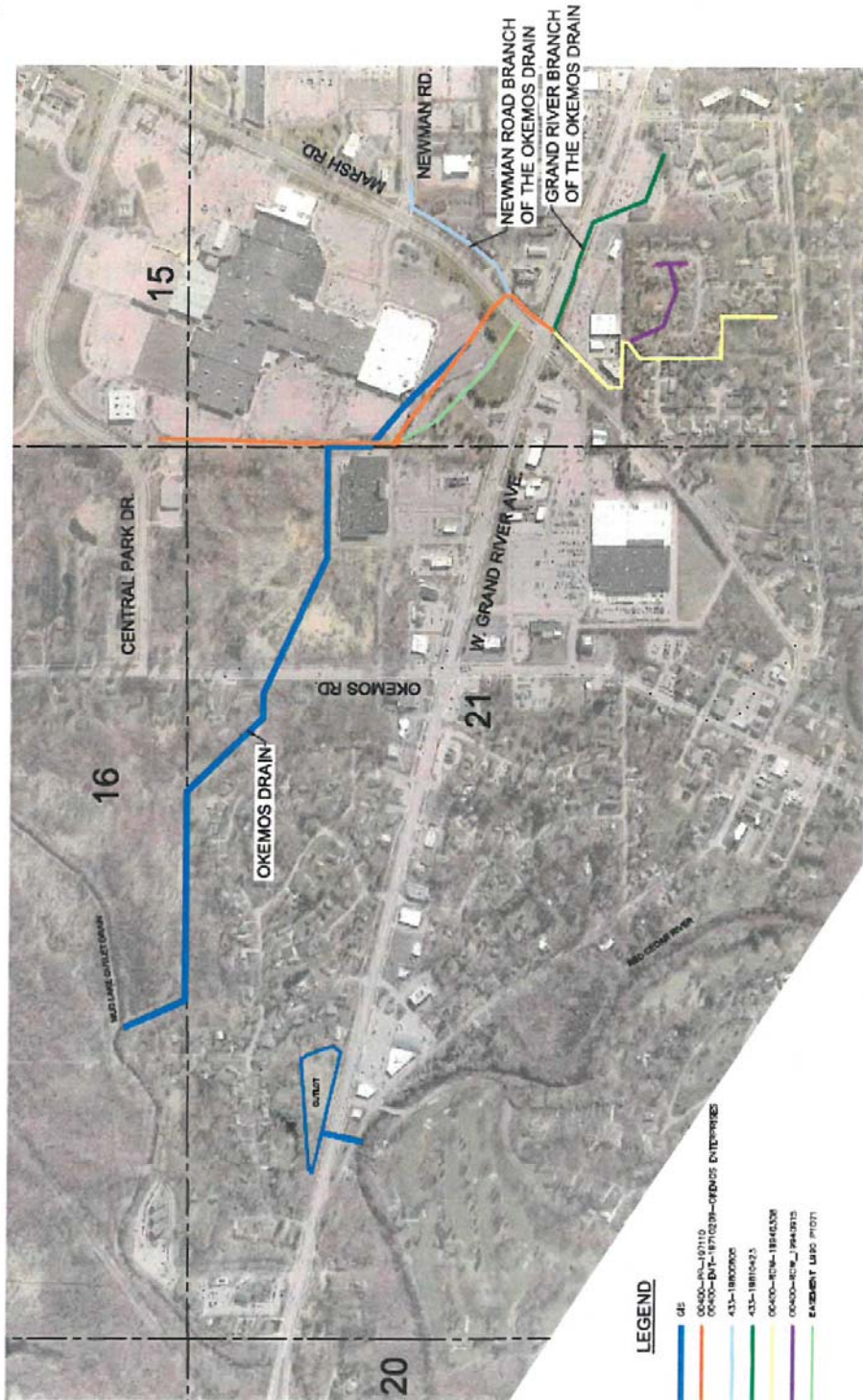
I, the undersigned, Paul C. Pratt, Ingham County Deputy Drain Commissioner and acting Chairperson of the Okemos Drain Drainage Board, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Drainage Board for the Okemos Drain on the 15<sup>th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



Paul C. Pratt  
Ingham County Deputy Drain Commissioner



# OKEMOS DRAIN MERIDIAN TOWNSHIP, MICHIGAN EXHIBIT A





Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

NOW, THEREFORE, IT IS RESOLVED,

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

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

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

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

**COUNTY SERVICES:**

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

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

**FINANCE:**

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

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

RESOLUTION DECLARED ADOPTED.

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



**CERTIFICATION**

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

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







## **Agenda Item 4**

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

**FROM:** Undersheriff Andrew R. Bouck

**DATE:** June 30, 2021

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

---

### **BACKGROUND**

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

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

### **ALTERNATIVES**

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

### **FINANCIAL IMPACT**

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

### **STRATEGIC PLANNING IMPACT**

Not Applicable

### **OTHER CONSIDERATIONS**

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

### **RECOMMENDATION**

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



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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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

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

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

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

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

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



**TO:** Board of Commissioners Law & Courts and Finance Committees  
**FROM:** Bob Boerkoel, Sergeant, Office of Emergency Management  
**DATE:** July 6, 2021  
**SUBJECT:** Resolution to authorize a Sub Agreement with the City of Lansing for the United States Geological Survey Sycamore Creek Streamgage Joint Funding Agreement.

For the meeting agendas of *July 15, 2021; July 21, 2021*

---

### **BACKGROUND**

Ingham County has entered into joint fund agreements with local governments since 2013 regarding United State Geological Survey (USGS) watershed studies and Enhanced Flood Warning Systems as it relates to the Grand River, Red Cedar River, and Sycamore Creek. The goals, in part, have been to update flood maps, assess flood risks to facilitate timely forecasting and response to flooding, and provide benefit county residents with reduced flood insurance requirements where flood maps were no longer accurate.

Through the course of those studies and projects, USGS determined a need to install and operate a streamgage in Sycamore Creek at Holt Road. The City of Lansing contracted with USGS for the initial installation and operation of the Sycamore Creek Streamgage at Holt Road in FY 20 for a total of \$9,542 and an additional five-year operation contract beginning October 1, 2020 through September 30, 2025 for a total cost of \$80,396 to be shared through a Joint Funding Agreement with the City of Lansing, Lansing Board of Water and Light, Delhi Charter Township, and the County of Ingham.

### **ALTERNATIVES**

If the project cannot be funded, the Sycamore Creek streamgage project will be discontinued with Sycamore Creek no longer being actively monitored without manual measurement.

### **FINANCIAL IMPACT**

The total cost of this project for initial installation and operation (FY 20) and the five-year operation contract (FY 21 – FY 25) is \$89,938, to be shared equally by the City of Lansing, Lansing Board of Water and Light, Delhi Charter Township, and the County of Ingham. Total Cost to Ingham County over the course of the project is not to exceed \$22,484.50.

### **STRATEGIC PLANNING IMPACT**

This project fits with the Ingham County Goals of: (A) Service to Residents - provide easy access to quality, cost effective services that promote well-being and quality of life for the residents of Ingham County as it allows active monitoring of Sycamore Creek water levels for timely flood prediction analysis & response; (C) Finance – Maintain and enhance County fiscal health to ensure delivery of services as it shares the costs associated with the project with three other local governments that benefit from this project.

### **OTHER CONSIDERATIONS**

Ingham County has expended funding for previous projects to determine the streamgage needs. This Joint Funding Agreement implements the findings and recommendations of those studies.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to authorize a sub-agreement with the City of Lansing for the USGS Sycamore Creek Streamgage Joint Funding Agreement.



Introduced by the Law & Courts and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A SUB AGREEMENT WITH THE CITY OF LANSING  
FOR THE UNITED STATES GEOLOGICAL SURVEY SYCAMORE CREEK STREAMGAGE  
JOINT FUNDING AGREEMENT**

WHEREAS, Ingham County participated in the United States Geological Survey (USGS) Enhanced Flood Warning System projects in 2013 (#13-412) and 2015 (#15-040); and

WHEREAS, the Ingham County Board of Commissioners authorized County participation (#17-187) in the USGS Red Cedar River Floodplain Remapping project for the years 2018 and 2019 to update the Flood Insurance Studies for the Grand River, Red Cedar River, and Sycamore Creek so as to better reflect the flood potential along the waterways; and

WHEREAS, USGS determined a streamgage to be necessary on the Sycamore Creek, located at Holt Road near Holt, Michigan; and

WHEREAS, the installation and operation of the streamgage will enable more accurate flood event forecasting thereby enabling local officials, residents, and those managing critical infrastructure to take the best possible protective actions; and

WHEREAS, the installation and operation of the streamgage may benefit property owners by eliminating unnecessary flood insurance requirements; and

WHEREAS, the installation and operation of the streamgage serves to benefit the City of Lansing, the Lansing Board of Water and Light, Delhi Charter Township, and the County of Ingham; and

WHEREAS, the City of Lansing, the Lansing Board of Water and Light, Delhi Charter Township, and the County of Ingham desire to combine funds to carry out a Joint Funding Agreement with the U.S. Department of Interior, USGS; and

WHEREAS, the City of Lansing entered into a Joint Funding Agreement with the U.S. Department of Interior to cover the cost of necessary field and analytical work relating to the installation and operation of the streamgage; and

WHEREAS, the total expenses for initial installation and operation of the Sycamore Creek Streamgage in FY 2020 was \$9,542; and

WHEREAS, the five-year operation contract between the City of Lansing and USGS for the operation of the Sycamore Creek Streamgage for the time period beginning October 1, 2020 through September 30, 2025 is \$80,396; and

WHEREAS, the total financial contribution from Ingham County is not to exceed \$22,484.50 for FY 2020 – FY 2025.



THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes County participation in the Joint Funding Agreement with the City of Lansing for the USGS Sycamore Creek Streamgage, not to exceed \$22,484.50 for the time period beginning October 1, 2020 through September 30, 2025.

BE IT FURTHER RESOLVED, that \$6,311 will be transferred from the 2021 Contingency Account to line item 101-42604-967000 (Homeland Security/Emergency Operations Special Projects) to cover the FY2020 and FY2021 costs, and funds will be included in future years' budgets for FY2022 through FY 2025 totaling \$16,174.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Controller/Administrator to make necessary budget adjustments to reflect this participation with the City of Lansing, Lansing Board of Water and Light, and Delhi Charter Township for the USGS Sycamore Creek Streamgage.

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



## Agenda Item 6

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

**FROM:** Mike Cheltenham, Chief Assistant Prosecuting Attorney

**DATE:** July 1, 2021

**SUBJECT:** Resolution to Enter into a Memorandum of Understanding between the Tri-County Metro Narcotic Squad and the Ingham County Prosecutor's Office under the 2021 Byrne Jag Grant Program  
For meeting agendas on July 15<sup>th</sup> and July 21<sup>st</sup>

---

### **BACKGROUND**

Under the Urban Cooperation Act, MCL 124.501 et seq., the Michigan Department of State Police (MSP), the City of Lansing, County of Ingham, County of Eaton, and the County of Clinton all participate in the Tri-County Metro Narcotics Squad (TCM). This task force combines law enforcement personnel and resources to investigate violations of the controlled substance laws of Michigan. TCM has been awarded funds under the 2021FY Byrne JAG Grant Program "Building Investigative Capacity to Combat Dangerous Drugs in Our Communities." The primary goal of this grant is to focus on heroin, fentanyl, and prescription opiates. This includes prescription provider diversion investigations. The aim is to reduce overdoses, deaths, and criminal activity related to the sale of heroin and opiates. TCM has offered \$28,160 in grant funds to the Ingham County Prosecutor's Office (ICPO) to participate in this grant program in exchange for increased assistance to TCM in the investigation and prosecution of these cases in Ingham County.

### **ALTERNATIVES**

None.

### **FINANCIAL IMPACT**

The proposed agreement would have no financial impact. Currently, ICPO works with TCM and the other participating entities without any financial remuneration. Under the proposed agreement, ICPO would receive a total disbursement of \$28,160 during the current grant cycle. Please note that this is a separate MOU from the 2020 "Building Investigative Capacity to Combat Heroin and Opioids."

### **OTHER CONSIDERATIONS**

ICPO intends to use this funding to purchase software and technology upgrades to our discovery and evidence storage process. Specifically, ICPO would purchase scanners to improve warrant request intake, obtain software to enable the conversion of proprietary video received from non-law enforcement entities, and to purchase upgraded access to cloud-based storage programs, such as Evidence.com, currently used by local law enforcement agencies.

### **RECOMMENDATION**

Based on the information provided, I respectfully request approval of the attached resolution.



Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A MEMORANDUM OF UNDERSTANDING BETWEEN THE  
TRI-COUNTY METRO NARCOTICS SQUAD AND THE INGHAM COUNTY  
PROSECUTOR'S OFFICE UNDER THE 2021 BYRNE JAG GRANT**

WHEREAS, the Tri-County Metro Narcotics Squad (TCM) has been approved under the 2021 Byrne JAG Grant Program "*Building Investigative Capacity to Combat Dangerous Drugs in Our Communities*" to disburse \$28,160 in funds to the Ingham County Prosecutor's Office (ICPO) for the fiscal year of October 1, 2020 through September 30, 2021; and

WHEREAS, the primary goal of the grant program is to focus on heroin, fentanyl, and prescription opiates including prescription provider diversion investigations to reduce overdoses, deaths, and other criminal activities related to the sale and distribution of heroin and opioids in Ingham County and the surrounding area; and

WHEREAS, ICPO currently assists TCM with the investigation and prosecution of controlled substance cases without financial remuneration and ICPO has agreed to assign a dedicated assistant prosecuting attorney to the investigation, warrant review, and prosecution of cases under the grant program; and

WHEREAS, the grant funding would assist ICPO in obtaining software upgrades and hardware to efficiently meet its constitutional and statutory obligations to provide timely discovery in criminal matters; and

WHEREAS, the funds will be disbursed to ICPO prior to September 30, 2021.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize acceptance of the proposed agreement for the Tri-County Metro Narcotics Squad to disburse \$28,160 to the Ingham County Prosecutor's Office under the 2021 Byrne JAG Grant Program "*Building Investigative Capacity to Combat Dangerous Drugs in Our Communities*."

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary adjustments to the 2021 budget consistent with this resolution.

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.



## Agenda Item 7

**TO:** Board of Commissioners Law & Courts and Finance Committees  
**FROM:** Barbara Davidson, 9-1-1 Director  
**DATE:** July 6 2021  
**SUBJECT:** Renewal of agreement and services with National Testing Network (NTN)  
*For meeting agendas of Law & Courts July 15, 2021 and Finance July 21, 2021*

---

### **BACKGROUND**

This request is for the renewal of an agreement with National Testing Network (NTN) for the purposes of testing applicants for 9-1-1 Dispatcher.

### **ALTERNATIVES**

We have researched alternatives but are satisfied with the level of responsiveness from NTN, content of their testing materials, quick turnaround time for scoring, and competitive pricing.

### **FINANCIAL IMPACT**

The costs include an ECOMM National Annual Membership fee of \$1,000 a cost of \$41.00 per applicant tested. We are estimating a need to test 200 applicants during the remainder of the year which brings our cost and requested authorization in the resolution to \$9,200.

### **OTHER CONSIDERATIONS**

None.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to renew our agreement with National Testing Network (NTN).



Introduced by the Law & Courts and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE RENEWAL OF SERVICES WITH  
NATIONAL TESTING NETWORK (NTN) FOR REMAINDER OF 2021**

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, Ingham County Central Dispatch is requesting a renewal of an agreement for applicant testing services with National Testing Network (NTN); and

WHEREAS, Ingham County Central Dispatch needs to continue testing dispatcher applicants virtually to allow for social distancing and to allow more distant, qualified applicants to complete initial screening testing without the need to travel here to test; and

WHEREAS, the costs for their testing services is an annual fee of \$1,000 and \$41.00 per applicant tested and our estimate is that we will need to test as many as 200 more applicants in 2021; and

WHEREAS, the 9-1-1 Director is recommending that the Ingham County Board of Commissioners fund this request from the 9-1-1 Emergency Telephone Dispatch Services 9-1-1 fund.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an expenditure not to exceed \$9,200 from the 9-1-1 Emergency Telephone Dispatch Services 9-1-1 fund for testing of dispatch applicants.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budgetary transfers that are consistent with this resolution.

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



## Agenda Item 8

**TO:** Law & Courts and Finance Committees

**FROM:** Teri Morton, Deputy Controller

**DATE:** June 30, 2021

**SUBJECT:** Resolution to Adopt the 2022 Juvenile Justice Community Agency Process Calendar

For the meeting agendas of Law & Courts July 15 and Finance July 21

---

### **BACKGROUND**

This resolution would authorize the adoption of the attached 2022 Juvenile Justice Community Agency Process calendar to establish time lines and a budgeted amount for the process. The Board of Commissioners has reserved a portion of the Juvenile Justice Millage annually to enable this grant process. This process partners with local agencies to provide some preventive services to eligible at-risk county youth outside the formal judicial process to help reduce the Court's formal dockets.

### **ALTERNATIVES**

This is a discretionary program and is not required.

### **FINANCIAL IMPACT**

In 2021, the Board of Commissioners allocated \$125,000 in funding for this program from the Juvenile Justice Millage proceeds. The 2020 year end audited fund balance is \$2,762,393 for the Juvenile Justice Millage Fund.

### **OTHER CONSIDERATIONS**

Grant awards for 2021 were in the amount of \$149,571:

- Child and Family Charities – Nexus Program \$ 40,024
- Child and Family Charities – Teen Court \$ 26,547
- Resolution Services Center of Central Michigan – Restorative Justice \$ 38,000
- Resolution Services Center of Central Michigan – Youth Diversion \$ 20,000
- Small Talk Children's Assessment Center \$ 25,000

The history of initial allocation vs. final appropriation over the last three years is as follows:

	2019	2020	2021
Allocation Set in Calendar Resolution	\$125,000	\$125,000	\$125,000
Total Requested	\$122,214	\$143,021	\$149,571
Total Allocated in Funding Resolution	\$122,214	\$143,021	\$149,571

### **RECOMMENDATION**

I recommend approval of the attached resolution after the Board of Commissioners establishes an amount for the 2022 Juvenile Justice Millage Community Agency Process along with the attached calendar.



Introduced by the Law & Courts and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO ADOPT THE 2022 JUVENILE JUSTICE  
COMMUNITY AGENCY PROCESS CALENDAR**

WHEREAS, a Juvenile Justice Millage was approved by the voters of Ingham County in November of 2002 and subsequently renewed, for the purpose of funding an increase to Ingham County's capacity to detain and house juveniles who are delinquent or disturbed, and to operate new and existing programs for the treatment of such juveniles; and

WHEREAS, the Ingham County Board of Commissioners wishes to adopt a resolution to establish the 2022 Juvenile Justice Community Agency Process and to reserve Juvenile Justice Millage funds in the amount of \$\_\_\_\_\_ for this purpose.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby adopts the attached 2022 Juvenile Justice Community Agency Process Calendar to establish time lines for the process.



## 2022 JUVENILE JUSTICE COMMUNITY AGENCY PROCESS CALENDAR

July 27, 2021	The Board of Commissioners adopts the 2022 Juvenile Justice Community Agency Process Calendar Resolution.
July 28, 2021	A press release is prepared announcing the availability of Juvenile Justice Community Agency funds and invites community organizations to submit an application. The application deadline is August 18, 2021 at 5:00pm.
August 20, 2021	The Controller's Office prepares a summary of the Juvenile Justice Community Agency applicants and forwards the summary to the County Attorney's Office to ensure that the agency's proposed purposes are legal under Michigan Law and comply with the intent of the Juvenile Justice Millage.
September 28, 2021	A Juvenile Justice Community Agency notebook is prepared by the Controller/Administrator's Office. The notebook includes all agencies who submitted applications for review by the Law & Courts Committee. (Notebook is distributed at the September 28, 2021 Board of Commissioners' Meeting)
September 30, 2021	The Law & Courts Committee reviews the Juvenile Justice Community Agency applications and makes recommendations for funding. Juvenile Justice Community Agency applicants are invited to attend the Law & Courts Committee meeting. The Law & Courts Committee makes their recommendations by resolution to the Finance Committee.
October 6, 2021	The Finance Committee approves the resolution for Juvenile Justice Community Agency funding to the Board of Commissioners.
October 12, 2021	The Board of Commissioners authorizes a resolution for the 2022 Juvenile Justice Community Agency grant awards.
October 15, 2021	The Juvenile Justice Community Agency applications are sent to the County Attorney's Office for contract preparation.
October 15, 2021	Juvenile Justice Community Agencies are notified of the County grant award and that a County contract will be forthcoming in December.
December 2021	Contracts are received from the County Attorney's Office and mailed to the Juvenile Justice Community Agencies for appropriate signatures. When the contracts are mailed, a request is made to agencies to mail their Certificate of Insurances and a Revised Scope of Services if the grant award is different than the original requested amount.
January 2022	Fifty percent of the grant award is sent to the Juvenile Justice Community Agency upon receipt of the agency's signed contract and the appropriate documentation as listed above.
July 8, 2022	The Juvenile Justice Community Agencies send in their first six-month report to the Controller's Office and upon review by staff, a check for the remaining portion of the grant is sent to the agency.



## Agenda Item 9

**TO:** Board of Commissioners Human Services and Finance Committees

**FROM:** Jared Cypher, Deputy Controller

**DATE:** June 24, 2021

**SUBJECT:** Extension of Substance Abuse Coordinating Agency Agreement with Mid-State Health Network  
For the meeting agenda of 7/20/21 Human Services Committee and 7/22/21 Finance Committee

---

### **BACKGROUND**

Section 6226(1) of Public Act 368 of 1978, as amended, provides for designation of a Coordinating Agency to administer substance use disorder services subject to the approval of the affected county board or boards of commissioners.

Resolution #14-386 designated the Mid-State Health Network as the substance abuse coordinating agency for Ingham County and authorized a 3-year agreement for the distribution of liquor tax funds in an amount not to exceed one-half of liquor tax revenues received by Ingham County. Resolution #18-343 extended that agreement for a period of three years. That agreement has expired.

### **ALTERNATIVES**

Each year the County's general appropriations resolution states that in accordance with PA 2 of 1986, 50% of the Convention Facility Tax revenue not used to reduce the County's operating tax rate shall be transmitted to the Mid-State Health Network, with the remaining revenues to be deposited in the County's General Fund. Otherwise, the County's operating millage would need to be reduced as defined by PA 2 of 1986.

### **FINANCIAL IMPACT**

The total liquor tax distribution is anticipated (budgeted) to be \$1,362,520 in 2021, of which 50% or \$681,260 is allocated to Mid-State Health Network.

### **STRATEGIC PLANNING IMPACT**

This resolution supports the overarching long term objective of assuring accessible health care.

### **OTHER CONSIDERATIONS**

None.

### **RECOMMENDATION**

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



Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN EXTENSION OF THE SUBSTANCE ABUSE  
COORDINATING AGENCY AGREEMENT WITH MID-STATE HEALTH NETWORK**

WHEREAS, Section 6226(1) of Public Act 368 of 1978, as amended, provides for designation of a Coordinating Agency to administer substance use disorder services subject to the approval of the affected county board or boards of commissioners; and

WHEREAS, the Mid-State Health Network is a re-paid inpatient Health Plan/Regional Entity and new Medicaid Managed Care Organization for Michigan's behavioral health and substance use disorder services for twenty-one counties including Ingham County; and

WHEREAS, Resolution #14-386 designated the Mid-State Health Network as the substance abuse coordinating agency for Ingham County and authorized a 3-year agreement for the distribution of liquor tax funds in an amount not to exceed one-half of liquor tax revenues received by Ingham County; and

WHEREAS, Resolution #18-343 extended that agreement for a period of three years; and

WHEREAS, that agreement has expired.

THEREFORE BE IT RESOLVED, that the substance abuse coordinating agency agreement with Mid-State Health Network is extended through December 31, 2023.

BE IT FURTHER RESOLVED, that all other terms and conditions of the agreement remain unchanged.

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.



Introduced by the Finance Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION RESCINDING RESOLUTION #20-452 REMOVING RESTRICTIONS ON  
NON-ESSENTIAL DISCRETIONARY EXPENDITURES AND THE ELIMINATION OF  
NON-ESSENTIAL OUT-OF-STATE TRAVEL**

WHEREAS, due to the uncertainty surrounding the outbreak of COVID-19 in Michigan in March of 2020, the Board of Commissioners adopted Resolution #20-226 which authorized a moratorium on county hiring, creation of new positions, filling of vacant positions and out-of-state travel; and

WHEREAS, Resolution #20-226 also restricted all non-essential discretionary expenditures and all non-essential out-of-state travel until further notice; and

WHEREAS, Resolution #20-286 extended the moratorium through the end of 2020, Resolution #20-327 amended the resolution to limit exceptions to the hiring freeze and Resolution #20-452 removed the moratorium on county hiring and the filling of vacant positions effective October 30, 2020; and

WHEREAS, Ingham County's fiscal situation has improved since the adoption of Resolutions #20-226, #20-286, #20-327 and #20-452 and it is feasible to remove the restrictions on non-essential discretionary expenditures and the elimination of non-essential out-of-state travel.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby rescinds Resolution #20-452, and all prior resolutions and hereby removes restrictions on non-essential discretionary expenditures and the elimination of non-essential out-of-state travel.

BE IT FURTHER RESOLVED, that this resolution will take effect immediately upon its approval by the Board of Commissioners.



## Agenda Item 11a

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

---

### **BACKGROUND**

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

### **ALTERNATIVES**

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

### **FINANCIAL IMPACT**

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

### **STRATEGIC PLANNING IMPACT**

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

### **OTHER CONSIDERATIONS**

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

### **RECOMMENDATION**

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



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



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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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

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

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

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

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



## **Agenda Item 11b**

**TO:** Board of Commissioners Human Services and Finance Committees  
**FROM:** Lindsey McKeever, Fairgrounds Events Director  
**DATE:** June 9, 2021  
**SUBJECT:** Resolution authorizing an amendment to Resolution #19-024 with Dietz Janitorial Services

### **BACKGROUND**

The Ingham County Fairgrounds hosts dozens of horse shows per year. Each weekend hundreds of horses and people utilize the facility for horse shows. After each event on the weekend, the bathrooms are in need of extensive cleaning due to the significant number of people visiting each bathroom through the course of the weekend.

### **ALTERNATIVES**

The Fairgrounds staff does not have time to maintain the cleanliness of the bathrooms after the horse shows. The alternative is to provide an unsatisfactory experience for guests using dirty bathrooms during the horse shows.

### **FINANCIAL IMPACT**

The fee will be \$26.50 per hour and it is expected to be approximately 8 hours per week and will be charged to the Contractual Services 56176013 818000.

### **STRATEGIC PLANNING IMPACT**

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

### **OTHER CONSIDERATIONS**

There are no other considerations at this time.

### **RECOMMENDATION**

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



Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO RESOLUTION #19-024  
WITH DIETZ JANITORIAL SERVICES**

WHEREAS, the Ingham County fairgrounds hosts multiple events annually in support of the Ingham County Board of Commissioners strategic goals to provide recreational activities offered to the community; and

WHEREAS, there are horse shows scheduled for 21 weekends of the year; and

WHEREAS, the bathrooms need extensive cleaning after each horse show; and

WHEREAS, Dietz Janitorial is already under contract with the Ingham County Fairgrounds to provide as needed cleaning services to the Community Hall; and

WHEREAS, Dietz Janitorial will service the bathrooms throughout the grounds after each horse show in the amount of \$26.50 per hour.

THEREFORE BE IT RESOLVED, that the Dietz Janitorial Contract will be amended to reflect the addition of the bathrooms throughout the grounds.

BE IT FURTHER RESOLVED, that all other terms and conditions of this contract remain unchanged.

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



## Agenda Item 12a

**TO:** Board of Commissioners Human Services & Finance Committees  
**FROM:** Tim Morgan, Parks Director  
**DATE:** July 6, 2021  
**SUBJECT:** Accepting the Capital Region Community Foundation Grant  
For the meeting agenda of 7/19/21 Human Services and 7/21/21 Finance

---

### **BACKGROUND**

Board of Commissioners Resolution #21-099 authorized the submission of a grant to the Capital Region Community Foundation for a mountain bike skills park at Burchfield Park. The goal of a mountain bike skills course is to introduce young and beginner riders to off-road bike handling skills – providing kids with an alternative form of recreation that challenges, inspires confidence, fosters independence, and offers a whole lot of fun.

### **ALTERNATIVES**

The only alternative is to not accept the grant.

### **FINANCIAL IMPACT**

The Capital Region Community Foundation Grant will be awarded to the Ingham County Parks Department in the amount of \$67,000.

### **STRATEGIC PLANNING IMPACT**

This resolution supports the overarching long-term objective of striving to make facilities and services user friendly, specifically Section A. 1(g) of the Action Plan - Work to improve accessibility for visitors of all ages and abilities.

### **OTHER CONSIDERATIONS**

The Parks & Recreation Commission supports the acceptance of the Community Foundation Grant.

### **RECOMMENDATION**

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





COMMUNITY  
FOUNDATION

June 21, 2021

Anne L. Grofvert  
Ingham County Parks Dept.  
630 1/2 N. Cedar  
Mason, MI 48854

Dear Anne:

On behalf of the Community Foundation, congratulations on receiving a 2021 Impact grant!

Grantee:	Ingham County Parks Department
Grant Amount:	\$67,000
Purpose:	Burchfield Park - Dirt School
Grant Period:	6/30/2021 – 6/30/2022
Grant#:	106208

Please read the enclosed Grant Agreement carefully, as it outlines the terms and conditions of this grant. No grant payment can be made until the signed contract is returned.

- Impact Grants require a 1:1 cash match. Matching dollars for this grant must be secured before payment will be made.
- Grant funds must be requested and distributed within one year of approval or the grant will no longer be available.
- A final report will be due no later than one year from payment date.

If you have questions, please call or email me at any time. I look forward to our continued relationship as your community foundation partner.

Sincerely,

Cindy E. Hales, Ed.D.  
Director of Community Investment  
chaless@ourcommunity.org  
989-560-4786

Attachments:

Grant Agreement – sign and return by email or mail. Please keep a copy for your records.  
Request for Payment Form – to be returned when you have secured the 1:1 match and are ready for the funds.





# Grant Agreement

GRANT #106208

page 1 of 4

The grant to your organization ("Grantee") from the Capital Region Community Foundation ("Foundation") is subject to the terms and conditions of this Grant Agreement ("Agreement").

**To accept this Impact Grant and to be eligible to receive the funds, please sign and date this Agreement and return it to the Community Foundation.**

Payment will be initiated upon receipt of Request for Payment form and confirmation of matched funds. Please refer to the grant number and grant project title (listed below) in all future communications regarding this grant.

Grantee: **Ingham County Parks Dept.**  
Grant Amount: **\$67,000**  
Purpose: **Burchfield Park Dirt School**  
Grant Period: **6/30/2021 - 6/30/2022**  
Grant#: **106208**

## I. General Grant Conditions

1. The undersigned Grantee hereby agrees to the following general grant conditions:
2. To use the funds only for the designated charitable purpose as stated on the cover letter and in accordance with the budget submitted. To adhere to all special contingencies as stated in the cover letter. Grant proceeds may not be used for any other purpose without the Foundation's prior written approval. The program submitted through the grant application process is subject to modification only with the Foundation's prior written approval. Requests for any modifications received after the end of the approved Grant Period (set forth above) will not be considered.
3. To notify the Foundation immediately of any change in (a) Grantee's legal or tax status, (b) Grantee's executive staff or any key staff responsible for the grant including the staff of the Sponsored Organization (if applicable), and (c) Grantee's ability to expend the grant for its designated charitable purpose.
4. To maintain books and records adequate to demonstrate that the grant proceeds were used for the purpose for which the grant is made, and to maintain records of expenditures.
5. To give the Foundation reasonable access to the Grantee's (and if applicable and necessary, the Sponsored Organization's) records for the purpose of making such financial audits, verifications, and investigations as it deems necessary concerning the grant, and to maintain such records for a period of at least four years after completion or termination of the program.
6. To allow the Foundation to review and approve the content of any proposed publicity concerning this grant prior to its release and to recognize the Foundation in all publicity materials. The Grantee will also furnish a copy of all reports, materials, books and articles resulting from this grant to the Foundation. The Foundation reserves a royalty free license to use such publications.



# Grant Agreement

GRANT# 106208

page 2 of 4

7. To allow the Foundation to include information about this grant in the Foundation's periodic public reports, **newsletter**, news releases, social media **postings**, and on the Foundation's website. This includes the amount and purpose of the grant, any photographs you have furnished, your logo or trademark, and other information and materials about your organization and its **activities**.
8. To acknowledge that unless otherwise stipulated in writing, the Foundation has no obligation to provide **additional** support or grant proceeds to the Grantee.

## II. Expenditure and Use of Grant Proceeds

1. The Foundation does not make any grant disbursements until the grant proceeds are needed to fund the program. Grantees must complete the enclosed "Request for Payment" form to receive a full or partial disbursement within the Grant Period. The Foundation will not distribute **grant** proceeds outside of the Grant Period. Grantees do not need to wait until the program is completed to request a disbursement of the **funds**.
2. Grantees should allow 2-4 weeks for the Foundation to process the Request for Payment and disburse grant proceeds. Please make sure that you (and if applicable, the Sponsored Organization) allow sufficient lead time to meet your program needs.
3. Funds disbursed by the Foundation may not be used for any political **campaign**.
4. Expenses attributable to the grant must be incurred during Grant Period and may not be **incurred** prior to the effective date of the grant nor subsequent to the termination **date**.
5. The Foundation reserves the right to discontinue, modify or withhold any payments under this grant award or to **require** a total or partial refund of any grant proceeds if, in the Foundation's sole **discretion**, such action is necessary: (a) because the terms and conditions of this Agreement have not been fully **met**; (b) to protect the purpose and objectives of the grant or any other charitable **activities** of the Foundation; (c) because your tax exempt status or your **status** as a qualified organization has lapsed or been revoked or suspended; (d) or to comply **with the** requirements of any law or regulation applicable to you, the Sponsored Organization (if applicable), the Foundation, or this grant.
6. In addition to foregoing, Grantee must return to the Foundation any unexpended funds or any **portion** of the grant that is not used for the designated **charitable** purpose, and any grant proceeds remaining after the Grant Period expires.
7. Equipment or property purchased with grant proceeds will remain the property of the Grantee as long as the equipment or property is being utilized for its designated charitable purpose. If **the** equipment or property is no longer being utilized for its designated charitable purpose **and/or** the Grantee goes out of business, ownership of the property shall automatically **revert to the** Foundation unless the Foundation elects otherwise. The Grantee must **contact the** Foundation to advise them that the equipment or property is no longer being utilized for the designated **charitable** purpose and to allow the Foundation to pick up the equipment or property if it wishes.



# Grant Agreement

GRANT #106208

page 3 of 4

## III. Evaluation Process

1. The Foundation requires all Grantees who receive Impact grants to submit a Grant Evaluation Report summarizing the project promptly upon completion of the program/project, and no later than the end of the grant period, whichever is sooner. A grant report from ~~will~~ be provided to the grantee at least one month prior to the due date. The Foundation may also request interim grant evaluation report(s) in its sole discretion for any reason. All reports should be provided in writing and describe program progress and include a detailed accounting of the use of grant proceeds.
2. As part of the evaluation process, the Foundation sometimes conducts in-person site visits where Foundation staff visit the Grantee (and if applicable, the Sponsored Organization) to evaluate the use of grant proceeds and to learn more about programs funded through the Foundation. Grantee (and if applicable, the Sponsored Organization) agree to reasonably cooperate with the Foundation in scheduling and accommodating a site visit request.
3. The information obtained through the evaluation process assists the Foundation in determining whether the grant was utilized for its intended purpose, learning about the needs in the community, and for the Foundation to satisfy its own public accountability and reporting responsibilities. Accordingly, the Foundation reserves the right to request that the Grantee supplement information submitted through the evaluation process and/or revise and resubmit any report(s) that do not satisfy the Foundation's grant reporting requirements and policies.
4. Grantees that do not timely submit reports that are satisfactory to the Foundation, including the Grant Evaluation Report, or otherwise cooperate in the evaluation process are not eligible to apply to the Foundation for future grants until the reporting deficiency is fully cured to the Foundation's satisfaction. It is the Grantee's responsibility to ensure that all required evaluation reports are submitted in a timely fashion. The Foundation is not responsible for reminding Grantees of evaluation deadlines nor providing notice of late evaluations.

## IV. Fiscal Sponsorship (applicable only in a fiscal sponsorship arrangement)

1. If you have agreed to serve as a fiscal sponsor for another organization (the Sponsored Organization set forth on page 1), you accept full legal responsibility for the grant. Functionally, it is as though your organization is operating the funded program with the grant proceeds instead of the Sponsored Organization. All communication regarding this grant will be directed to you as the Grantee. As the fiscal sponsor, you must ensure that the grant proceeds are utilized in accordance with the designated charitable purpose and that the program is otherwise compliant with all legal and tax requirements as well as all Foundation policies and practices.
2. The Internal Revenue Service sets forth the following legal requirements for a fiscal sponsorship:
  - a. Grants must be given to the Grantee, which is a 501(c)(3) tax exempt organization or other qualified organization that acts as a guardian of the funds for a project or organization that does not have 501(c)(3) or other qualified tax status.
  - b. The funds received by the Sponsored Organization must be used for specific charitable projects that further the Grantee's own tax exempt purpose.
  - c. The Grantee must retain discretion and control as to the use of the grant proceeds.
  - d. The Grantee must retain records that establish that the grant proceeds were used for specifically approved charitable purposes.
  - e. The project should be either short term in nature or the Sponsored Organization should be actively seeking its own tax exempt status.





COMMUNITY  
FOUNDATION

## Grant Agreement

GRANT #106208

*page 4 of 4*

### V. Signatures

Please sign and date this Agreement and return it to the Community Foundation by email or mail.

Grantee:	Ingham County Parks Dept.
Grant Amount:	\$67,000
Purpose:	Burchfield Park Dirt School
Grant Period:	6/30/2021 – 6/30/2022
Grant#:	106208



March 16, 2021

To whom this may concern,

I am writing this letter in support of the proposed development of a bicycle playground and **mountain** bike skills course for Burchfield Park. Dirt School will be used to improve the skills of younger riders as well as introduce new children to the joy of mountain bike trails and how being in nature can affect **their** overall well-being.

As a director of Well-Being at Blue Cross Blue Shield of Michigan, I spend my time promoting **the** connection between physical activity like biking in nature with overall improved well-being. Combining the benefits of physical exercise, the mental achievement of learning how to ride a skills course, and **the** benefits of being in **nature**-it will ultimately have a positive outcome of improved resilience and mindfulness of the children who participate. I can support this theory because I just took a vacation day last week and rode my fat tire bike on a trail in the snow in the trees to improve my mindfulness and reset my brain for resilience. I feel every child who is interested should get the **opportunity** to at least **try** this. The Dirt School would provide that **opportunity** for many children and be an inclusive **solution**.

According to the National Institute of Mental Health, 12.5% of kids between the ages of 12-17 are diagnosed with major depression each year. Mountain biking is seen as one activity that could **fight** depression, build confidence, learn socialization, and introduce them to a sport they can use the rest of their lives.

What better way to make an investment in a **child**- to invest in their health and well-being for a **more** thriving life. Physical **activity+ dirt+ bike+ fun obstacles+ nature with trees=** improved well-being and a more thriving child.

Sincerely,

Cindy Bjorkquist, M.S.

Director, Well-Being

Blue Cross Blue Shield of **Michigan**

Mobile – 248-798-9994



March 22, 2021

RE: Burchfield Park Dirt School Grant Application

Dear CRCF Impact Grant Committee,

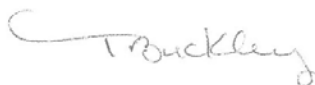
As the Park Manager at Burchfield County Park I am enthusiastically writing this letter to support the grant proposal for a beginner's mountain bike skills park or "Dirt School". We believe the project will encourage a new generation of young riders and give them an opportunity to develop off-road skills while encouraging safe active play.

Ingham County Parks and Mid-Michigan Mountain Biking Association have formed a strong collaborative partnership that has spanned two decades. We share a mutual goal in promoting and improving recreation for a diverse community of users of all ages, abilities, and social and ethnic backgrounds. Dirt school will support this commitment and enhance the visitor experience. It will also act a central location for youth organizations in the greater Lansing area to take part in cycling workshops and riding sessions. For our part, we will incorporate riding activities for youth (ages 5-12) during our summer Nature Day Camp, which emolls hundreds of campers annually from all over the tri-county area.

Working together with MMMBA, the Parks Department will be suppling helmets to riders that need them as part of our bike safely initiative. The park will also be purchasing bikes of various sizes to loan out to youth groups and rent to visitors. This will increase safe use of the track and expand riding opportunities to visitors that wish to enjoy Dirt School. With the mountain bike trails in close proximity, it will also allow youth to try out their new found skills on our nearly 12 miles of trails the park and MMMBA maintain.

**"We are honored to lend our support to our Mid-Michigan Mountain Biking Association partner and are excited about the opportunity of having this facility at Burchfield County Park. Thank you for your consideration of this very special request that would benefit the youth in our community."**

Sincerely,



Tim Buckley  
Park Manager II  
Ingham County Parks Dept.



---

**Ingham County Parks & Recreation Commission**

121 E. Maple St., PO Box 178, Mason, MI 48854  
Phone: (517) 676-2233 Fax: (517) 244-7190  
www.inghamcountyparks.org email: parks@ingham.org





7880 CIRCLE DRIVE  
LAINGSBURG, MI 48848  
capitalyouthcycling@gmail.com  
www.facebook.com/CYCadventurebikeclub

Dear Grant Committee,

I am writing in support of the Dirt School project at the Ingham County Parks. My organization, Capital Youth Cycling, runs a youth cycling program, "Adventure Bike Club" on local, Lansing area, trails. The goal of the program is to promote healthy, outdoor activity that builds confidence and teamwork through non-competitive outdoor adventure. We currently utilize Eastgate Park in Meridian Township which, in addition to multi-use trails, has a pump track and skills area. This amenity has proven to be such an asset to both our program and the community. Our summer program sold out within hours last year and we expect the same to happen this year. We would love to expand our program to another location to try to come closer to meeting the demand for outdoor youth adventure in Lansing.

Over the past few years at Eastgate, we have witnessed a huge increase in usage. Almost any time you go there now, there are people of all ages utilizing the pump track, dirt jumps and skills area- particularly young kids. For kids interested in mountain biking and trail riding, getting started can be challenging, if neither parent is already involved in the sport. These skills areas provide many of the same confidence-building challenges that you would find on a trail, in a place that can be well-supervised by a non-riding adult and that families at all skill levels can be together riding and learning. Like many activities, in trail riding, there are challenging components that on, say a mile or two long ride, you may encounter only once. It could take many rides to master the challenge. A skills area makes it so you can work on the challenge repeatedly so that when you see it on the trail, you already know what to do. That makes trail riding safer and more fun! We spoke with many parents over the summer who had just discovered this community "gem" and I'm sure would love to have more and better options.

A professionally built skills development area, "Dirt School," would be a tremendous asset to the community and would further engage youth and individuals at all walks of life in outdoor activity and bicycling. As we continue to build the youth cycling community, and seek to provide opportunity to a broader audience, the need for more accessible venues becomes apparent. Partnering with Ingham County Parks provides unique opportunity to engage a larger, and potentially more diverse user group, by meeting the need where the need is greatest.

I appreciate your time and consideration of this project.

Best regards,

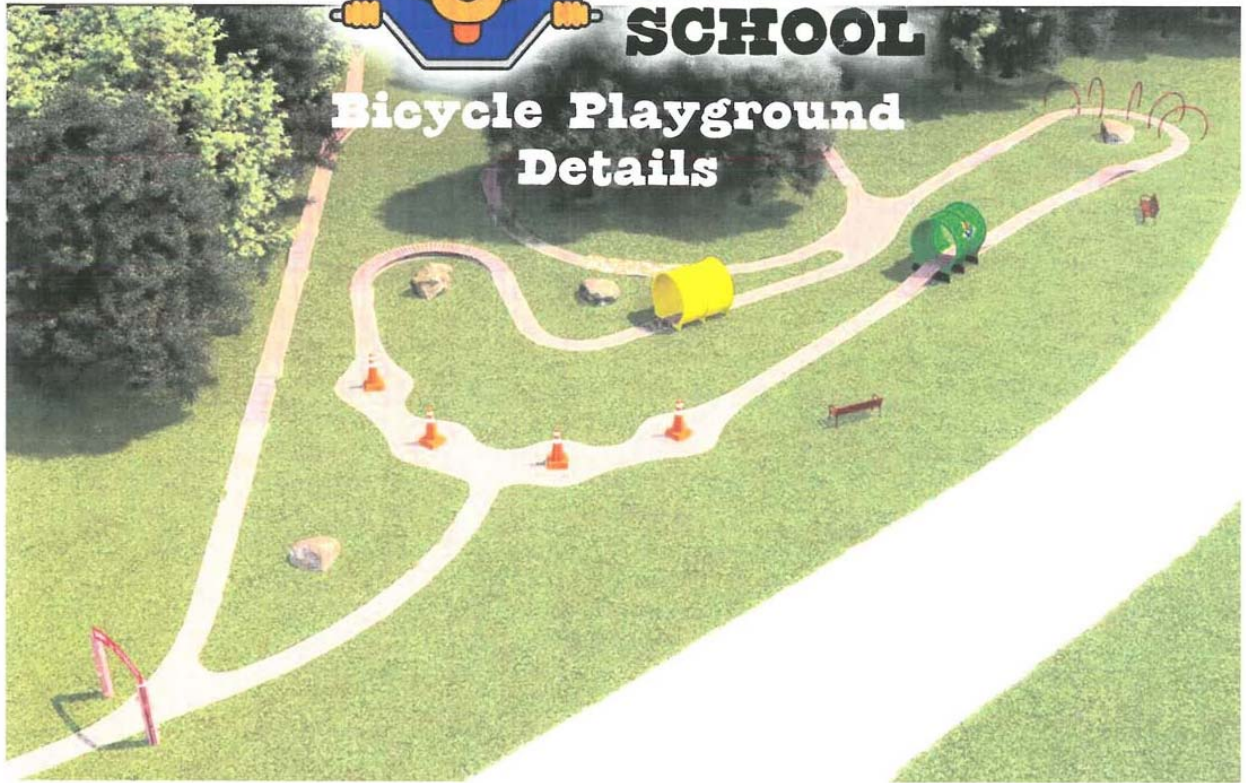
Steven Rodgers  
Secretary, Capital Youth Cycling





# DIRT SCHOOL

## Bicycle Playground Details

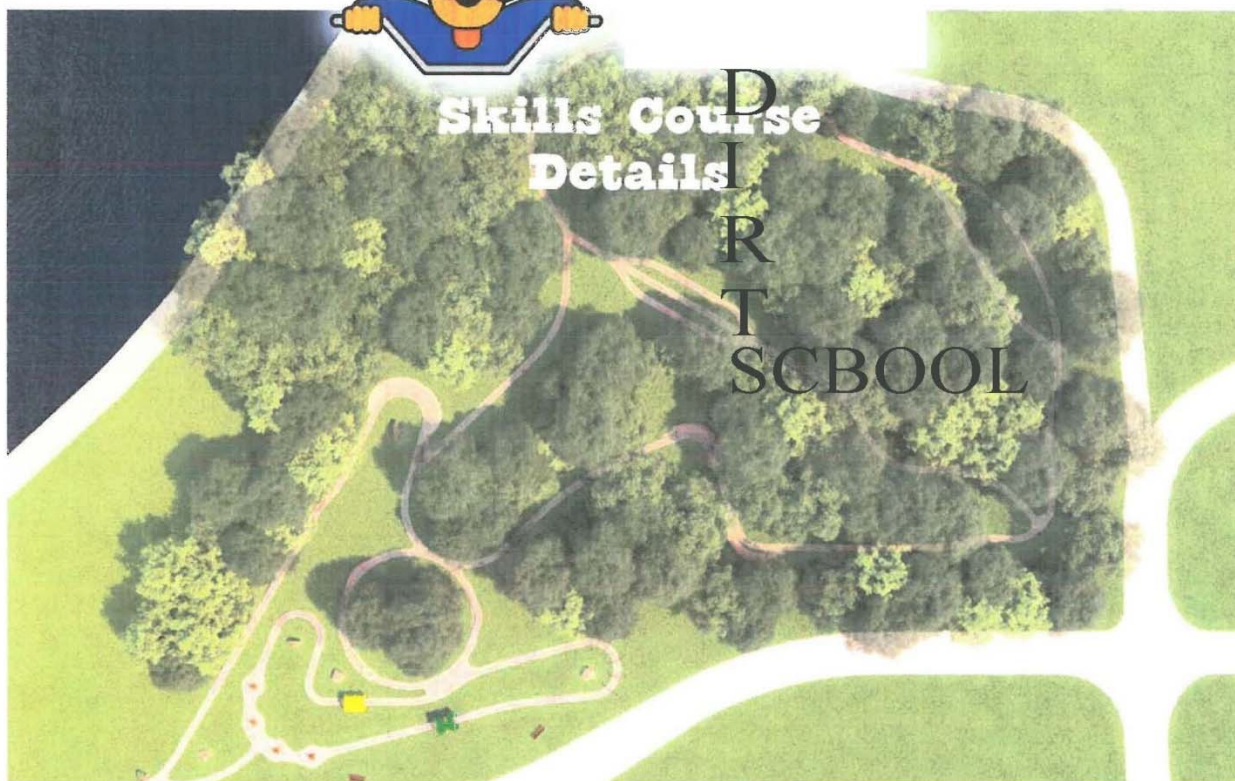






# Skills Course Details

D  
I  
R  
T  
SCBOOL









Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF THE  
CAPITAL REGION COMMUNITY FOUNDATION GRANT**

WHEREAS, the Ingham County Parks was awarded the Capital Region Community Foundation Grant for the Burchfield Mountain Bike Skills Parks.

THEREFORE BE IT RESOLVED, that the Parks Department requests authorization to accept the grant in the amount of \$67,000.

BE IT FURTHER RESOLVED, that the funds be deposited into line item 208-75300-676020.

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.



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

**FROM:** Tim Morgan, Parks Director

**DATE:** July 6, 2021

**SUBJECT:** Bunker Road Landing Grant #TF20-0040

For the meeting agenda of 7/19/21 Human Services and 7/21/21 Finance

---

### **BACKGROUND**

Board of Commissioners Resolution #20-130 authorized the submission of a Michigan Natural Resources Trust Fund Grant for accessibility improvements to Bunker Road Landing. The Michigan Natural Resources Trust Fund recommended this project for funding. This resolution authorizes the acceptance of the project agreement for the Michigan Natural Resources Trust Fund grant as Ingham County Parks successfully received this \$50,000 grant from the MDNR.

Attached is the Project Agreement, a boundary map of the project area, and a legal description. The project will include the following improvements:

- Proposed gravel parking lot to be expanded, including improving the existing drive and a drop-off area for vans/trailers with canoes
- Proposed concrete walks/paving for access
- Replace existing stepped canoe/kayak launch

### **ALTERNATIVES**

This project would be in line with the Parks Department 5-year Master Plan for capital improvements that improve accessibility and enhance the user experience. The only alternative is to not accept the grant.

### **FINANCIAL IMPACT**

The DNR provided notice the grant will be awarded in the amount of \$50,000. The County's financial commitment is \$62,000. The DNR does not allow the topographical survey (\$5,000) and construction administration (\$5,000) to be included in the grant funding's financial commitment, this has to be done separately with local funds. The total cost of the project including the County's financial commitment is \$112,000.

This resolution authorizes transferring \$62,000 from the Parks Department 208 Fund Balance into a line to be determined by budget.

### **STRATEGIC PLANNING IMPACT**

This resolution supports the overarching long-term objective of striving to make facilities and services user friendly, specifically Section A. 1(g) of the Action Plan - Work to improve accessibility for visitors of all ages and abilities.

### **OTHER CONSIDERATIONS**

The Parks & Recreation Commission supports the acceptance of the Bunker Road Landing Grant #TF20-0040.

### **RECOMMENDATION**

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





Michigan Department of Natural Resources - Grants Management

## Michigan Natural Resources Trust Fund Development Project Agreement

*This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.*

This Agreement is between **Ingham County** in the county of Ingham County, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act 9 of 2021, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Bunker Road Landing Renovations Project #: TF20-0040

Grant Amount: \$50,000.00 50% PROJECT TOTAL: \$102,000.00

Match Amount: \$52,000.00 50%

Start Date: Date of Execution by DEPARTMENT End Date: 05/31/2023

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 07/06/2021 or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

### GRANTEE

SIGNED \_\_\_\_\_

By [Print Name]: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

\_\_\_\_\_  
DUNS Number

\_\_\_\_\_  
SIGMA Vendor Number

\_\_\_\_\_  
SIGMA Address ID

### MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED \_\_\_\_\_

By: \_\_\_\_\_

Grants Section Manager

\_\_\_\_\_  
Date of Execution by DEPARTMENT



1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through [www.michigan.gov/dnr-grants](http://www.michigan.gov/dnr-grants), unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

#### GRANTEE CONTACT

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-mail Address

#### DEPARTMENT CONTACT

\_\_\_\_\_  
MNRTF Grant Program Manager

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Grants Management/DNR Finance & Operations

\_\_\_\_\_  
Organization

\_\_\_\_\_  
525 W. Allegan Street, Lansing, MI 48933

\_\_\_\_\_  
Address

\_\_\_\_\_  
P.O. Box 30425, Lansing, MI 48909

\_\_\_\_\_  
Address

\_\_\_\_\_  
517-284-7268

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
DNR-Grants@michigan.gov

\_\_\_\_\_  
E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF20-0040** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **05/07/2021** through **05/31/2023**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
5. The words "project facilities" shall mean the following individual components, as further described in the application.
  - Access Pathway 6' wide or more
  - Canoe/Kayak Launch or Ramp
  - Gravel Parking Lot
  - Landscaping
6. The DEPARTMENT will:
  - a. grant to the GRANTEE a sum of money equal to **Fifty percent (50%)** of **One Hundred and Two Thousand dollars (\$102,000.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Fifty Thousand dollars (\$50,000.00)**.
  - b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:



- i. Payments will be made on a reimbursement basis at **Fifty percent (50%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
- ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiRecGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Fifty-Two Thousand dollars (\$52,000.00)** in local match. This sum represents **Fifty percent (50%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
  - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
  - ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
  - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
  - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
  - vii. Bury all new utilities within the project area.
  - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the



- DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
  - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
  - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
  - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
  - j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
  - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2021** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
  9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
    - a. Submit a progress report every 180 days during the project period.
    - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
    - c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 08/31/2023**. If the GRANTEE fails to submit a complete final request for reimbursement by **08/31/2023**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
  10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
  11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.
  12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.



13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
  - a. Received an exemption from the DEPARTMENT before the execution of this Agreement, and
  - b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated \_\_\_\_\_, and
  - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
  - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
  - a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
  - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
  - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
  - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
  - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
  - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE



in developing the project site.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
  - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
  - or
  - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
  - a. Terminate this Agreement; and/or
  - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or



- c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or
  - d. Require repayment of grant funds already paid to GRANTEE; and/or
  - e. Require specific performance of the Agreement.
29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
31. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
33. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.



SAMPLE RESOLUTION  
(Development)

Upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, the following Resolution was adopted:

"RESOLVED, that the \_\_\_\_\_, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the \_\_\_\_\_ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide \_\_\_\_\_ (\$\_\_\_\_\_) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: \_\_\_\_\_

The following nay votes were recorded: \_\_\_\_\_

STATE OF MICHIGAN )

) ss

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, Clerk of the \_\_\_\_\_, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the \_\_\_\_\_ at a meeting held \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## Boundary Map

Bunker Road Canoe Landing

Ingham County

MNRTF Grant TF20-0040

Project Location - Section 23 & 24 T2N, R3W

Eaton Rapids Township, Eaton County

Signature



6/24/21

Date

400'

NW Corner of Section 24

Parcel 120-024-100-005-95

500'

Grand River

Section Line



Commencing at the Northwest corner of Section 24, thence East 400.00 feet, thence South 500 feet, thence West to the East bank of the Grand River, thence Northerly along the East bank of the Grand River to the North Section line of Section 23; thence East to the point of beginning; Section 23 & 24, T2N,R3W, EATON RAPIDS TWP.

TF20-0040 – Ingham County, MI

Legal Description

## **Bunker Rd Landing Renovations**

*Source: Ingham County GIS*

Q:\Proj2019\126747SG2019 - Ingham Cnty Parks & Trails Const 2019\16\_Grants\2020\_Grants\BunkerRdLanding\SiteControl\Legal-Description.docx



Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF THE PROJECT AGREEMENT  
FOR A MICHIGAN NATURAL RESOURCES TRUST FUND GRANT #TF20-0040**

WHEREAS, the Michigan Department of Natural Resources has approved the grant request in the total amount of \$50,000 for the grant application titled Bunker Road Landing Grant #TF20-0040 to the Michigan Natural Resources Trust Fund for accessibility improvements throughout the park for people of all abilities at Bunker Road Landing; and

WHEREAS, these improvements will include: proposed gravel parking lot to be expanded, including improving the existing drive and drop-off area for vans/trailers with canoes, proposed concrete walks/paving for access, and replacement of the existing stepped canoe/kayak launch; and

WHEREAS, the required matching funds of \$52,000 will come from previously appropriated county funds reserved for this purpose in Resolution #20-130, which is required by the Project's Grant Agreement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners, Ingham County, Michigan, does hereby accept the terms of the Agreement for grant #TF20-0040 for accessibility improvements at Bunker Road Landing as received from the Michigan Department of Natural Resources (Department), and that the Ingham County Board of Commissioners does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide sixty-two thousand (\$62,000) dollars to match the grant authorized by the Department, (of which \$52,000 is required by the Project's Grant Agreement and authorizes an additional \$5,000 for the topographic survey and \$5,000 construction administration totaling \$62,000).
2. To maintain satisfactory financial accounts, documents, and records to make them available to the Department for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this resolution.

BE IT FURTHER RESOLVED, that the Board of Commissioners accepts the grant amount of \$50,000 from the Michigan Department of Natural Resources.



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

BE IT FURTHER RESOLVED, that the 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.



**TO:** Board of Commissioners Human Services & Finance Committees  
**FROM:** Tim Morgan, Parks Director  
**DATE:** July 6, 2021  
**SUBJECT:** Lake Lansing Park South Launch and Lot Development Grant #TF20-0039  
For the meeting agenda of 7/19/21 Human Services and 7/21/21 Finance

---

**BACKGROUND**

Board of Commissioners Resolution #20-131 authorized the submission of a Michigan Natural Resources Trust Fund Grant for accessibility improvements to Lake Lansing Park South. The Michigan Natural Resources Trust Fund recommended this project for funding. This resolution authorizes the acceptance of the project agreement for the Michigan Natural Resources Trust Fund grant as Ingham County Parks successfully received this \$300,000 grant from the MDNR.

Attached is the Project Agreement, a boundary map of the project area, and a legal description. The project will include the following improvements: accessible canoe/kayak launch, asphalt paving of the parking lot with ADA accessible parking spaces, and drainage improvements around the newly paved parking area, including a bio-swale with native plantings.

**ALTERNATIVES**

This project would be in line with the Parks Department 5-year Master Plan for capital improvements that improve accessibility and enhance the user experience. The only alternative is to not accept the grant.

**FINANCIAL IMPACT**

The DNR provided notice the grant will be awarded in the amount of \$300,000. The County's financial commitment is \$335,200. The DNR does not allow the topographical survey (\$5,000) to be included in the grant funding's financial commitment, this has to be done separately with local funds. The total cost of the project including the County's financial commitment is \$635,200.

There is \$11,500 available in 2019 CIP line item 228-75999-97400-9P14.

Resolution #19-119 committed \$59,000 from the Trails and Parks Millage Fund Balance.

Resolution #20-131 committed \$264,700 from the Trails and Park Millage Fund Balance. This resolution authorizes the line transfer to the appropriate line item.

**STRATEGIC PLANNING IMPACT**

This resolution supports the overarching long-term objective of striving to make facilities and services user friendly, specifically Section A. 1(g) of the Action Plan - Work to improve accessibility for visitors of all ages and abilities.

**OTHER CONSIDERATIONS**

The Parks & Recreation Commission supports the acceptance of the Lake Lansing Park South Launch and Lot Development Grant #TF20-0039.

**RECOMMENDATION**

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





Michigan Department of Natural Resources - Grants Management

## Michigan Natural Resources Trust Fund Development Project Agreement

*This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.*

This Agreement is between **Ingham County** in the county of **Ingham County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act 9 of 2021, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Lake Lansing Park South Launch and Lot Development Project #: TF20-0039

Grant Amount: \$300,000.00 48% PROJECT TOTAL: \$630,200.00

Match Amount: \$330,200.00 52%

Start Date:                     Date of Execution by DEPARTMENT                     End Date: 05/31/2023

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 07/06/2021 or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

### GRANTEE

SIGNED \_\_\_\_\_

By [Print Name]: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

\_\_\_\_\_  
DUNS Number

\_\_\_\_\_  
SIGMA Vendor Number

\_\_\_\_\_  
SIGMA Address ID

### MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED \_\_\_\_\_

By: \_\_\_\_\_

Grants Section Manager

\_\_\_\_\_  
Date of Execution by DEPARTMENT



1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through [www.michigan.gov/dnr-grants](http://www.michigan.gov/dnr-grants), unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

#### GRANTEE CONTACT

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-mail Address

#### DEPARTMENT CONTACT

\_\_\_\_\_  
MNRTF Grant Program Manager

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Grants Management/DNR Finance & Operations

\_\_\_\_\_  
Organization

\_\_\_\_\_  
525 W. Allegan Street, Lansing, MI 48933

\_\_\_\_\_  
Address

\_\_\_\_\_  
P.O. Box 30425, Lansing, MI 48909

\_\_\_\_\_  
Address

\_\_\_\_\_  
517-284-7268

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
DNR-Grants@michigan.gov

\_\_\_\_\_  
E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF20-0039** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **05/07/2021** through **05/31/2023**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
5. The words "project facilities" shall mean the following individual components, as further described in the application.
  - Access Pathway 6' wide or more
  - Canoe/Kayak Launch or Ramp
  - Landscaping
  - Paved Parking Lot
6. The DEPARTMENT will:
  - a. grant to the GRANTEE a sum of money equal to **Forty-Eight percent (48%)** of **Six Hundred and Thirty Thousand Two Hundred dollars (\$630,200.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Three Hundred Thousand dollars (\$300,000.00)**.
  - b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:



- i. Payments will be made on a reimbursement basis at **Forty-Eight percent (48%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
- ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiRecGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Three Hundred and Thirty Thousand Two Hundred dollars (\$330,200.00)** in local match. This sum represents **Fifty-Two percent (52%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
  - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
  - ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
  - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
  - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
  - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
  - vii. Bury all new utilities within the project area.
  - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against



- the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
- f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
  - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
  - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
  - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
  - j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
  - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2021** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
  9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
    - a. Submit a progress report every 180 days during the project period.
    - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
    - c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 08/31/2023**. If the GRANTEE fails to submit a complete final request for reimbursement by **08/31/2023**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.
  10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
  11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.
  12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or



disability.

13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
  - a. Received an exemption from the DEPARTMENT before the execution of this Agreement, and
  - b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated \_\_\_\_\_, and
  - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
  - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
  - a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
  - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
  - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
  - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
  - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and



- c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.
- 19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
- 20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
- 21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
  - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
  - or
  - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
- 22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
- 23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
- 24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
- 25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
- 26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
- 27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
- 28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
  - a. Terminate this Agreement; and/or
  - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the



- violation is resolved to the satisfaction of the DEPARTMENT; and/or
  - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or
  - d. Require repayment of grant funds already paid to GRANTEE; and/or
  - e. Require specific performance of the Agreement.
29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
31. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
33. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.



SAMPLE RESOLUTION  
(Development)

Upon motion made by \_\_\_\_\_, seconded by \_\_\_\_\_, the following Resolution was adopted:

"RESOLVED, that the \_\_\_\_\_, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the \_\_\_\_\_ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide \_\_\_\_\_ (\$\_\_\_\_\_) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: \_\_\_\_\_

The following nay votes were recorded: \_\_\_\_\_

STATE OF MICHIGAN )

) ss

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, Clerk of the \_\_\_\_\_, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the \_\_\_\_\_ at a meeting held \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# Boundary Map Lake Lansing Park South Improvements TF 20-0039

Map Source: Ingham County GIS

30 Acres

Latitude/Longitude at park entrance: 42.757173 -84.408224

signature

6/24/21

date





All property within the Southeast ¼ of Section 3, T4N, R1W, Meridian Township, Ingham County Michigan as described, commencing on the South line of Section 3, T4N, R1W, Meridian Township, Ingham County, Michigan, at the intersection of the centerline of Marsh Road, thence East along said Section line to the shoreline of Lake Lansing, thence Northerly along the shoreline of Lake Lansing to the intersection of the South line of Pike Street Plat of Lake View, if extended, thence West along the South line of Pike Street to the center of Marsh Road, thence Southerly along said centerline of said road to the point of beginning.

(Tax ID # 33-02-02-03-480-001)

*and,*

The entire Block 1, plat of the Village of Nemoka, being part of the North ¾ of the East fractional ½ of Section 10, T4N, R1W, Meridian Township, Ingham County, Michigan; except the South 66.0 feet; also except a part of Block 1, Village of Nemoka described as commencing at the Southwest corner of said Block; thence North 66.0 feet; thence East along the North line of Lake Lansing Road 271.27 feet to the point of beginning; thence North 132.0 feet; thence West 132.0 feet; thence South 132.0 feet; thence East 132.0 feet to the point of beginning.

(Tax ID # 33-02-02-10-226-002)

*and,*

All property within the Southeast ¼ of Section 10, T4N, R1W, Meridian Township, Ingham County Michigan as described beginning at the Southeast corner of Lake Lansing Road and Shaw Street in the plat of the Village of Nemoka; thence South along the East line of Shaw Street 311.0 feet; thence S89°55'00"E 117.0 feet to a traverse point; thence S89°55'00"E 8.0 feet more or less to the waters edge of Lake Lansing; thence Northerly along said waters edge to the South line of said Lake Lansing Road; thence N89°55'00"W along said South line 13.0 feet more or less to a traverse point; thence N89°11'00"W 74.0 feet to the point of beginning, except the South 70.0 feet there of.

(Tax ID # 33-02-02-10-279-033)

TF20-0039 – Ingham County, MI

## Legal Description

# Lake Lansing Park South Improvements

*Source: Ingham County GIS*

Q:\Proj\2019\126747SG\2019 - Ingham Cnty Parks & Trails Const\2019\16\_Grants\2020\_Grants\LLS\SiteControl\LegalDescription.docx



Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF THE PROJECT AGREEMENT  
FOR A MICHIGAN NATURAL RESOURCES TRUST FUND GRANT #TF20-0039**

WHEREAS, the Michigan Department of Natural Resources has approved the grant request in the total amount of \$300,000 for the grant application titled Lake Lansing Park South Launch and Lot Development Grant #TF20-0039 to the Michigan Natural Resources Trust Fund for accessibility improvements throughout the park for people of all abilities at Lake Lansing South, located in Haslett; and

WHEREAS, these improvements will include accessible canoe/kayak launch, asphalt paving of the parking lot with ADA accessible parking spaces, and drainage improvements around the newly paved parking area, including a bio-swale with native plantings; and

WHEREAS, the required matching funds of \$335,200 will come from previously appropriated County funds reserved for this purpose in Resolution #19-119 and #20-131 is required by the Project's Grant Agreement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners, Ingham County, Michigan, does hereby accept the terms of the Agreement for grant #TF20-0039 for accessibility improvements at Lake Lansing South as received from the Michigan Department of Natural Resources (Department), and that the Ingham County Board of Commissioners does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide three hundred, thirty-five thousand two hundred (\$335,200) dollars to match the grant authorized by the Department, (of which \$330,200 is required by the Project's Grant Agreement and authorizes an additional \$5,000 for the topographic survey totaling \$335,200).
2. To maintain satisfactory financial accounts, documents, and records to make them available to the Department for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this resolution.

BE IT FURTHER RESOLVED, that the Board of Commissioners accepts the grant amount of \$300,000 from the Michigan Department of Natural Resources.



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

BE IT FURTHER RESOLVED, that the 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.



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

---

**BACKGROUND**

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

**ALTERNATIVES**

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

**FINANCIAL IMPACT**

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

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

**STRATEGIC PLANNING IMPACT**

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

**OTHER CONSIDERATIONS**

There are no other considerations.

**RECOMMENDATION**

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



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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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

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

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

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

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



## **Agenda Item 13b**

**TO:** Board of Commissioners Human Services and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** July 1, 2021  
**SUBJECT:** Resolution to Authorize an Agreement with Good Girl Radio, LLC for a Package of Podcasts and Advertisements  
For meeting agendas dates of July 19 and July 21, 2021

---

### **BACKGROUND**

Ingham County Health Department (ICHD) wishes to enter into an agreement with Good Girl Radio, LLC for the hosting, filming, and promotion of six (6) podcasts with Ingham County physicians, including Ingham County Medical Director Adenike Shoyinka, MD. Podcasts will highlight health concerns in local Black communities, including COVID-19, which disproportionately affects Black/African American people. Overall, Black communities experience higher rates of morbidity and mortality (health disparities) compared to white communities. Podcasts will serve to inform the community regarding COVID-19 prevention and vaccination, in addition to educating on other topics of interest in the Black community. The Good Girl audience will select (in part), two podcasts covering COVID-19 and four podcasts will cover other topics of interest and needs. ICHD was awarded a grant from the Michigan Department of Health & Human Services (MDHHS) to fight the COVID-19 pandemic (account #221-60055-01156). These funds will cover 1/3 of the costs (\$2,833.33) with the remaining 2/3 (\$5,666.67) covered by ICHD's Communications Budget. Ultimately, ICHD's goal is to advocate for the health and wellbeing of Black Ingham County residents.

### **ALTERNATIVES**

The Good Girl audience is largely comprised of Black women residing in Ingham County. Given the unique, local audience and following of the Good Girl podcast, there are no equivalent alternatives.

### **FINANCIAL IMPACT**

The amount of this agreement will not exceed \$8,500. These funds will come from the MDHHS grant (Account #221-60055-01156) and ICHD's Communications Budget (Account # 22160010-818000-01000). The latter will cover 2/3 of the total cost and the former will cover 1/3 of the total cost.

### **STRATEGIC PLANNING IMPACT**

This resolution supports the overarching long-term objectives of providing access to services that promote the well-being of county residents, Goal A, and improving service by enhancing the quality of communication, Goal B.

### **OTHER CONSIDERATIONS**

There are no other considerations.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend that Ingham County Board of Commissioners authorizes an agreement with Good Girl Radio, LLC effective August 1, 2021 to July 31, 2022 in an amount not to exceed \$8,500 for the hosting, filming and promotion of six (6) podcasts centered on health disparities and health advocacy in the Black community.



Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH GOOD GIRL RADIO, LLC FOR A PACKAGE OF PODCASTS AND ADVERTISEMENTS**

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Good Girl Radio, LLC for the hosting, filming, and promotion of six (6) podcasts centered on health disparities and health advocacy in the Black community effective August 1, 2021 through July 31, 2022 in an amount not to exceed \$8,500; and

WHEREAS, podcasts will highlight health concerns in local Black communities, including COVID-19, which disproportionately affects Black/African American Ingham County residents; and

WHEREAS, overall, Black communities experience higher rates of morbidity and mortality (health disparities) compared to white communities; and

WHEREAS, podcasts will seek to inform the community about COVID-19 prevention and vaccination, in addition to educating and informing on other topics of interest in the Black community, ultimately advocating for the health and wellbeing of Black Ingham County residents; and

WHEREAS, the Good Girl audience will select (in part), two podcasts covering COVID-19 and four podcasts will cover other topics of interest and need in the Black community; and

WHEREAS, the agreement with Good Girl Radio, LLC will not exceed \$8,500; and

WHEREAS, the Good Girl project will be funded 1/3 by a grant ICHD was awarded by MDHHS to fight the COVID-19 pandemic and 2/3 by the ICHD communications budget; and

WHEREAS, the Health Officer recommends authorization of an agreement between Good Girl Radio, LLC and ICHD for the hosting, filming, and promotion of six (6) podcasts centered on health disparities and health advocacy in the Black community in an amount not to exceed \$8,500 effective August 1, 2021 through July 31, 2022.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Good Girl Radio, LLC for the hosting, filming, and promotion of six (6) podcasts centered on health disparities and health advocacy in the Black community, in an amount not to exceed \$8,500 effective August 1, 2021 through July 31, 2022.

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



## Agenda Item 13c

**TO:** Board of Commissioners Human Services and Finance Committees

**FROM:** Linda S. Vail, MPA, Health Officer

**DATE:** July 6, 2021

**SUBJECT:** Resolution to Authorize Acceptance of Healthy! Capital Counties funding from the Barry-Eaton District Health Department (BEDHD)

For the meeting agendas of July 19<sup>th</sup> and July 21, 2021

---

### **BACKGROUND**

Ingham County Health Department (ICHD) wishes to accept funding from the Barry-Eaton District Health Department (BEDHD) in an amount not to exceed \$32,672 effective upon approval through September 30, 2023. ICHD has partnered with capital area hospitals and local health departments to work on a Community Health Assessment (CHA) project, Healthy! Capital Counties for a fourth cycle.

As part of the Affordable Care Act, the Internal Revenue Service requires not-for-profit hospitals to conduct periodic Community Health Assessments (CHAs) and create Community Health Improvement Plans (CHIP), to guide their community benefits programs (IRS Notice 2011-52). Hospitals are required to collaborate with local health departments in this work. In the capital area, Sparrow Health System, McLaren Greater Lansing (MGL), and Eaton Rapids Medical Center (ERMC) are collaborating with ICHD, Mid-Michigan District Health Department (MMDHD), and BEDHD. The hospitals are providing financial support for this work and have designated BEDHD as the fiduciary and ICHD will play the leading role in conducting the data analysis and writing for the CHA and CHIP.

This project benefits ICHD in its efforts to maintain national accreditation from the Public Health Accreditation Board (PHAB) as PHAB requires local health departments to create a CHA and a CHIP.

### **FINANCIAL IMPACT**

The participants in this project have agreed to provide financial support to ICHD with the amount of \$32,672 in support of the CHA team's work on the CHA and CHIP.

### **STRATEGIC PLANNING IMPACT**

This resolution supports the overarching long-term objectives of providing access to services that promote the well-being of county residents, Goal A, and improving service by enhancing the quality of communication, Goal B.

### **OTHER CONSIDERATIONS**

There are no other considerations.

### **RECOMMENDATION**

Based upon the information presented, I respectfully recommend approval of the attached resolution to accept \$32,672 from BEDHD to support the fourth cycle of the H!CC CHA, and for entering into agreements with Sparrow, MGL and ERMC effective upon approval through September 30, 2023.



Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE ACCEPTANCE OF HEALTHY! CAPITAL COUNTIES FUNDING**

WHEREAS, Ingham County Health Department (ICHD) wishes to accept Healthy! Capital Counties (H!CC) funding from the Barry-Eaton District Health Department (BEDHD) for the creation of a fourth cycle Community Health Assessment (CHA) and a Community Health Improvement Plan (CHIP) in an amount not to exceed \$32,672, effective upon approval through September 30, 2023; and

WHEREAS, under Internal Revenue Service regulations (IRS Notice 2011-52), not-for-profit hospitals are required to conduct community health needs assessments, write health improvement plans, and partner with local health departments in this work; and

WHEREAS, capital area hospitals and health departments, including ICHD, are conducting such CHA for a fourth cycle and will write a Community Health Improvement Plan (CHIP); and

WHEREAS, the participating hospitals are providing financial support for this work and have designated BEDHD as fiduciary for the project; and

WHEREAS, ICHD will play the leading role in conducting the data analysis and writing for the CHA and CHIP; and

WHEREAS, this project benefits ICHD in its efforts to maintain national accreditation from the Public Health Accreditation Board (PHAB) as PHAB requires local health departments to create a CHA and a CHIP; and

WHEREAS, the project participants have agreed to reimburse ICHD \$32,672 for the cost of this work; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorizes agreements with Sparrow Health System (Sparrow HS), McLaren Greater Lansing (MCL), and Eaton Rapids Medical Center (ERMC) and the acceptance of H!CC funding of \$32,672 from BEDHD in support of the CHA team's work on the CHA and CHIP, effective upon approval through September 30, 2023.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes agreements with Sparrow HS, MCL, and ERMC and the acceptance of H!CC funding of \$32,672 from BEDHD in support of the CHA team's work on the CHA and CHIP, effective upon approval through September 30, 2023.

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

BE IT FURTHER RESOLVED, that the 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.



## **Agenda Item 13d**

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

---

### **BACKGROUND**

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

### **ALTERNATIVES**

ICHD could eliminate this position.

### **FINANCIAL IMPACT**

Position #601399 (currently 1.0 FTE) is budgeted at \$83,091.00-\$100,186. Converting this position into a 0.5 FTE position will reduce costs to \$47,755-\$54,807. The .5 FTE cost of this position will be covered through HIV/STI funds.

### **STRATEGIC PLANNING IMPACT**

Strategy 1. Strive to make facilities and services user-friendly. d. Expand programming to identify and address the prevalence of STIs in the community, particularly HIV/AIDS.

### **OTHER CONSIDERATIONS**

There are no other considerations.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to authorize converting position #601399 (Communicable Disease Investigator) in the HIV/STI division from a 1.0 FTE position to a .5 FTE position effective upon approval.



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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE CONVERTING POSITION #601399 FROM  
A 1.0 FTE TO A .5 FTE POSITION**

WHEREAS, Ingham County Health Department (ICHD) wishes to convert position #601399, a 1.0 FTE Communicable Disease Investigator position in the HIV/STI division, to a .5 FTE position due to a reduction in funding; and

WHEREAS, position #601399 was previously funded through the Ryan White program and Hepatitis C funding from the Michigan Department of Health and Human Services (MDHHS); and

WHEREAS, MDHHS Hepatitis C funding for FY 22 has been eliminated and the Ryan White grant funding will not continue to fund this position in FY 22; and

WHEREAS, in order to continue staffing this position in the HIV/STI division, ICHD has determined that position #601339 should be converted to a .5 FTE and be funded by HIV/STI funds, effective upon approval; and

WHEREAS, position #601399 (currently 1.0 FTE) is budgeted at \$83,091.00-\$100,186.00; and

WHEREAS, converting this position into a 0.5 FTE position will reduce costs to \$47,755.00-\$54,807.00; and

WHEREAS, the .5 FTE cost of this position will be covered through HIV/STI funds; and

WHEREAS, the Health Officer recommends authorizing converting HIV/STI position #601399, (Communicable Disease Investigator) from a 1.0 FTE position to a .5 FTE position effective upon approval.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes converting HIV/STI position #601399 (Communicable Disease Investigator) from a 1.0 FTE position to a .5 FTE position, effective upon approval.

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

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



**TO:** Board of Commissioners Human Services and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** July 1, 2021  
**SUBJECT:** Authorization to Enter into an Agreement with Tyler Technologies for ExecuTime Time & Attendance™

For the meeting agendas of July 19 and July 21, 2021

---

### **BACKGROUND**

Ingham County Health Department's (ICHD's) Community Health Centers (CHCs) wish to enter into an agreement with Tyler Technologies for licensing of its ExecuTime Time & Attendance™, and Advanced Scheduling software, effective August 1, 2021 through July 31, 2023. ICHD and its Ryan White program have requirements for job-costing across the multiple funding awards it receives. Tyler Technologie's software will allow ICHD's CHCs Management and Accounting staff to enter and track time types, manage time-off requests, apply job costing while handling multiple pay periods, and provide an automated solution for tracking and managing time and attendance.

### **ALTERNATIVES**

The alternative is to continue to use our current labor-intensive tasks associated with timekeeping, which increase our risks of timekeeping errors.

### **FINANCIAL IMPACT**

The financial impact of this agreement includes a one-time cost of \$109,195 for the first year, \$10,795 for year two and will be covered by American Rescue Act Funds from HRSA, authorized through Resolution #21-240, and Ryan White 340B revenue.

### **STRATEGIC PLANNING IMPACT**

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

### **OTHER CONSIDERATIONS**

There are no other considerations.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize an amendment to the agreement with Tyler Technologies for licensing of its ExecuTime Time & Attendance™, and Advanced Scheduling for a two-year term in an amount not to exceed \$109,195 for the first year and \$10,795.00 for year two, effective August 1, 2021 through July 31, 2023.



Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH TYLER TECHNOLOGIES FOR  
EXECUTIME TIME & ATTENDANCE™**

WHEREAS, Ingham County Health Department's (ICHD's) Community Health Centers (CHCs) wish to enter into an agreement with Tyler Technologies for licensing of its ExecuTime Time & Attendance™ and Advanced Scheduling software, effective August 1, 2021 through July 31, 2023; and

WHEREAS, ICHD's CHCs and its Ryan White program have requirements for job-costing across the multiple funding awards it receives; and

WHEREAS, Tyler Technologies software will allow ICHD's CHCs Management and Accounting staff to enter and track time types, manage time-off requests, and apply job costing while handling multiple pay periods; and

WHEREAS, Tyler Technologies software will provide an automated solution for tracking and managing time and attendance; and

WHEREAS, the financial impact of this agreement includes a one-time cost of \$109,195 for the first year, \$10,795 for year two and will be covered by American Rescue Act Funds from HRSA, authorized through Resolution #21-240, and Ryan White 340B revenue; and

WHEREAS, the CHC Board of Directors and Health Officer support authorizing an agreement with Tyler Technologies for licensing of its ExecuTime Time & Attendance™ and Advanced Scheduling software effective August 1, 2021 through July 31, 2023; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorizes an agreement with Tyler Technologies for licensing of its ExecuTime Time & Attendance™ and Advanced Scheduling software effective August 1, 2021 through July 31, 2023.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Tyler Technologies for licensing of its ExecuTime Time & Attendance™ and Advanced Scheduling software effective August 1, 2021 through July 31, 2023.

BE IT FURTHER RESOLVED, that this agreement includes a one-time cost of \$109,195 for the first year, \$10,795 for year two and will be covered by American Rescue Act Funds from HRSA, authorized through Resolution #21-240, and Ryan White 340B revenue.

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

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



Date June 23, 2021

To: Ingham County Board of Commissioners

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

Re: State Matching funds for the Arend Trust Conservation Easement

**BACKGROUND**

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

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

**ALTERNATIVES**

The alternative would be to not accept State Funds.

**FISCAL IMPACT**

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

**STRATEGIC PLANNING IMPACT**

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

**RECOMMENDATION**

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



Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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



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

FROM: Deb Fett, CIO

DATE: 7/06/2021

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

---

**BACKGROUND**

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

**ALTERNATIVES**

We could continue with the current software.

**FINANCIAL IMPACT**

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

**STRATEGIC PLANNING IMPACT**

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

**OTHER CONSIDERATIONS**

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

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

**RECOMMENDATION**

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



Introduced by County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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

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



**Agenda Item 15b**

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

FROM: Deb Fett, CIO

DATE: 07/06/2021

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

---

**BACKGROUND**

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

**ALTERNATIVES**

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

**FINANCIAL IMPACT**

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

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

**STRATEGIC PLANNING IMPACT**

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

**OTHER CONSIDERATIONS**

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

**RECOMMENDATION**

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



Introduced by County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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



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

FROM: Deb Fett, CIO

DATE: 7/06/2021

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

---

**BACKGROUND**

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

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

**ALTERNATIVES**

Ingham County could choose not to use the software.

**FINANCIAL IMPACT**

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

**OTHER CONSIDERATIONS**

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

**RECOMMENDATION**

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



Introduced by County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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



## Agenda Item 15d

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

FROM: Deb Fett, CIO

DATE: 7/06/2021

SUBJECT: Phone Licensing for Flexibility

---

### **BACKGROUND**

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

### **ALTERNATIVES**

We could continue to operate as we are.

### **FINANCIAL IMPACT**

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

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

### **OTHER CONSIDERATIONS**

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

### **RECOMMENDATION**

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



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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



## Agenda Item 16a

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

**FROM:** Rick Terrill, Facilities Director

**DATE:** July 6, 2021

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

For the meeting agendas of: July 20 & 21

---

### **BACKGROUND**

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

### **ALTERNATIVES**

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

### **FINANCIAL IMPACT**

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

### **OTHER CONSIDERATIONS**

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

### **RECOMMENDATION**

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



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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



## Agenda Item 16b

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

**FROM:** Rick Terrill, Facilities Director

**DATE:** July 6, 2021

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

For the meeting agendas of: July 20 & 21

---

### **BACKGROUND**

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

### **ALTERNATIVES**

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

### **FINANCIAL IMPACT**

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

### **OTHER CONSIDERATIONS**

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

### **RECOMMENDATION**

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



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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



## Agenda Item 16c

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

**FROM:** Rick Terrill, Facilities Director

**DATE:** July 6, 2021

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

For the meeting agendas of: July 20 & 21

---

### **BACKGROUND**

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

### **ALTERNATIVES**

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

### **FINANCIAL IMPACT**

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

### **OTHER CONSIDERATIONS**

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

### **RECOMMENDATION**

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



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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



## Agenda Item 16d

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

**FROM:** Rick Terrill, Facilities Director

**DATE:** July 6, 2021

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

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

---

### **BACKGROUND**

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

### **ALTERNATIVES**

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

### **FINANCIAL IMPACT**

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

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

### **OTHER CONSIDERATIONS**

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

### **RECOMMENDATION**

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



**Agenda Item 16d**

TO: Rick Terrill, Facilities Director

FROM: James Hudgins, Director of Purchasing

DATE: June 4, 2021

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

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

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

The Purchasing Department can confirm the following:

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

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

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

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

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



## SUMMARY OF VENDORS' COSTS

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



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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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



## Agenda Item 16e

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

**FROM:** Rick Terrill, Facilities Director

**DATE:** July 6, 2021

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

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

---

### **BACKGROUND**

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

### **ALTERNATIVES**

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

### **FINANCIAL IMPACT**

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

### **OTHER CONSIDERATIONS**

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

### **RECOMMENDATION**

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



## Agenda Item 16e

TO: Rick Terrill, Facilities Director

FROM: James Hudgins, Director of Purchasing

DATE: May 28, 2021

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

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

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

The Purchasing Department can confirm the following:

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

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

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

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

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



SUMMARY OF VENDORS' COSTS

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



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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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



## Agenda Item 16f

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

**FROM:** Rick Terrill, Facilities Director

**DATE:** July 6, 2021

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

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

---

### **BACKGROUND**

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

### **ALTERNATIVES**

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

### **FINANCIAL IMPACT**

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

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

### **OTHER CONSIDERATIONS**

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

### **RECOMMENDATION**

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



## Agenda Item 16f

TO: Richard Terrill, Facilities Director

FROM: James Hudgins, Director of Purchasing

DATE: July 6, 2021

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

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

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

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

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

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

### Prevailing Wage

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

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



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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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



## Agenda Item 17a

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

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

**DATE:** July 6, 2021

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

For the meeting agendas on July 20, 21 and 27

---

### **BACKGROUND**

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

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

### **ALTERNATIVES**

N/A

### **FINANCIAL IMPACT**

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

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

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

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

### **OTHER CONSIDERATIONS**

N/A



**RECOMMENDATION**

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



Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

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

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



## Agenda Item 17b

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

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

**DATE:** July 6, 2021

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

For the meeting agendas on July 20, 21 and 27

---

### **BACKGROUND**

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

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

### **ALTERNATIVES**

N/A

### **FINANCIAL IMPACT**

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



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

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

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

**OTHER CONSIDERATIONS**

N/A

**RECOMMENDATION**

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



Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

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



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

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

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



To: County Services & Finance Committees

From: William Conklin, Managing Director  
Ingham County Road Department

Date: July 6, 2021

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

**BACKGROUND**

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

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

**CURRENT ISSUE**

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

**FINANCIAL IMPACT**

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

**RECOMMENDATION**

Approval of the attached resolution is therefore recommended.

**OTHER INFORMATION**

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



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

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

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

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

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

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

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

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

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

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



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

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

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

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



**TO:** Board of Commissioners County Services and Finance Committee  
**FROM:** Sue Graham, Human Resources Director  
**DATE:** June 29, 2021  
**SUBJECT:** Resolution to Approve an Additional Modification to Appendix D – Compensation Levels of the Managerial and Confidential Employee Personnel Manual for 2021 as a Result of A  
Reclassification Request  
For the meeting agendas of July 20 (County Services) and July 21 (Finance)

---

**BACKGROUND**

Each year the Controller convenes a representative group of managers, professionals, and confidential employees as a Steering Committee to discuss potential changes to the Managerial and Confidential Employee Personnel Manual. In preparation for 2021, the Managerial and Confidential Employee Steering Committee met and discussed proposed changes and updates to the manual, including but not limited to, modifications to compensation levels as a result of reclassification requests. The attached resolution reflects a proposed change in classification level for one position as the result of a reclassification request, which, if approved, would modify Appendix D of the Managerial and Confidential Employee Personnel Manual.

**ALTERNATIVES**

None.

**FINANCIAL IMPACT**

The financial impact associated with the proposed reclassification is reflected in the attached Resolution.

**OTHER CONSIDERATIONS**

None.

**RECOMMENDATION**

On behalf of the Managerial and Confidential Employee Steering Committee, I respectfully recommend approval of the attached resolution approving an additional modification to Appendix D of the Managerial and Confidential Employee Personnel Manual for 2021.



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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE AN ADDITIONAL MODIFICATION TO APPENDIX D –  
COMPENSATION LEVELS OF THE MANAGERIAL AND CONFIDENTIAL EMPLOYEE  
PERSONNEL MANUAL FOR 2021 AS A RESULT OF A RECLASSIFICATION REQUEST**

WHEREAS, the Managerial and Confidential Employee Steering Committee met and recommended proposed changes and updates to the 2021 Managerial and Confidential Employee Personnel Manual, including but not limited to modifications to compensation levels as a result of reclassification requests; and

WHEREAS, a reclassification request has been submitted and recommended for consideration by the Ingham County Board of Commissioners as set forth below.

THEREFORE BE IT RESOLVED, that the Ingham Board of Commissioners approves the following modification to Appendix D – Compensation Levels of the 2021 Managerial and Confidential Employee Personnel Manual for 2021:

- Position #233001 Facilities Director: Move from MC 13 to MC 14

The financial impact associated with the proposed reclassification is as follows:

<u>Position Title</u>	<u>2021 Current Grade, Step 5</u>	<u>2021 Proposed Grade, Step 5</u>	<u>Difference</u>
Facilities Director	MC 13: 96,400.88	MC 14: 103,862.31	7,461.43
TOTAL:			7,461.43

BE IT FURTHER RESOLVED, that the terms of the 2021 Managerial and Confidential Employee Personnel Manual, as amended, will be effective January 1, 2021 and shall expire on December 31, 2021.



**TO:** Board of Commissioners County Services and Finance Committees  
**FROM:** Sue Graham, Human Resources Director  
**DATE:** June 18, 2021  
**SUBJECT:** Resolution to Approve an Agreement with Sparrow Occupational Health Services to Provide Occupational Health Services  
For the meeting agendas of July 20 and July 21

---

**BACKGROUND**

Ingham County provides medical services to employees who may experience work-related illness or injury, requires post-employment offer fitness for duty examinations for candidates for many positions and periodically needs these services for existing employees. In order to provide these occupational health services, the County must contract with an outside agency. As the current agreement for occupational health services expires September 30, 2021, a Request for Proposal (RFP) was issued concerning providing these occupational health services to Ingham County. One organization, Sparrow Occupational Health Services, responded and was evaluated by the Human Resources Department. As the result of this evaluation, the Human Resources Director is recommending the County continue contracting with Sparrow Occupational Health Services at this time by entering into an agreement beginning October 1, 2021, for a period of three years, with a renewal option for an additional two years.

**ALTERNATIVES**

There are no alternatives to this proposal. Sparrow was the only respondent to the County's occupational health services RFP. The County has an ongoing need for post-employment offer occupational health services and a legal obligation to provide employees with occupational health services for work-related injuries/illnesses.

**FINANCIAL IMPACT**

The financial impact of this is expected to be minimal in comparison with the cost of the current agreement for occupational health services. The majority of services provided by Sparrow Occupational Health Services have either remained at the same cost, or increased by a negligible amount in comparison with the terms of the previous 2010 agreement. The total financial impact will depend upon the extent services are utilized.

**STRATEGIC PLAN CONSIDERATIONS**

Providing quality occupational health services in compliance with statutory obligations and best hiring practices will contribute to attracting and retaining exceptional employees who value public service.

**OTHER CONSIDERATIONS**

The provision of necessary work-related medical care for employees by employers is mandated by Section 315 of the Michigan Workers' Disability Compensation Act, MCL 418.101, et seq.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to approve an agreement with Sparrow Occupational Health Services to provide occupational health services to Ingham County beginning October 1, 2021, for a period of three years, with a renewal option for an additional two years.



## Agenda Item 18b

TO: Sue Graham, Director, Human Resources

CC: Jared Cypher, Deputy Controller, Controller's Office  
Stephanie Keith, Benefits/Leave Analyst, Human Resources

FROM: James Hudgins, Director of Purchasing

DATE: June 2, 2021

RE: Memorandum of Performance for RFP No. 54-21 Occupational Health Services

Per your request, the Purchasing Department sought proposals from qualified, non-personal practice, occupational medical facilities to provide occupational health services for County employees and applicants, including, but not limited to pre-employment physicals, annual physicals for specific job classes, periodic fitness for duty evaluations, and other occupational health services.

The services of work under the supervision of the on-site licensed physician(s) includes, but is not limited to, pre-employment physicals, including fitness for duty for police officers, management of accidents, injuries and illnesses including primary care, follow through, evaluations and reporting; keeping up-to-date of new occupational health regulations, testing methods and industry trends; attendance at occasional safety committee meetings; providing on-site annual hearing test program; and, deposition testimony of doctors in workers compensation litigated cases.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	4	3
Vendors responding	1	1

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

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

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

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



## SUMMARY OF VENDORS' COSTS

Vendor Name	Local Pref	Costs
Sparrow Occupational Health Services	Yes, Lansing MI	Itemized costs - see cost form



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE AN AGREEMENT WITH SPARROW OCCUPATIONAL  
HEALTH SERVICES TO PROVIDE OCCUPATIONAL HEALTH SERVICES**

WHEREAS, Ingham County provides medical services to employees who may experience work-related illness or injury; and

WHEREAS, Ingham County requires post-employment offer fitness for duty examinations for many positions and periodically needs these services for existing employees; and

WHEREAS, a Request for Proposals was issued concerning providing these occupational health services to Ingham County; and

WHEREAS, one organization responded and was evaluated by the Human Resources Department who recommended Sparrow Occupational Health Services.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves entering into an agreement with Sparrow Occupational Health Services to provide occupational health services to Ingham County beginning October 1, 2021, for a period of three years, with a renewal option for an additional two years.

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



**TO:** Board of Commissioners County Services & Finance Committees  
**FROM:** Sue Graham, Human Resources Director  
**DATE:** July 2, 2021  
**SUBJECT:** Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP 911 Non-Supervisory Unit

For the meeting agendas of July 20 and July 21

---

**BACKGROUND**

A collective bargaining agreement has been reached between representatives of Ingham County and the CCLP 911 Non-Supervisory Unit for the period January 1, 2021 through December 31, 2021. The agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows: 1) employees hired prior to July 25, 2020 shall receive \$7,500; 2) employees hired on or after July 25, 2020 and before May 24, 2021 shall receive \$1,500; and 3) employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment. The one-time lump sum payment is subject to the provisions set forth in detail in the proposed resolution.

**ALTERNATIVES**

The Board of Commissioners could decline to approve the agreement.

**FINANCIAL IMPACT**

There are no negative financial impacts to Ingham County as the payment is funded through the American Rescue Plan Act.

**STRATEGIC PLAN CONSIDERATIONS**

Improvements to compensation enhance the ability of Ingham County to attract and retain exceptional candidates who value public service.

**OTHER CONSIDERATIONS**

None

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to approve the 2021 Collective Bargaining Agreement with the CCLP 911 Non-Supervisory Unit.



Introduced by the County Services and Finance Committees of the

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE 2021 COLLECTIVE BARGAINING AGREEMENT  
WITH THE CCLP 911 NON-SUPERVISORY UNIT**

WHEREAS, a collective bargaining agreement has been reached between representatives of Ingham County and the CCLP 911 Non-Supervisory Unit for the period January 1, 2021 through December 31, 2021; and

WHEREAS, the agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows: 1) employees hired prior to July 25, 2020 shall receive \$7,500; 2) employees hired on or after July 25, 2020 and before May 24, 2021 shall receive \$1,500; and 3) employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment; and

WHEREAS, the agreement provides that such payment is contingent upon receipt of funds through the American Rescue Plan Act as provided by the Federal Government, and payment shall be issued after receipt of the funds by the Employer; and

WHEREAS, such payment will not be included in calculating an employee's Final Average Compensation for their MERS pension; and

WHEREAS, to be eligible for this one-time lump sum payment, an employee must be a current member of the bargaining unit on the date payment is made by the Employer or have exercised an age and service or disability retirement through the date of the payout of this one-time lump sum payment; and

WHEREAS, the parties agree that any agreement entered into on behalf of retirees is due to the unique circumstances surrounding this agreement and by agreeing to such in this agreement, does not set a precedent or create any future expectations that retirees will be considered in the collective bargaining process by either the Employer or the Union; and

WHEREAS, the agreement provides that the parties can commence negotiations for 2022 beginning after July 1, 2021 upon request of either party.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the 2021 collective bargaining agreement between Ingham County and the CCLP 911 Non-Supervisory Unit.

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



**TO:** Board of Commissioners County Services & Finance Committees  
**FROM:** Sue Graham, Human Resources Director  
**DATE:** July 2, 2021  
**SUBJECT:** Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP Animal Control Officers, Veterinarian Technicians and Animal Care Specialists Unit

For the meeting agendas of July 20 and July 21

---

**BACKGROUND**

A collective bargaining agreement has been reached between representatives of Ingham County and the CCLP Animal Control Officers, Veterinarian Technicians and Animal Care Specialists Unit for the period January 1, 2021 through December 31, 2021. The agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows: 1) employees hired prior to May 24, 2021 shall receive \$2,000; and 2) employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment. The one-time lump sum payment is subject to the provisions set forth in detail in the proposed resolution.

**ALTERNATIVES**

The Board of Commissioners could decline to approve the agreement.

**FINANCIAL IMPACT**

There are no negative financial impacts to Ingham County as the payment is funded through the American Rescue Plan Act.

**STRATEGIC PLAN CONSIDERATIONS**

Improvements to compensation enhance the ability of Ingham County to attract and retain exceptional candidates who value public service.

**OTHER CONSIDERATIONS**

None

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to approve the 2021 Collective Bargaining Agreement with the CCLP Animal Control Officers, Veterinarian Technicians and Animal Care Specialists Unit.



Introduced by the County Services and Finance Committees of the

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE 2021 COLLECTIVE BARGAINING AGREEMENT  
WITH THE CCLP ANIMAL CONTROL OFFICERS, VETERINARIAN TECHNICIANS, AND  
ANIMAL CARE SPECIALISTS UNIT**

WHEREAS, a collective bargaining agreement has been reached between representatives of Ingham County and the CCLP Animal Control Officers, Veterinarian Technicians, and Animal Care Specialists Unit for the period January 1, 2021 through December 31, 2021; and

WHEREAS, the agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows: 1) employees hired prior to May 24, 2021 shall receive \$2,000; and 2) employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment; and

WHEREAS, the agreement provides that such payment is contingent upon receipt of funds through the American Rescue Plan Act as provided by the Federal Government, and payment shall be issued after receipt of the funds by the Employer; and

WHEREAS, such payment will not be included in calculating an employee's Final Average Compensation for their MERS pension; and

WHEREAS, to be eligible for this one-time lump sum payment, an employee must be a current member of the bargaining unit on the date payment is made by the Employer or have exercised an age and service or disability retirement through the date of the payout of this one-time lump sum payment; and

WHEREAS, the parties agree that any agreement entered into on behalf of retirees is due to the unique circumstances surrounding this agreement and by agreeing to such in this agreement, does not set a precedent or create any future expectations that retirees will be considered in the collective bargaining process by either the Employer or the Union; and

WHEREAS, the agreement provides that the parties can commence negotiations for 2022 beginning after July 1, 2021 upon request of either party.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the 2021 collective bargaining agreement between Ingham County and the CCLP Animal Control Officers, Veterinarian Technicians and Animal Care Specialists Unit.

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



**TO:** Board of Commissioners County Services & Finance Committees  
**FROM:** Sue Graham, Human Resources Director  
**DATE:** July 2, 2021  
**SUBJECT:** Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP Corrections Unit

For the meeting agendas of July 20 and July 21

---

**BACKGROUND**

A collective bargaining agreement has been reached between representatives of Ingham County and Ingham County Sheriff and the CCLP Corrections Unit for the period January 1, 2021 through December 31, 2021. The agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows: 1) employees hired prior to July 25, 2020 shall receive \$9,000; 2) employees hired on or after July 25, 2020 and before May 24, 2021 shall receive \$3,000; and 3) employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment. The one-time lump sum payment is subject to the provisions set forth in detail in the proposed resolution.

**ALTERNATIVES**

The Board of Commissioners could decline to approve the agreement.

**FINANCIAL IMPACT**

There are no negative financial impacts to Ingham County as the payment is funded through the American Rescue Plan Act.

**STRATEGIC PLAN CONSIDERATIONS**

Improvements to compensation enhance the ability of Ingham County to attract and retain exceptional candidates who value public service.

**OTHER CONSIDERATIONS**

None

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to approve the 2021 Collective Bargaining Agreement with the CCLP Corrections Unit.



Introduced by the County Services and Finance Committees of the

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE 2021 COLLECTIVE BARGAINING AGREEMENT  
WITH THE CCLP CORRECTIONS UNIT**

WHEREAS, a collective bargaining agreement has been reached between representatives of Ingham County, the Ingham County Sheriff, and the CCLP Corrections Unit for the period of January 1, 2021 through December 31, 2021; and

WHEREAS, the agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows: 1) employees hired prior to July 25, 2020 shall receive \$9,000; 2) employees hired on or after July 25, 2020 and before May 24, 2021 shall receive \$3,000; and 3) employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment; and

WHEREAS, the agreement provides that such payment is contingent upon receipt of funds through the American Rescue Plan Act as provided by the Federal Government and payment shall be issued after receipt of the funds by the Employer; and

WHEREAS, such payment will not be included in calculating an employee's Final Average Compensation for their MERS Pension; and

WHEREAS, to be eligible for this one-time lump sum payment, an employee must be a current member of the bargaining unit on the date payment is made by the Employer or have exercised an age and service or disability retirement through the date of the payout of this one-time lump sum payment; and

WHEREAS, the parties agree that any agreement entered into on behalf of retirees is due to the unique circumstances surrounding this agreement and by agreeing to such in this agreement, does not set a precedent or create any future expectations that retirees will be considered in the collective bargaining process by either the Employer or the Union; and

WHEREAS, the agreement provides that the parties can commence negotiations for 2022 beginning after July 1, 2021 upon request of either party.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the 2021 collective bargaining agreement between Ingham County, the Ingham County Sheriff, and the CCLP Corrections Unit.

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



**TO:** Board of Commissioners County Services & Finance Committees  
**FROM:** Sue Graham, Human Resources Director  
**DATE:** July 2, 2021  
**SUBJECT:** Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP Law Enforcement (Act 312) Unit

For the meeting agendas of July 20 and July 21

---

**BACKGROUND**

A collective bargaining agreement has been reached between representatives of Ingham County and Ingham County Sheriff and the CCLP Law Enforcement (Act 312) Unit for the period January 1, 2021 through December 31, 2021. The agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows: 1) employees hired prior to July 25, 2020 shall receive \$9,000; 2) employees hired on or after July 25, 2020 and before May 24, 2021 shall receive \$3,000; and 3) employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment. The one-time lump sum payment is subject to the provisions set forth in detail in the proposed resolution.

**ALTERNATIVES**

The Board of Commissioners could decline to approve the agreement.

**FINANCIAL IMPACT**

There are no negative financial impacts to Ingham County as the payment is funded through the American Rescue Plan Act.

**STRATEGIC PLAN CONSIDERATIONS**

Improvements to compensation enhance the ability of Ingham County to attract and retain exceptional candidates who value public service.

**OTHER CONSIDERATIONS**

None

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to approve the 2021 Collective Bargaining Agreement with the CCLP Law Enforcement (Act 312) Unit.



Introduced by the County Services and Finance Committees of the

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE 2021 COLLECTIVE BARGAINING AGREEMENT  
WITH THE CCLP LAW ENFORCEMENT (ACT 312) DEPUTIES UNIT**

WHEREAS, a collective bargaining agreement has been reached between representatives of Ingham County, the Ingham County Sheriff, and the CCLP Law Enforcement (Act 312) Deputies Unit for the period January 1, 2021 through December 31, 2021; and

WHEREAS, the agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows: 1) employees hired prior to July 25, 2020 shall receive \$9,000; 2) employees hired on or after July 25, 2020 and before May 24, 2021 shall receive \$3,000; and 3) employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment; and

WHEREAS, the agreement provides that such payment is contingent upon receipt of funds through the American Rescue Plan Act as provided by the Federal Government, and payment shall be issued after receipt of the funds by the Employer; and

WHEREAS, such payment will not be included in calculating an employee's Final Average Compensation for their MERS pension; and

WHEREAS, to be eligible for this one-time lump sum payment, an employee must be a current member of the bargaining unit on the date payment is made by the Employer or have exercised an age and service or disability retirement through the date of the payout of this one-time lump sum payment; and

WHEREAS, the parties agree that any agreement entered into on behalf of retirees is due to the unique circumstances surrounding this agreement and by agreeing to such in this agreement, does not set a precedent or create any future expectations that retirees will be considered in the collective bargaining process by either the Employer or the Union; and

WHEREAS, the agreement provides that the parties can commence negotiations for 2022 beginning after July 1, 2021 upon request of either party.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the 2021 collective bargaining agreement between Ingham County, the Ingham County Sheriff, and the CCLP Law Enforcement (Act 312) Deputies Unit.

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



**TO:** Board of Commissioners County Services & Finance Committees  
**FROM:** Sue Graham, Human Resources Director  
**DATE:** July 2, 2021  
**SUBJECT:** Resolution to Approve the 2021 Collective Bargaining Agreement with the CCLP Supervisory Unit

For the meeting agendas of July 20 and July 21

---

**BACKGROUND**

A collective bargaining agreement has been reached between representatives of Ingham County and Ingham County Sheriff and the CCLP Supervisory Unit for the period January 1, 2021 through December 31, 2021. The agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows: 1) employees hired prior to July 25, 2020 shall receive \$9,000; 2) employees hired on or after July 25, 2020 and before May 24, 2021 shall receive \$3,000; and 3) employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment. The one-time lump sum payment is subject to the provisions set forth in detail in the proposed resolution.

**ALTERNATIVES**

The Board of Commissioners could decline to approve the agreement.

**FINANCIAL IMPACT**

There are no negative financial impacts to Ingham County as the payment is funded through the American Rescue Plan Act.

**STRATEGIC PLAN CONSIDERATIONS**

Improvements to compensation enhance the ability of Ingham County to attract and retain exceptional candidates who value public service.

**OTHER CONSIDERATIONS**

None

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to approve the 2021 Collective Bargaining Agreement with the CCLP Supervisory Unit.



Introduced by the County Services and Finance Committees of the

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE 2021 COLLECTIVE BARGAINING AGREEMENT  
WITH THE CCLP SUPERVISORY UNIT**

WHEREAS, a collective bargaining agreement has been reached between representatives of Ingham County, the Ingham County Sheriff, and the CCLP Supervisory Unit for the period January 1, 2021 through December 31, 2021; and

WHEREAS, the agreement includes a one-time lump sum payment not added to the salary schedule to employees as follows: 1) employees hired prior to July 25, 2020 shall receive \$9,000; 2) employees hired on or after July 25, 2020 and before May 24, 2021 shall receive \$3,000; and 3) employees hired on or after May 24, 2021 shall not be entitled to any lump sum payment; and

WHEREAS, the agreement provides that such payment is contingent upon receipt of funds through the American Rescue Plan Act as provided by the Federal Government and payment shall be issued after receipt of the funds by the Employer; and

WHEREAS, such payment will not be included in calculating an employee's Final Average Compensation for their MERS Pension; and

WHEREAS, to be eligible for this one-time lump sum payment, an employee must be a current member of the bargaining unit on the date payment is made by the Employer or have exercised an age and service or disability retirement through the date of the payout of this one-time lump sum payment; and

WHEREAS, the parties agree that any agreement entered into on behalf of retirees is due to the unique circumstances surrounding this agreement and by agreeing to such in this agreement, does not set a precedent or create any future expectations that retirees will be considered in the collective bargaining process by either the Employer or the Union.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the 2021 collective bargaining agreement between Ingham County, the Ingham County Sheriff, and the CCLP Supervisors Unit.

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



## Agenda Item 19a

**TO:** Law & Courts and Finance Committees  
**FROM:** Teri Morton, Deputy Controller  
**DATE:** July 2, 2021  
**SUBJECT:** Resolution to Provide Emergency Support as Needed in Order to Ensure Timely Implementation of Peacemaker Fellowship® Partnership with Advance Peace to Help Build and Sustain Local Community Capacity to Interrupt Gun Violence in Ingham County, MI

For the meeting agendas of July 15 and July 21

---

### **BACKGROUND**

On March 23, 2021, the Board of Commissioners approved Resolution #21-179, stating that Ingham County will include in its 2022-2024 public safety planning a commitment, support, and partnership with Advance Peace and local partners in the amount of \$590,000 to establish a program to help build and sustain local community capacity to interrupt gun violence. Such a program will help save lives and reduce the life altering trauma experienced by people living in the impacted communities and by the service providers who support them. An Advance Peace planning team has established a three-year budget totaling \$1,954,240 for a Peacemaker Fellowship® and has secured commitments for funding totaling \$1,597,405 as follows:

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>3-Year Total</b>
Ingham County	160,000	210,000	220,000	590,000
City of Lansing	240,000	300,000	350,000	890,000
Project Safe Neighborhoods Grant	21,905	22,500	23,000	67,405
Lansing Housing Commission	\$15,000	\$20,000	\$15,000	\$50,000
Gap to fill →	\$71,005	\$159,220	\$126,610	\$356,835
Total	507,910	711,720	734,610	1,954,240

In order to ensure the success of the program, it is imperative that a three-year funding commitment to the program be established.

Requests are being made of Ingham County and the City of Lansing to each commit to funding 50% of the cost of the remaining funding gap should the planning team be unable to secure alternate funding sources. The planning team continues, and will continue, to aggressively seek out grants and other sources of funds to close this gap.

### **ALTERNATIVES**

If funds are not committed from Ingham County and the City of Lansing, the implementation of the Peacemaker Fellowship® will be delayed until three full years of funding commitments can be identified.

### **FINANCIAL IMPACT**

Ingham County's 2022 commitment would be up to \$35,005, with additional commitments of up to \$79,610 for 2023 and \$63,305 for 2024.



**STRATEGIC PLANNING IMPACT**

This resolution supports the commitment of the Ingham County Board of Commissioners to continue work that targets violent offenders, high level drug dealers, gang activity, and gun violence (Goal A, Strategy 1, Task x of the 2018-2022 Update to the Strategic Plan and Action Plan).

**OTHER CONSIDERATIONS**

A resolution is being prepared for Lansing City Council that would agree to funding 50% of the gap funds if current grant writing and fundraising efforts are unsuccessful.

**RECOMMENDATION**

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



Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO PROVIDE EMERGENCY SUPPORT AS NEEDED IN ORDER TO ENSURE  
TIMELY IMPLEMENTATION OF PEACEMAKER FELLOWSHIP® PARTNERSHIP WITH  
ADVANCE PEACE TO HELP BUILD AND SUSTAIN LOCAL COMMUNITY CAPACITY TO  
INTERRUPT GUN VIOLENCE IN INGHAM COUNTY, MI**

WHEREAS, on March 23, 2021, the Ingham County Board of Commissioners passed Resolution #21-179, stating that Ingham County will include in its 2022-2024 public safety planning a commitment, support, and partnership with Advance Peace and local partners in the amount of \$590,000, which will help save lives and reduce the life altering trauma experienced by people living in the impacted communities and by the service providers who support them (including law enforcement); and

WHEREAS, an Advance Peace planning team has established a three-year budget totaling \$1,954,240 for a Peacemaker Fellowship® and has secured commitments for funding totaling \$1,597,405; and

WHEREAS, in order to ensure the success of the program, it is imperative that a three-year funding commitment to the program be established; and

WHEREAS, the planning team continues, and will continue, to aggressively seek out grants and other sources of funds to close the \$356,835 funding gap; and

WHEREAS, the funding gap for the first year is \$71,005; and

WHEREAS, the Board of Commissioners wishes to provide support to enable program implementation as soon as possible.

THEREFORE IT BE RESOLVED, that the Ingham County Board of Commissioners will include in its 2022 public safety planning a commitment of up to an additional \$35,503 to ensure the timely implementation of the Peacemaker Fellowship Program.

BE IT FURTHER RESOLVED, that the Advance Peace planning team will continue working to identify funding sources for the remaining budget gap.

BE IT FURTHER RESOLVED, that to the extent that additional funding sources are not identified for years two and three of the project, the Board of Commissioners will include in its 2023 and 2024 public safety planning a commitment of up to an additional \$142,915 toward this funding gap.

BE IT FURTHER RESOLVED, that this funding commitment is contingent upon agreement with other local units of government located within Ingham County to share in this effort to close this funding gap.

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



**TO:** Law & Courts and Finance Committees  
**FROM:** Jessica Yorko, Health Promotion & Prevention Division Manager  
**DATE:** July 2, 2021  
**SUBJECT:** Resolution to Provide \$25,000 in Rapid Response Funding to Interrupt Escalating Gun Violence in Ingham County, MI from July 1, 2021 through September 30, 2021

For the meeting agendas of July 15 and July 21

---

### **BACKGROUND**

On March 23, 2021, the Board of Commissioners approved Resolution #21-179, stating that Ingham County will include in its 2022-2024 public safety planning a commitment, support, and partnership with Advance Peace and local partners in the amount of \$590,000 to establish a program to help build and sustain local community capacity to interrupt gun violence. Such a program will help save lives and reduce the life-altering trauma experienced by people living in the impacted communities and by the service providers who support them.

Due to the protracted nature of the full Lansing/Ingham Peacemaker Fellowship® contracting and implementation timeline (see below), and the rapid escalation of fatal and non-fatal shootings in Lansing and other parts of Ingham County in the first two quarters of 2021, the Lansing/Ingham Advance Peace Planning Team initiated a rapid response initiative on June 14, 2021. This rapid response initiative has led to a temporary ceasefire of the rapidly escalating youth-involved shootings that have claimed more than 23 young lives in Ingham County in 2021.

The first phases of the Rapid Response plan were funded by community donations. Full implementation of the Rapid Response plan could be made possible through approval of \$25,000 in ARP funds for the period July 1, 2021 through October 15, 2021.

The Rapid Response plan includes the following critical services and outreach components:

- 1) Non-police, culturally competent, trauma-informed social worker supports for victims, witnesses, impacted families and friends, and shooters.
- 2) Mediation services from non-police, trusted individuals already working with young people in the community who are trained and experienced in non-violent conflict resolution approaches
- 3) Non-police de-escalation supports from trusted individuals already working with young people in the community, including but not limited to temporary re-location assistance for those at the center of violent conflicts
- 4) Outreach and engagement to promote the availability of these services and supports



*\* Lansing/Ingham Peacemaker Fellowship ® Implementation Timeline and Process:*

- April 8, 2021 and July 1, 2021: The Lansing/Ingham Advance Peace Planning Team worked with the Advance Peace national organization between to identify and secure matching funds to implement this program for the first three years.
- April 8, 2021 to July 1, 2021: The Lansing/Ingham Advance Peace Planning Team designed an implementation timeline for the first three years of the Lansing/Ingham Peacemaker Fellowship®. This timeline is as follows:
  - July 9, 2021: Ingham County will release a request for proposals on for the local operator of the Lansing/Ingham Peacemaker Fellowship®
  - July 29, 2021: Written responses to the RFP will be due to Ingham County Purchasing Department
  - August 2-13, 2021: Interview component of RFP process will be conducted
  - August 20, 2021: Final decision to select non-profit operator will be made
  - September 7, 2021: Resolution to authorize an agreement between Ingham County and the local operator of the Lansing/Ingham Peacemaker Fellowship® will be submitted to the Ingham County Board of Commissioners by in order to be voted upon by the appropriate committees and full BOC by September 28, 2021
  - August 15 – October 15, 2021: Contracts will be issued and executed with local operator, Michigan Public Health Institute (evaluator) and Advance Peace (national advisor/trainer).
  - October 15, 2021 – December 31, 2024: First three years of Lansing/Ingham Peacemaker Fellowship®

**ALTERNATIVES**

N/A

**FINANCIAL IMPACT**

\$25,000

**STRATEGIC PLANNING IMPACT**

This resolution supports the commitment of the Ingham County Board of Commissioners to continue work that targets violent offenders, high level drug dealers, gang activity, and gun violence (Goal A, Strategy 1, Task x of the 2018-2022 Update to the Strategic Plan and Action Plan.)

**OTHER CONSIDERATIONS**

N/A

**RECOMMENDATION**

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



Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO UTILIZE AMERICAN RESCUE PLAN FUNDS TO IMPLEMENT  
COMMUNITY-DESIGNED RAPID RESPONSE GUN VIOLENCE INTERRUPTION PLAN AND  
AUTHORIZE AGREEMENT WITH COAT OF MANY COLORS COUNSELING SERVICES AND  
THE VILLAGE LANSING THROUGH OCTOBER 1, 2021**

WHEREAS, H.R. 1319 of the 117<sup>th</sup> Congress, also known as the American Rescue Plan Act of 2021 became law on March, 11, 2021; and

WHEREAS, *Subtitle M – Coronavirus State and Local Fiscal Recovery Funds* of the American Rescue Plan provides funding to metropolitan cities, nonentitlement units of local government, and counties to mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19); and

WHEREAS, eligible uses of the American Rescue Plan funds include:

- (A) to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- (B) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the metropolitan city, nonentitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
- (C) for the provision of government services to the extent of the reduction in revenue of such metropolitan city, nonentitlement unit of local government, or county due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, nonentitlement unit of local government, or county prior to the emergency;
- (D) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, Ingham County will receive \$56,796,438 in American Rescue Plan funds in two separate tranches of \$28,398,219, the First Tranche Amount was received on May 20, 2021 and the Second Tranche Amount not earlier than 12 months after the first tranche payment is received; and

WHEREAS, the United States Department of the Treasury issued an Interim Final Rule further defining eligible uses to address disparities in public health outcomes to include evidence-based community violence intervention programs to prevent violence and mitigate the increase in violence during the pandemic; and

WHEREAS, Ingham County Health Department (ICHD) tracks rates of violent crime, including fatal and non-fatal shootings, and lifts community voices about the impacts of shooting and other violent crime on residents' physical, social, emotional, mental, and financial health; and

WHEREAS, from 2012 through 2019, the rate of increase of violent crime rates in Ingham County far surpassed statewide and national trends, with violent crime rates trending downward in Michigan and in the United States overall but upward in Ingham County; and



WHEREAS, gun violence has been identified as a top concern in several resident focus groups starting in 2015; and

WHEREAS, due to financial and social impacts of the COVID-19 pandemic, fatal shootings in Ingham County doubled from 2019 to 2020 and non-fatal shootings more than quadrupled; and

WHEREAS, fatal shootings in 2021 are on track to be 400% higher than in 2019, with at least one fatal shooting occurring every other week on average; and

WHEREAS, non-fatal shootings in 2021 are on track to be 800% higher than in 2019, with an average of three non-fatal shootings occurring every day in Ingham County from January 1 through June 30, 2021; and

WHEREAS, a gun violence memorial was created in 2015 at <https://gunmemorial.org/MI/lansing> in order to put a face on these statistics, to help others understand the ripple effects of each shooting and the impacts on friends and families; and

WHEREAS, residents have consistently voiced the need for effective, non-policing gun violence interruption approaches, trauma-informed supports for victims and witnesses, non-violent conflict resolution, and other healing, liberation-centered and restorative approaches designed to end the cycle of violence in Ingham County communities; and

WHEREAS, residents have consistently explained that over-policing and disproportionate incarceration of Black/African American and Hispanic/Latinx people accelerates the cycle of violence as those individuals are driven further into illegal forms of financial survival and illegal job markets upon release from jail or prison; and

WHEREAS, the cycle of violence continues when young people accumulate criminal records due to court costs, fines and fees, lost wages, imputed child support during incarceration, and future sanctions on employment, federal grants and loans for college education, housing assistance, and food benefits through the Supplemental Nutritional Assistance Program (SNAP); and

WHEREAS, more than 90% of shooters involved in fatal and non-fatal shootings in Ingham County are never charged with the crime, with hundreds of “cold cases” that have gone unsolved in Ingham County, with no justice for victims’ families, and a strong potential for retaliation; and

WHEREAS, between 2018 and 2021 ICHD convened and participated in numerous listening sessions to hear from families and individuals impacted by gun violence and over-policing; and

WHEREAS, between 2018 and 2021 ICHD convened dialogue sessions with impacted residents and officials from Sparrow Health System, City of Lansing Mayor’s Office and Department of Neighborhoods & Citizen Engagement, Ingham County Prosecutor’s Office, Lansing Police Department, Ingham County Sheriff’s Office, Lansing School District, and several community-based organizations and national gun violence prevention and interruption specialists; and

WHEREAS, these sessions led to the September 2020 assessment visit with Mr. DeVone Boggan, CEO of the national Advance Peace organization, where residents and officials were able to learn about the Peacemaker Fellowship® and consider its implementation in Ingham County; and



WHEREAS, Ingham County will release in July 2021 a request for proposals for the grassroots operator of the Lansing/Ingham Peacemaker Fellowship ®; and

WHEREAS, October 1, 2021 is the tentative launch date for the Fellowship, which is the earliest possible date to complete the selection process and issuance and full execution of contracts for the Fellowship operator (to be determined), evaluator (Michigan Public Health Institute), and national technical assistance provider (Advance Peace); and

WHEREAS, due to the rapid escalation of youth-involved shootings during the second quarter of 2021, with a total of 23 fatal shootings to date; and

WHEREAS, after six young people were shot in crowded public parks during the weeks of June 7 and June 14, community partners and residents convened on June 14 and began conferring with youth and families involved in the recent shootings to design a “Rapid Response” plan; and

WHEREAS, the Rapid Response plan has been partially implemented from June 14, 2021 to June 30, 2021, and requires additional resources for full implementation; and

WHEREAS, the grassroots organizations and agencies involved in implementing the Rapid Response Plan include Ingham County Health Department, The Village Lansing, Mikey23Foundation, City of Lansing Department of Neighborhoods & Citizen Engagement, and Coat of Many Colors Counseling Services; and

WHEREAS, the Rapid Response plan includes the following critical services and outreach components:

- 1) Non-police, culturally competent, trauma-informed social worker supports for victims, witnesses, impacted families and friends, and shooters
- 2) Mediation services from non-police, trusted individuals already working with young people in the community who are trained and experienced in non-violent conflict resolution approaches
- 3) Non-police de-escalation supports from trusted individuals already working with young people in the community, including but not limited to temporary re-location assistance for those at the center of violent conflicts
- 4) Outreach and engagement to promote the availability of these services and supports; and

WHEREAS, Ingham County Health Department wishes to contract with Coat of Many Colors Counseling Services and The Village Lansing in order to fully implement the Rapid Response plan described above.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes use of up to \$25,000 of American Rescue Plans funds to implement the Rapid Response Plan described above.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with the Coat of Many Colors Counseling Services in an amount up to \$5,000 for education and outreach to impacted communities and to fill any temporary gaps in health plan coverage for direct services for individual and/or group counseling sessions.



BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with The Village Lansing in an amount up to \$18,000 for education and outreach to impacted communities, non-violence conflict resolution mediation services and non-police de-escalation supports.

BE IT FURTHER RESOLVED, that these agreements shall be for the period of July 1, 2021 through October 1, 2021.

BE IT FURTHER RESOLVED, that Ingham County Board of Commissioners authorizes Ingham County Health Department to utilize up to \$2,000 for additional outreach and engagement to impacted communities to promote the availability of these services and supports.

BE IT FURTHER RESOLVED, that the Controller's Office will ensure the requests are eligible for American Rescue Plan funding.

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

BE IT FURTHER RESOLVED, that the Chairperson of the 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.



July 6, 2021

TO: Finance Committee

FROM: Michael A. Townsend, Budget Director

RE: Financial Reserve Status

In 2002, the Board of Commissioners adopted a policy on financial reserves. The purpose of the policy is to maintain adequate financial reserves so as to provide for the stable operation of the county government; to assure that the county's financial obligations will be met; and to assure continuation of a strong credit rating. Reserves addressed in the policy are the General Fund, the Budget Stabilization Fund, and the Public Improvement Fund.

**RESERVE STATUS AS OF 12/31/20**

The reserves in the Budget Stabilization Fund, General Fund, and Public Improvement Fund as of 12/31/20 total \$28.1 million. This equates to 10.1% of the \$278.7 million in total budgeted expenditures for 2021. As of 12/31/20 the General Fund has \$10.3 million more than the policy's minimum target and the Public Improvement Fund has \$1.9 million more than the policy minimum. The Budget Stabilization Fund is \$238,530 below its minimum target level.

The policy requires that the County Controller annually advise the Finance Committee of the status of the balances in the funds, and as appropriate, provide recommendations for maintaining the balance at appropriate levels.

Attached please find a copy of the policy, and an analysis of funds as required. The analysis shows:

- The balance in the Budget Stabilization Fund as of 12/31/20 is \$10.8 million, or 12.7% of the average of the last five years' General Fund budgets. It is below the desired minimum of 13%. The maximum allowable amount as defined by policy is 15%. Since the adoption of the financial reserve policy, the Board of Commissioners has generally maintained the percentage at around 14%. It should be noted that Public Act 169 of 2016 increased the legally allowed maximum to 20%.
- The unassigned balance in the General Fund as of 12/31/20 is \$14.6 million, or 17% of the previous year's total General Fund expenditures. The desired minimum is 5%, or \$4.3 million. Last year's balance at the time of the analysis was \$16.3 million. Overall, General Fund revenues were down substantially due to the effects Covid-19 and expenditures were mild but resulted in the decrease of fund balance.
- The balance in the Public Improvement Fund as of 12/31/20 is \$2.8 million. It is \$1.8 million above the minimum desired level of \$868,813, which is equivalent to 1/10 mill of the property tax levy. The Public Improvement Fund is used for major capital improvements to county facilities, which includes more than 750,000 square feet of facility space for offices, courts, and clinics; the jail, and parks properties.



## **GENERAL FUND BALANCE THROUGH 2021**

The amended 2020 budget had assumed the use of \$6.3 million in General Fund unreserved fund balance. The actual change in General Fund unreserved balance decreased by only \$1.7 million (from \$16.3 to \$14.6 million.) The 2020 expenses finished the year at \$7.5 million below budget.

The 2021 amended budget assumes the use of \$59 thousand in General Fund surplus. The 2022 budget use of fund balance is not anticipated.

## **RECOMMENDATIONS**

- Although it is currently below its historical level of 14% of the General Fund budget, the Budget Stabilization Fund is also below the minimum target. With the continual effects on the General Fund balance due to the pandemic for the next few years, a minimal transfer to the Budget Stabilization Fund of \$300,000 is being recommended to restore the minimum target.
- Due to the continual annual need for CIP projects the Public Improvement Fund is projected fall below our minimum target. Therefore, a transfer of \$1,500,000 to the Public Improvement Fund is being recommended. This will allow for 2022 capital projects (\$1,658,757) is budgeted in 2021), however it will maintain the targeted amount.
- It is planned that the 2022 Controller Recommended Budget will not include a use of fund balance.

## **SUMMARY**

A transfer of \$1.2 million is recommended as part of this year's Financial Reserve Policy Review. As currently projected, the General Fund unassigned reserves could be \$12.7 million at the end of 2021. The \$12.7 million should be sufficient to cover any use of fund balance resulting from further pandemic and historical expenses or revenue shortfalls. The \$12.7 million represents 14.8% of the previous year's (2020) General Fund expenditures. The \$10.8 million in the Budget Stabilization Fund will be increased slightly to maintain the minimum target.

These significant reserves would still allow Ingham County to sustain our bond rating, address ongoing revenue uncertainties, and allow the county to continue to adjust a relatively insignificant portion of the fund balance to offset unanticipated shortfalls during the fiscal year.

Another reason for Ingham County to maintain a relatively high fund balance in the General Fund and the Budget Stabilization Fund is to address cash flow issues. As of 2007, the County collects its General Fund property tax revenue in July, therefore, this revenue is not available until eight or nine months after the start of the fiscal year. Maintaining our current level of reserves provides additional cash. If these reserves were not available, the County would be forced to issue tax anticipation notes in order to continue operations until the taxes are collected.

Please contact me if you have any questions.

cc: Gregg A. Todd  
Jared Cypher  
Teri Morton  
Tori Meyer



<b>GENERAL FUND</b>	
12/31/20 Unassigned Balance	14,601,914
12/31/20 Minimum Target (5% of 2020 GENERAL FUND expenses)	4,306,294
12/31/20 Unassigned Balance as a % of 2020 Expenses	17.0%
12/31/20 Surplus in Relation to Minimum Target	10,295,620
12/31/21 Projected Balance	14,543,115
2021 Proposed Transfer from Fund Balance	(1,800,000)
12/31/21 Proposed Unassigned Fund Balance	12,743,115
12/31/21 Minimum Target (5% of 2020 GENERAL FUND expenses)	4,306,294
2021 Proposed Unassigned Balance as % of 2020 Expenses	14.8%
Surplus in Relation to Minimum Target	8,436,821

<b>BUDGET STABILIZATION FUND (GENERAL FUND Restricted)</b>	
12/31/20 Balance	10,787,365
Minimum Target (13% of last 5 years' GENERAL FUND Budgets)	11,025,895
Maximum Target (15% of last 5 years' GENERAL FUND Budgets)	12,722,187
Amount Below Minimum Target	(238,530)
Amount Below Maximum Target	(1,934,822)
Target %	12.7%
Proposed Transfer in from General Fund	300,000
12/31/21 Proposed Balance	11,087,365
Surplus in Relation to Minimum Target	61,470
Amount Below Maximum Target	(1,634,822)
Target %	13.1%

<b>PUBLIC IMPROVEMENT FUND (in GENERAL FUND Assigned)</b>	
12/31/20 Balance	2,752,083
Minimum Target (1/10 mill of the property tax levy)	868,813
2020 Surplus in Relation to Minimum Target	1,883,270
2021 Budgeted Use of Fund Balance	(1,658,757)
12/31/21 Projected Balance	224,513
Proposed Transfer in from General Fund	1,500,000
12/31/21 Proposed Balance	1,724,513
Minimum Target (1/10 mill of the property tax levy)	868,813
2021 Surplus in Relation to Minimum Target	855,700



Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION ADOPTING A POLICY ON FINANCIAL RESERVES**

RESOLUTION #02-017

WHEREAS, it is in the best interests of the Ingham County government; its taxpayers, and its residents to maintain sufficient financial reserves to provide for the stable operation of the county government; to assure that the county's financial obligations will be met; and to assure continuance of a strong credit rating; and

WHEREAS, it has been recommended by the County Controller and the county's financial consultants that a policy be adopted establishing the desired level of financial reserves that are appropriate to provide for the stable operation of the county government; to assure that the county's financial obligations will be met; and to assure continuance of a strong credit rating; and

WHEREAS, the Board of Commissioners is committed to maintaining its financial reserves at an appropriate level and to managing its expenditures as necessary to adjust to its revenues.

THEREFORE BE IT RESOLVED, that the County Board of Commissioners establishes the following goals for establishing and maintaining an appropriate level of financial reserves:

It is the goal of the County that the Budget Stabilization Fund be funded at the legal maximum of 15% of the average of the last five years' budgets, or 15% of the current year's budget, whichever is less; and that such balance be maintained at no less than 13%.

It is the goal of the County that the unreserved undesignated balance in the General Fund not be less than 5% of the total General Fund expenses of the preceding year.

It is the goal of the County to maintain sufficient reserves in the Public Improvement Fund to address annual needs for maintaining county facilities in an appropriate state of repair. The desired level of funding in this fund is determined to be 1/10 mill of the property tax levy.

The County Controller shall annually advise the Finance Committee of the status of the balances in the funds, and as appropriate, shall provide recommendations for maintaining the balances at appropriate levels.

FINANCE: Yeas: Grebner, Stid, Swope, Hertel

Nays: None Absent: Krause, Schafer, Minter Approved 1/16/02



Introduced by the Finance Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE BUDGET ADJUSTMENTS FOR 2021 BASED ON THE  
ANNUAL EVALUATION OF THE COUNTY'S FINANCIAL RESERVE POLICY**

WHEREAS, the Board of Commissioners has determined that it is in the best interests of the Ingham County government; its taxpayers, and its residents to maintain sufficient financial reserves to provide for the stable operation of the county government; to assure that the County's financial obligations will be met; and to assure continuance of a strong credit rating; and

WHEREAS, the Board of Commissioners, through Resolution #02-17 has adopted a Financial Reserve Policy to guide decisions regarding the maintenance of sufficient financial reserves; and

WHEREAS, the Financial Reserve Policy and the status of county reserves is to be reviewed on an annual basis; and

WHEREAS, such a review has been done by the Controller's Office, based on 2020 year end balances, and a report with recommendations has been given to the Finance Committee.

THEREFORE BE IT RESOLVED, that the 2021 budget be amended to authorize a transfers totaling \$1.8 million from the General Fund unassigned balance to the Public Improvements Fund in the amount of \$1,500,000 and to the Budget Stabilization Fund in the amount of \$300,000 in order to provide adequate funds for infrastructure maintenance and improvements and meet minimum targets.

BE IT FURTHER RESOLVED, that the Controller is authorized to make the necessary budget adjustments and transfers.



**TO:** Board of Commissioners County Services and Finance Committees  
**FROM:** Gregg Todd, Controller  
**DATE:** June 24, 2021  
**SUBJECT: RESOLUTION TO CREATE A DIVERSITY, EQUITY AND INCLUSION DIRECTOR POSITION**  
For the meeting agendas of July 20 and 21

---

**BACKGROUND**

Ingham County is addressing racism in the community by declared racism as a public health crisis through the passage of Resolution #20-254 and committing to achieving community-centered solutions to address the legacy of racial injustices faced by Black communities through the passage of Resolution #20-271 which established the Ingham County Racial Equity Taskforce RET).

Ingham County Government and our employees have long been active in Diversity, Equity, and Inclusion (DEI) activities through the Ingham County Cultural Diversity, Equity, and Inclusion Committee and Resolution #20-536, which requires all county employees to participate in the DEI training program.

The logical next step in the progression of DEI in Ingham County is to create a DEI Director position that will foster and grow the DEI work the County is doing and serve as a liaison to the community to advance the work of the RET.

**ALTERNATIVES**

Continue to address DEI in the county on an ad hoc basis.

**FINANCIAL IMPACT**

The proposed DEI Director position would be classified as MC Level 11 salary range of \$69,923.85 to \$83,930.39 and salary plus benefit range of \$130,571 to \$151,959. In 2021, we began receiving taxes on marijuana retail stores and microbusinesses through the passage of the Michigan Regulation and Taxation of Marihuana Act. Our 2021 marijuana tax revenue was \$308,015 and we find the irony of utilizing tax revenue on legalized marijuana to help address the disparities created in no small part by the incarnation of Black people for the illegal use of marijuana extremely fitting and apt. Therefore, we would propose funding the DEI Director position through marijuana tax revenue.

**OTHER CONSIDERATIONS**

None.

**RECOMMENDATION**

Respectfully recommend that the County Services and Finance Committees approve the resolution.



TO: Gregg Todd, Controller/Administrator

FROM: Joan Clous, Human Resources Specialist

DATE: June 9, 2021

RE: Memo of Analysis for the creation of a new position within the Controller's Office – DEI Director

---

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

1. The newly created position of DEI Director has been determined to fall within the scope of the MC jobs and was classified at a MC Level 11 (\$69,923.85 to \$83,930.39).

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

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



## **INGHAM COUNTY JOB DESCRIPTION**

### **Diversity, Equity & Inclusion Director**

#### **General Summary:**

Under the general direction of the Controller/Administrator the Diversity, Equity and Inclusion Director is responsible for coordinating and guiding efforts to define, understand, assess, foster, and cultivate diversity, equity, and inclusion efforts for Ingham County. This position will develop and oversee programs, services, initiatives, trainings, and organizational cultural realignment strategies designed to enhance workplace culture and quality of life in Ingham County. Will build relationships with LGBTQ+; immigrant and refugees; persons with disabilities, and Black, Indigenous People of Color. This position will serve as a liaison and develop diversity as an essential and core element of the mission of Ingham County. This position will implement the DEI Strategic Work Plan, develop and manage comprehensive county-wide DEI programming, and guide leadership and employees at every level of the County.

#### **Essential Functions:**

1. Researches, develops, recommends, and executes creative strategies to foster the organization's diversity goals.
2. Reviews current practices and policies, assessing and analyzing the extent to which they support or hinder the organization's diversity goals.
3. Collects and analyzes statistical data to evaluate the organization's population and workforce in accordance with diversity standards and goals.
4. Recommends training and development to aid diversity and retention initiatives.
5. Serves as organizational liaison with government agencies concerning equal employment opportunities.
6. Maintains knowledge of diversity-related issues, legislation, and best practices.
7. Provides and/or implements training and policy updates to colleagues, ensuring legal compliance by management and human resources staff.
8. Performs outreach and relationship-building with community groups/organizations and stakeholders, specifically those including protected classes. Serves as professional staff support to various committees, as assigned.
9. Assists in creating, developing, and implementing opportunities for community input events.
10. Represents Ingham County on community boards/committees and at special events, as assigned.
11. Researches and coordinates employee training events related to pertinent DEI topics.
12. Researches and presents recommendation to the Controller/Administrator/Department Heads/Court Administrators/Elected Officials regarding DEI best practices to facilitate the integration of DEI into all aspects of Ingham County operations.
13. In conjunction with Department Heads/Court Administrators/Elected Officials, cultivate a welcoming, diverse and inclusive culture throughout the county's internal and external community.
14. Maintains current knowledge of Federal, State, and local civil rights laws; principles of equal opportunity, fair housing laws, community resources, and the knowledge to make recommendations concerning the county's DEI work.
15. Possesses skill in analyzing, trending, and researching information and data, drafting reports and other documents and maintaining records and files.



**Other Functions:**

- Performs other duties as assigned.
- Must adhere to departmental standards in regard to confidentiality and other privacy issues.
- During a public health emergency, the employee may be required to perform duties similar to, but not limited, to those in his/her job description.

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

**Employment Qualifications:**

**Education:** Bachelor's degree in Social Science, a related field or equivalent.

**Experience:** 3 to 5 years' experience with diversity, equity and inclusion initiatives, training and other related tasks.

**Other Requirements:**

- Excellent verbal and written communication skills including proven dispute resolution skills.
- Excellent organizational skills and attention to detail.
- Strong analytical and problem-solving skills.

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

**Working Conditions:**

1. This position works in an indoor environment. There is no planned exposure to prominent lights, noises, odors, temperatures or weather conditions.
2. This position is required to travel for meetings and appointments.

**Physical Requirements:**

- This position requires the ability to sit, stand, walk, traverse, climb, balance, twist, bend, stoop/crouch, squat, kneel, crawl, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands or fingers.
- This position's physical requirements require little to no stamina in crawling and pinching.
- This position's physical requirements require periodic stamina in balancing, twisting, bending, stooping/crouching, squatting, and kneeling.
- This position's physical requirements require regular stamina in traversing, climbing, lifting, carrying, pushing, pulling, reaching, grasping, and handling.
- This position's physical requirements require continuous stamina in sitting, standing, walking, typing, and enduring repetitive movements of the wrists, hands or fingers.
- This position performs sedentary work requiring a negligible amount of effort in the physical requirements above.
- This position primarily requires close visual acuity to perform tasks within arm's reach such as: viewing a computer screen, using measurement devices, inspecting and assembling parts, etc.



- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.

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

***May 28, 2021***  
***MC***



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO CREATE A DIVERSITY, EQUITY, AND INCLUSION DIRECTOR POSITION**

WHEREAS, on June 9, 2020 the Ingham County Board of Commissioners approved Resolution #20-254 that declared racism as a public health crisis; and

WHEREAS, on June 23, 2020 the Ingham County Board of Commissioners approved Resolution #20-271 that established the Ingham County Racial Equity Taskforce; and

WHEREAS, on December 8, 2020 the Ingham County Board of Commissioners approved Resolution #20-536 requiring all Ingham County employees participate in the Diversity, Equity, and Inclusion (DEI) Training Program; and

WHEREAS, the Ingham County Commissioners recognize the need to expand and formalize the role DEI plays in Ingham County Government by creating a DEI Director position reporting to the Controller/Administrator; and

WHEREAS, the responsibilities of the DEI Director would include coordinating and guiding efforts to define, understand, assess, foster, and cultivate diversity, equity, and inclusion efforts for Ingham County, develop and oversee programs, services, initiatives, trainings, and organizational cultural realignment strategies designed to enhance workplace culture and quality of life in Ingham County; and

WHEREAS, the DEI Director position will be classified as an MC Level 11 (salary range of \$69,923.85 to \$83,930.39); and

WHEREAS, the DEI Director position will be funded through taxes on marijuana retail stores and microbusinesses through the passage of the Michigan Regulation and Taxation of Marihuana Act.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the addition creation of a DEI Director position under the direction of the Controller/Administrator.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Controller/Administrator to make the necessary budget transfers and changes to the Approved Position List as authorized by this resolution.



**TO:** County Services and Finance Committees

**FROM:** Teri Morton, Deputy Controller

**DATE:** July 2, 2021

**SUBJECT:** Bond Resolution: Capital Improvements Bond, Series 2021

For the meeting agendas of July 20 and 21

**BACKGROUND**

The 2021 budget included a recommendation to fund some major capital projects through the issuance of debt. The projects, listed below, have a total estimated cost of \$2.86 million.

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

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

**FINANCIAL IMPACT**

The last debt payment for the Grady Porter Building will be paid off in 2021, which will free up around \$840,000 in general fund dollars beginning in 2022. This debt will be financed over five years, with the first payment to be made in 2022. Principle and interest payments of approximately \$655,000 are anticipated through 2026.

**OTHER CONSIDERATIONS**

The Resolution of Intent to Authorize Publication of Notice of Intent and to Declare Intent to Reimburse was passed by the Board of Commissioners on February 23, 2021 (R21-091).

**RECOMMENDATION**

I respectfully recommend approval of the resolution.



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**BOND RESOLUTION**

**Capital Improvement Bonds, Series 2021**

RESOLUTION # 21-\_\_\_\_

At a regular meeting of the Board of Commissioners of the County of Ingham, Michigan,  
held on the 27th of July, 2021, at 6:30 p.m., Michigan time.

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

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

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

WHEREAS, the Board of Commissioners of the County (the "Board") does hereby  
determine that it is necessary to finance part of the cost of County of Ingham, Michigan (the  
"County") capital improvements including, but not limited to (i) repair of the County Courthouse  
Clock Tower, (ii) demolition of the County Annex Building, (iii) acquisition, installation,  
replacement and upgrade of the Veterans Memorial Courthouse and Grady Porter Building fire  
alarm panels and access control systems, (iv) tunnel remediation improvements between the  
County Hilliard Building and County Courthouse, (v) acquisition, installation, replacement and  
upgrade of the security door entrances to the County Courthouse, and (vi) other improvements,  
costs and expenses related to the County's 2021 Improvement Program (collectively, the  
"Project"); and



WHEREAS, the cost of the Project is estimated not to exceed \$3,200,000; and

WHEREAS, the Board has determined to issue bonds and to use the proceeds of the sale of the bonds to finance part of the cost of the Project.

THEREFORE, BE IT RESOLVED by the Board as follows:

1. AUTHORIZATION OF BONDS-- PURPOSE. Bonds of the County in the principal amount of not to exceed \$3,200,000 shall be issued and sold for the purpose of defraying part of the cost of the Project, including the cost of issuing the bonds.

2. BOND DETAILS. The bonds shall be designated "Capital Improvement Bonds, Series 2021"; shall be dated their date of delivery or such other date determined upon the sale thereof determined by order of the County Clerk or the County Controller/Administrator (in either case the "Authorized Officer"); shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof; shall bear interest at a rate or rates not exceeding 4.00% per annum to be determined upon the sale thereof payable on May 1, 2022 or such other date as determined by order of the Authorized Officer, and semiannually thereafter on the first day of November and May in each year; and shall mature on May 1 in each of the following years:



<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2022	\$620,000	2025	\$650,000
2023	635,000	2026	655,000
2024	640,000		

If the original purchaser shall designate certain of the bonds as term bonds, the maturities set forth above shall become mandatory redemption requirements in accordance with the provisions of Section 6 and the form of bond set forth in Section 11.

In accordance with the Notice of Sale, the County has reserved the right to decrease the principal amount of the bonds. Such adjustment, if necessary, will be made in increments of \$5,000, and may be made in one or more maturities.

3. METHOD OF SALE. The County shall sell the bonds at not less than 99% nor more than 110% of their par value and accrued interest in accordance with the laws of the State of Michigan. The Authorized Officer is authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the bonds in accordance with the provisions of this Bond Resolution. The Authorized Officer is authorized to make filings with the Department of Treasury of the State of Michigan as may be required by law or which may be deemed appropriate. The County shall receive bids for the purchase of the bonds after publication of the Notice of Sale substantially in the form set forth in Section 25 hereof with such changes as shall be approved by the Authorized Officer.

4. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the bonds to the bond registrar and paying agent as they severally mature. Interest shall be paid to the registered owner of each bond as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address.



5. BOOK-ENTRY SYSTEM. Initially, one fully-registered bond for each maturity, in the aggregate amount of such maturity, shall be issued in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC") for the benefit of other parties (the "Participants") in the book-entry-only transfer system of DTC. In the event the County determines that it is in the best interest of the County not to continue the book-entry system of transfer or that the interests of the holders of the bonds might be adversely affected if the book-entry system of transfer is continued, the County may notify DTC and the bond registrar and paying agent, whereupon DTC will notify the Participants of the availability through DTC of bond certificates. In such event, the bond registrar and paying agent shall deliver, transfer and exchange bond certificates as requested by DTC and any Participant or "beneficial owner" in appropriate amounts in accordance with this Bond Resolution. DTC may determine to discontinue providing its services with respect to the bonds at any time by giving notice to the County and the bond registrar and paying agent and discharging its responsibilities with respect thereto under applicable law or the County may determine that DTC is incapable of discharging its duties and may so advise DTC. In either such event, the County shall use reasonable efforts to locate another securities depository. Under such circumstances (if there is no successor securities depository), the County and the bond registrar and paying agent shall be obligated to deliver bond certificates in accordance with the procedures established by this Bond Resolution. In the event bond certificates are issued, the provisions of this Bond Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the County and the bond registrar and paying agent to do so, the County and the bond registrar and paying agent shall cooperate with DTC in taking appropriate action after reasonable notice to make available one or more separate certificates evidencing the bonds to any Participant having bonds credited to its DTC account or to arrange for another securities depository to maintain custody of certificates evidencing the bonds.

Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect



to the principal of, interest on and redemption premium, if any, on the bonds and all notices with respect to the bonds shall be made and given, respectively, to DTC as provided in the Blanket Issuer Letter of Representations between DTC and the County. The Authorized Officer is authorized to sign the Blanket Issuer Letter of Representations on behalf of the County in such form as the Authorized Officer deems necessary or appropriate in order to accomplish the issuance of the bonds in accordance with law and this Bond Resolution.

6. MANDATORY PRIOR REDEMPTION. If any of the bonds are designated by the original purchaser as term bonds such bonds shall be subject to mandatory prior redemption at par and accrued interest in accordance with the maturity schedule set forth in Section 2 hereof and upon the terms and conditions set forth in the form of bonds contained in Section 11 hereof. The bonds to be redeemed shall be selected by lot.

7. NO OPTIONAL REDEMPTION. The bonds shall not be subject to optional redemption prior to maturity.

8. BOND REGISTRAR AND PAYING AGENT. The Authorized Officer shall designate, and may enter into an agreement with, a bond registrar and paying agent for the bonds that shall be a bank or trust company located in the State of Michigan that is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Authorized Officer may from time to time as required designate a similarly qualified successor bond registrar and paying agent. Alternatively, the County Treasurer may serve as bond registrar and paying agent for the bonds if the Authorized Officer determines it is in the best interest of the County.

9. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The bonds shall be executed in the name of the County by the manual or facsimile signatures of the Chairperson of the Board and the County Clerk and authenticated by the manual signature of the bond registrar and paying agent or an authorized representative of the bond registrar and paying



agent, and the seal of the County (or a facsimile thereof) shall be impressed or imprinted on the bonds. After the bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the County Treasurer to the purchaser upon receipt of the purchase price. Additional bonds bearing the facsimile signatures of the Chairperson of the Board and the County Clerk and upon which the seal of the County (or a facsimile thereof) is impressed or imprinted may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of bonds. The bond registrar and paying agent shall indicate on each bond the date of its authentication.

10.       EXCHANGE AND TRANSFER OF BONDS. Any bond, at the option of the registered owner thereof and upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or its duly authorized attorney, may be exchanged for bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered bond.

Each bond shall be transferable only upon the books of the County, which shall be kept for that purpose by the bond registrar and paying agent, upon surrender of such bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or its duly authorized attorney.

Upon the exchange or transfer of any bond, the bond registrar and paying agent on behalf of the County shall cancel the surrendered bond and shall authenticate and deliver to the transferee a new bond or bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered bond. If, at the time the bond registrar and paying agent authenticates and delivers a new bond pursuant to this section, payment of interest on the bonds is in default, the bond registrar and paying agent shall endorse upon the new bond the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is [insert applicable date]."

The County and the bond registrar and paying agent may deem and treat the person in whose name any bond shall be registered upon the books of the County as the absolute owner of such bond, whether such bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such bond and for all other purposes, and all payments made to any such registered owner, or upon its order, in accordance with the provisions of Section 4 of this Bond Resolution shall be valid and effectual to satisfy and discharge the liability upon such



bond to the extent of the sum or sums so paid, and neither the County nor the bond registrar and paying agent shall be affected by any notice to the contrary. The County agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating the registered owner.

For every exchange or transfer of a bond, the County or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds that have been selected for redemption, if applicable.

11.        FORM OF BONDS. The bonds shall be in substantially the following form, with such changes thereto as approved by the Authorized Officer within the parameters of this Bond Resolution:



R-\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF MICHIGAN

COUNTY OF INGHAM

CAPITAL IMPROVEMENT BOND, SERIES 2021

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
%	_____, 1, 20__	_____, 2021	

Registered Owner:

Principal Amount:

The County of Ingham, State of Michigan (the "County"), acknowledges itself indebted to and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the maturity date specified above, [unless redeemed prior thereto] as hereinafter provided, upon presentation and surrender of this bond at the [principal][corporate][designated] trust office of \_\_\_\_\_, \_\_\_\_\_, Michigan, the bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolution (as hereafter defined), and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15<sup>th</sup> day of the calendar month preceding the month in which an interest payment is due, by check or draft drawn upon and mailed by the bond registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount until the County's obligation with respect to the payment of such Principal Amount is discharged, at the rate per annum specified above. Interest is payable on the first day of May and November in each year, commencing [May 1, 2022]. Principal and interest are payable in lawful money of the United States of America. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

This bond is one of a series of bonds aggregating the principal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) issued by the County under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act No. 34, Public Acts of Michigan, 2001, as amended) and a bond authorizing resolution adopted by the Board of Commissioners of the County (the "Resolution") for the purpose of defraying part of the cost of County capital improvements including, but not limited to (i) repair of the County Courthouse Clock Tower, (ii) demolition of the County Annex Building, (iii) acquisition, installation, replacement and upgrade of the Veterans Memorial Courthouse and Grady Porter



Building fire alarm panels and access control systems, (iv) tunnel remediation improvements between the County Hilliard Building and County Courthouse, (v) acquisition, installation, replacement and upgrade of the security door entrances to the County Courthouse, and (vi) other improvements, costs and expenses related to the County's 2021 Improvement Program (collectively, the "Project").

The County has irrevocably pledged its full faith and credit for the prompt payment of the principal of and interest on this bond as the same become due. The principal of and interest on this bond are payable as a first budget obligation of the County from its general funds. The ability of the County to raise such funds is subject to applicable constitutional and statutory limitations on the taxing power of the County. The amount of taxes necessary to pay the principal of and interest on the bonds of this series, together with the taxes levied for the same year, shall not exceed the limit authorized by law.

This bond is transferable, as provided in the Resolution, only upon the books of the County kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or its attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds that have been selected for [redemption].

#### MANDATORY PRIOR REDEMPTION

Bonds maturing in the year \_\_\_\_ are subject to mandatory prior redemption at par and accrued interest as follows:

<u>Redemption Date</u>	<u>Principal Amount of Bonds to be Redeemed</u>
------------------------	---

(REPEAT IF MORE THAN ONE TERM BOND)

Bonds or portions of bonds to be redeemed by mandatory redemption shall be selected by lot.



NO OPTIONAL REDEMPTION

The bonds are not subject to optional redemption prior to maturity.

[Not less than thirty but not more than sixty days' notice of redemption shall be given to the Registered Owners of bonds called to be redeemed by mail to each Registered Owner at the registered address. Failure to receive notice of redemption shall not affect the proceedings for redemption. Bonds or portions of bonds called for redemption shall not bear interest on and after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.]

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of the County, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County of Ingham, Michigan, by its Board of Commissioners, has caused this bond to be executed in its name by manual or facsimile signatures of its Chairperson of the Board of Commissioners and County Clerk and its seal (or a facsimile thereof) to be impressed or imprinted hereon. This bond shall not be valid unless the Certificate of Authentication has been manually executed by the bond registrar and paying agent or an authorized representative of the bond registrar and paying agent.

COUNTY OF INGHAM

By: \_\_\_\_\_  
Chairperson, Board of Commissioners

(SEAL)

And: \_\_\_\_\_  
Clerk



CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Resolution.

\_\_\_\_\_,  
Bond Registrar and Paying Agent

By: \_\_\_\_\_  
Authorized Representative

AUTHENTICATION DATE:



## ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

\_\_\_\_\_

(please print or type name, address and taxpayer identification number of transferee) the within bond and all rights thereunder and hereby irrevocably constitutes and appoints

\_\_\_\_\_

attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed: \_\_\_\_\_

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.



12. DEBT SERVICE FUND. There shall be established for the bonds a debt service fund which shall be kept in a separate bank account. From the proceeds of the sale of the bonds there shall be set aside in the debt service fund any accrued interest received from the original purchaser of the bond at the time of delivery of the bonds. Premium, if any, shall be set aside in either the debt service fund or the construction fund established in Section 13 as directed by an Authorized Officer. Funds of the County to be used to pay the principal and interest on the bond when due shall be placed in the debt service fund and so long as principal or interest on the bonds shall remain unpaid, no moneys shall be withdrawn from such debt service fund except to pay principal and interest on the bonds.

13. CONSTRUCTION FUND. The remainder of the proceeds of the sale of the bonds shall be set aside in a construction fund and used solely to defray the cost of the Project, including any engineering, legal and other expenses incidental thereto. Any unexpended balance of the proceeds of the sale of the bonds remaining in the construction fund after completion of the Project shall be deposited in the debt service fund established in Section 12 hereof.

14. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity, the principal of, premium if any, and interest on the bonds or any portion of the bonds, shall have been deposited in trust, this Bond Resolution shall be defeased with respect to such bonds and the owners of the bonds shall have no further rights under this Bond Resolution except to receive payment of the principal of, premium if any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein.



15.       PLEDGE OF FULL FAITH AND CREDIT. The full faith and credit of the County are pledged hereby to the payment of the principal and interest on the bonds authorized by this Bond Resolution. Each year the County shall include in its budget as a first budget obligation an amount sufficient to pay such principal and interest as the same shall become due. The ability of the County to raise such funds is subject to applicable constitutional and statutory limitations on the taxing power of the County. The amount of taxes necessary to pay the principal of and interest on the bonds, together with the taxes levied for the same year, shall not exceed the limit authorized by law.

16.       ESTIMATES OF PERIOD OF USEFULNESS AND COST. The estimate of not to exceed \$3,200,000 as the cost of the Project and of five (5) years and upwards as the period of usefulness thereof, as submitted to the Board, are approved and adopted.

17.       TAX COVENANT. The County covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") necessary to assure that the interest on the bonds will be and will remain excludable from gross income for federal income tax purposes.

18.       NOT QUALIFIED TAX-EXEMPT OBLIGATIONS. The bonds are not "Qualified Tax-Exempt Obligations" as described in Section 265(b)(3)(B) of the Code.

19.       REPLACEMENT OF BONDS. Upon receipt by the County Treasurer of proof of ownership of an unmatured bond, of satisfactory evidence that the bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the County Treasurer, the County Treasurer may authorize the bond registrar and paying agent to deliver a new executed bond to replace the bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured bond is lost, apparently destroyed or wrongfully taken, the County Treasurer may authorize the bond registrar and paying agent to pay the bond without presentation upon the receipt of the same documentation required for the delivery of a replacement bond. The bond registrar and paying agent, for each new bond delivered or paid without presentation as provided above, shall require



the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the County in the premises. Any bond delivered pursuant to the provisions of this Section 19 in lieu of any bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the bond in substitution for which such bond was delivered.

20. APPROVAL OF MICHIGAN DEPARTMENT OF TREASURY. The issuance and sale of the bonds is subject to approval being granted therefor by the Department of Treasury of the State of Michigan in accordance with Act No. 34, Public Acts of Michigan, 2001, as amended, if the County is unable to obtain qualified status from the Department of Treasury. The Authorized Officer or the Chairperson of the Board is hereby authorized to file with the Department of Treasury, if necessary, an application for approval with respect to the bonds and pay such fees and request such waivers and exemptions as may be necessary or desirable in connection with the filing.

21. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS. The Chairperson of the Board, the County Clerk, the County Treasurer, the County Controller/Administrator and all other officials of the County are also authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer and exchange of bonds in accordance with this Bond Resolution. The County shall receive bids for the purchase of the bonds after publication of the Notice of Sale substantially in the form set forth in Section 25 hereof which such changes as shall be approved by the Authorized Officer.

22. INVESTMENT OF MONEYS. Moneys in the Construction Fund and the Debt Service Fund may be invested in United States government obligations or obligations the principal of and interest on which are guaranteed by the United States government or in interest bearing time deposits. Any money so invested shall be in obligations or deposits maturing prior to the estimated date that such moneys will be needed for the purposes of the fund in which such moneys invested have been deposited.



23.       OFFICIAL STATEMENT. The Authorized Officer is hereby authorized to cause the preparation of an official statement for the bonds for purposes of compliance with Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended (the "Rule") and to do all other things necessary to comply with the Rule. After the award of the bonds, the County will provide copies of a "final official statement" (as defined in paragraph (e)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the winning bidder or bidders to enable such bidder or bidders to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. The Authorized Officer is authorized to enter into such agreements as may be required to enable the purchasers to comply with the Rule.

24.       CONTINUING DISCLOSURE. The County Controller/Administrator and the County Treasurer have each been authorized severally and jointly to execute and deliver in the name of and on behalf of the County (i) a certificate of the County to comply with the requirement for a continuing disclosure undertaking of the County pursuant to subsection (b)(5) of the Rule and (ii) amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The County has covenanted and agreed that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The remedies for any failure of the County to comply with and carry out the provisions of the Continuing Disclosure Certificate shall be as set forth therein.

25.       NOTICE OF SALE. The Notice of Sale for the bonds shall be published in accordance with law in a publication to be selected by the Authorized Officer and shall be in substantially the following form with such changes as shall be approved by the Authorized Officer.



OFFICIAL NOTICE OF SALE

\$3,200,000\*

\*(subject to adjustment as described below)

COUNTY OF INGHAM, STATE OF MICHIGAN  
CAPITAL IMPROVEMENT BONDS, SERIES 2021

SEALED BIDS for the purchase of the above bonds will be received by an agent of the undersigned by the Municipal Advisory Council of Michigan (the "MAC") until \_\_\_\_\_ a.m., Eastern Daylight Time, on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, at which time said bids will be publicly opened and read. Signed bids may be submitted to the MAC by email only at [munibids@macmi.com](mailto:munibids@macmi.com), but no bid will be received after the time for receiving bids specified above and the bidder bears all risks of transmission failure.

IN THE ALTERNATIVE: Bids may be submitted electronically via PARITY pursuant to this Notice on the same date and until the same time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice, the terms of this Notice shall control. For further information about PARITY, potential bidders may contact PFM Financial Advisors LLC at (734) 994-9700 or PARITY at (212) 849-5021.

BOND DETAILS: The bonds will be fully registered bonds of the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof, dated the date of their delivery, and will bear interest from their date payable on May 1, 2022, and semi-annually thereafter.

The bonds will mature on the first day of May as follows (provided, however, that the amounts set forth below may be adjusted as described under "ADJUSTMENT IN PRINCIPAL AMOUNT" herein):

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2022	\$620,000	2025	\$650,000
2023	635,000	2026	655,000
2024	640,000		

TERM BOND OPTION: The winning bidder of the bonds may designate any one or more maturities as term bonds and the consecutive maturities which shall be aggregated in the term bonds. Any such designation must be made within 24 hours of the sale.

PRIOR REDEMPTION:

A. MANDATORY REDEMPTION. Bonds designated as term bonds shall be subject to mandatory redemption at par and accrued interest on the dates and in the amounts corresponding



to the annual principal maturities hereinbefore set forth. The bonds or portions of bonds to be redeemed shall be selected by lot.

B. NO OPTIONAL REDEMPTION. The bonds are not subject to optional redemption prior to maturity.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at a rate or rates not exceeding 4.00% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/100 of 1%, or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. The interest rate borne by bonds maturing in any one year shall not be less than the interest rate borne by bonds maturing in the preceding year. The difference between the highest and lowest interest rates on the bonds shall not exceed two percentage points. No proposal for the purchase of less than all of the bonds or at a price less than 99% nor more than 110% of their par value will be considered. The true interest cost on the bonds shall not exceed 4.00%.

BOOK-ENTRY-ONLY: The bonds will be issued in book-entry-only form as one fully-registered bond per maturity and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of \$5,000 or any integral multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. The book-entry-only system is described further in the preliminary official statement for the bonds.

BOND REGISTRAR AND PAYING AGENT: The bonds shall be payable as to principal in lawful money of the United States upon surrender thereof at the [principal][corporate][designated] trust office of \_\_\_\_\_, \_\_\_\_\_, Michigan the bond registrar and paying agent. Interest shall be paid to the registered owner of each bond as shown on the registration books at the close of business on the 15<sup>th</sup> day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address. As long as DTC, or its nominee Cede & Co., is the registered owner of the bonds, payments will be made directly to such registered owner. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the bonds is the responsibility of DTC participants and indirect participants as described in the preliminary official statement for the bonds. The County from time to time as required may designate a successor bond registrar and paying agent.

PURPOSE AND SECURITY: The bonds are to be issued pursuant to the provisions of Act 34, Public Acts of Michigan, 2001, as amended, to defray all or part of County capital improvements including, but not limited to (i) repair of the County Courthouse Clock Tower, (ii) demolition of the County Annex Building, (iii) acquisition, installation, replacement and upgrade of the Veterans Memorial Courthouse and Grady Porter Building fire alarm panels and access control systems, (iv) tunnel remediation improvements between the County Hilliard Building and County Courthouse, (v) acquisition, installation, replacement and upgrade of the security door



entrances to the County Courthouse, and (vi) other improvements, costs and expenses related to the County's 2021 Improvement Program (collectively, the "Project"). The full faith and credit of the County have been irrevocably pledged to the prompt payment of the principal of and interest on the bonds. The ability of the County to raise such funds is subject to applicable constitutional and statutory limitations on the taxing power of the County. The amount of taxes necessary to pay the principal of and interest on the bonds of this series, together with the taxes levied for the same year, shall not exceed the limit authorized by law.

ADJUSTMENT IN PRINCIPAL AMOUNT: Following receipt of bids and prior to final award, the County reserves the right to decrease the principal amount of the bonds. Such adjustment, if necessary, will be made in increments of \$5,000, and may be made in one or more maturities. The purchase price will be adjusted proportionately to the decrease in the principal amount of the bonds, but the interest rates specified by the winning bidder will not change. The winning bidder may not withdraw its bid as a result of any changes made as provided in this paragraph.

AWARD OF BONDS: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost to the County. True interest cost shall be computed by determining the annual interest rate (compounded semiannually) necessary to discount the debt service payments on the bonds from the payment dates thereof to \_\_\_\_\_, 2021, and to the price bid.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Dickinson Wright PLLC, attorneys of Lansing, Michigan, Bond Counsel, the original of which will be furnished without expense to the purchaser at the delivery of the bonds. The fees of Dickinson Wright PLLC for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to the validity of the bonds, Dickinson Wright PLLC has made no inquiry as to any financial information, statements or material contained in any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds and, accordingly, will not express any opinion with respect to the accuracy or completeness of any such financial information, statements or materials.

TAX MATTERS: The approving opinion will include an opinion to the effect that under existing law as enacted and construed on the date of the initial delivery of the bonds, the interest on the bonds is excluded from gross income for federal income tax purposes. Interest on the bonds is not an item of tax preference for purposes of the federal alternative minimum tax. The opinion set forth above will be subject to the condition that the County comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the bonds in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the bonds to be included in gross income retroactive to the date of issuance of the bonds. The County has covenanted to comply with all such requirements. The opinion will express no opinion regarding other federal tax consequences arising with respect to the bonds.

The County has not designated the bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code.



If the winning bidder will obtain a municipal bond insurance policy or other credit enhancement for the bonds in connection with their original issuance, the winning bidder will be required, as a condition of delivery of the bonds, to certify that the premium therefor will be less than the present value of the interest expected to be saved as a result of such insurance or other credit enhancement. The form of an acceptable certificate will be provided by bond counsel.

In addition, the approving opinion will include an opinion to the effect that under existing law as enacted and construed on the date of the initial delivery of the bonds, the bonds and the interest thereon are exempt from all taxation by the State of Michigan or a political subdivision thereof, except estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.

**ISSUE PRICE:** The winning bidder shall assist the County in establishing the issue price of the bonds and shall execute and deliver to the County at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the bonds, together with the supporting pricing wires or equivalent communications, substantially in the form provided by Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the County and Bond Counsel. All actions to be taken by the County under this Notice of Sale to establish the issue price of the bonds may be taken on behalf of the County by the County's municipal advisor identified herein and any notice or report to be provided to the County may be provided to the County's municipal advisor.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the bonds) will apply to the initial sale of the bonds (the "competitive sale requirements") because:

- (1) the County is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the County anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the County anticipates awarding the sale of the bonds to the bidder who submits a firm offer to purchase the bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the bonds, as specified in the bid.

In the event that competitive sale requirements are satisfied, the winning bidder shall be expected to certify as to the reasonably expected initial offering price of the bonds to the public.



In the event that the competitive sale requirements are not satisfied, the County shall so advise the winning bidder. The County shall treat (i) the first price at which 10% of a maturity of the bonds (the "10% test") is sold to the public as of the sale date as the issue price of that maturity and (ii) the initial offering price to the public as of the sale date of any maturity of the bonds not satisfying the 10% test as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the County if any maturity of the bonds satisfies the 10% test as of the date and time of the award of the bonds. Any maturity of the bonds (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) that does not satisfy the 10% test as of the date and time of the award of the bonds shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that any maturity of the bonds is subject to the hold-the-offering-price rule. Bidders should prepare their bids on the assumption that some or all of the maturities of the bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the bonds.

By submitting a bid, each bidder confirms that, except as otherwise provided in its bid, it has an established industry reputation for underwriting new issuances of municipal bonds, and, further, the winning bidder shall (i) confirm that the underwriters have offered or will offer the bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the bonds, that the underwriters will neither offer nor sell unsold bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the County when the underwriters have sold 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the sale date.

The County acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the bonds to the public, the agreement of



each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to comply with the hold-the-offering-price rule if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to comply with the hold-the-offering-price rule if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) "public" means any person other than an underwriter or a related party,
- (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the bonds to the public),
- (iii) a purchaser of any of the bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as



applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

- (iv) "sale date" means the date that the bonds are awarded by the County to the winning bidder.

**CUSIP:** CUSIP numbers will be imprinted on all bonds of this issue at the County's expense. Neither the failure to print numbers nor an improperly printed number shall constitute cause for the purchaser to refuse to accept delivery. The purchaser shall be responsible for requesting assignment of numbers and for payment of any charges for the assignment of numbers.

**OFFICIAL STATEMENT:** A copy of the County's official statement relating to the bonds may be obtained by contacting PFM Financial Advisors LLC at the address referred to below. The official statement is in a form deemed final by the County for purposes of paragraph (b)(1) of SEC Rule 15c2-12 (the "Rule"), but is subject to revision, amendment and completion in a final official statement.

After the award of the bonds, the County will provide on a timely basis 50 copies of a final official statement, as that term is defined in paragraph (f)(3) of the Rule, at the County's expense to enable the winning bidder or bidders to comply with paragraphs (b)(3) and (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. Requests for such additional copies of the final official statement shall be made to PFM Financial Advisors LLC at the address set forth below within 24 hours of the award of the bonds.

**CONTINUING DISCLOSURE:** In order to assist bidders in complying with paragraph (b)(5) of the Rule, the County will undertake, pursuant to a resolution adopted by its governing body and a continuing disclosure certificate, to provide annual reports and notices of certain events. A description of these undertakings is set forth in the preliminary official statement and will also be set forth in the final official statement.

**BIDDER CERTIFICATION: NOT "IRAN-LINKED BUSINESS":** By submitting a bid, the bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act No. 517, Public Acts of Michigan, 2012; MCL 129.311 et seq.

**DELIVERY OF BONDS:** The County will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC, New York, New York. The usual closing documents, including a continuing disclosure certificate and a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of the delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, Eastern Daylight Time, on the 45<sup>th</sup> day following the date of sale, or the first business day thereafter if said 45<sup>th</sup> day is not a business day, the winning bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned, in which event the County shall return the good faith deposit. Payment for the bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery.



REGISTERED MUNICIPAL ADVISORS: Further information regarding the bonds may be obtained from PFM Financial Advisors LLC, 555 Briarwood Circle, Suite 333, Ann Arbor, Michigan 48108, Telephone (734) 994-9700, Fax (734) 994-9710, municipal advisor to the County.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES containing the bids should be plainly marked "Proposal for Bonds."

Gregg A. Todd  
County Controller/Administrator  
County of Ingham



26.        CONFLICTING RESOLUTIONS.   All resolutions and parts of resolutions,  
insofar as they are in conflict herewith, are rescinded.

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

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

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

RESOLUTION DECLARED ADOPTED.



STATE OF MICHIGAN                    )  
  )ss  
COUNTY OF INGHAM                 )

I, the undersigned, the Clerk of the County of Ingham, Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted at a regular meeting of the Board of Commissioners of said County held on the 27th day of July, 2021, the original of which resolution is on file in my office. I further certify that notice of said meeting was given in accordance with the provisions of the Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this \_\_\_\_ day of July, 2021.

\_\_\_\_\_  
Clerk, County of Ingham