

CHAIRPERSON  
BRYAN CRENSHAW

VICE-CHAIRPERSON  
VICTOR CELENTINO

VICE-CHAIRPERSON PRO-TEM  
ROBIN NAEYAERT

**FINANCE COMMITTEE**  
MARK GREBNER, CHAIR  
TODD TENNIS  
BRYAN CRENSHAW  
MARK POLSDOFER  
EMILY STIVERS  
ROBERT PEÑA  
RANDY SCHAFER

**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, NOVEMBER 2, 2022 AT 6:00 P.M., IN CONFERENCE ROOM A, HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING AND VIRTUALLY AT <https://ingham.zoom.us/j/89160266022>.

Agenda

Call to Order

Approval of the [October 19, 2022](#) Minutes

Additions to the Agenda

Limited Public Comment

1. Treasurer's Office
  - a. [3rd Quarter](#) Investment Report
  - b. Foreclosing Governmental Unit Report of Real Property [Foreclosure Sales](#)
2. Sheriff's Office – Resolution to Authorize a Contract with [Deb Hart Yoga](#) and Meditation, LLC
3. Homeland Security and Emergency Management
  - a. Resolution to Authorize a Contract with the State of Michigan Accepting the FY 2022 [Homeland Security Grant](#) Program Funds and Making Ingham County the Fiduciary Agent for Michigan Homeland Security Region 1
  - b. Resolution to Authorize a Contract with [West Shore Services Inc.](#) for the Purpose of Upgrading the Outdoor Warning Siren Controller Computer at the Ingham County 9-1-1 Dispatch Center
4. Prosecutor's Office – Resolution to Authorize an Extension of the Coronavirus Emergency Supplemental Funding Grant from the [Michigan State Police](#) to the Ingham County Prosecuting Attorney's Office
5. Circuit Court
  - a. Resolution to Accept the FY 2023 Michigan [Mental Health Court](#) Program Grant, Continue the Grant Funded Full-Time Mental Health Court-Court Services Coordinator Position, and Authorize Subcontracts
  - b. Resolution to Accept the FY 2023 [Swift and Sure Sanctions Probation](#) Program Grant, Continue the Grant Funded Three-Quarter Time SSSPP Case Management Coordinator Position, and Authorize Subcontracts
6. Circuit Court – Juvenile Division – Resolution to Authorize Project Change Request with [i3-Imagesoft, LLC](#)

7. Probate Court – Resolution to Authorize Entry into Project Change Request No. 22702 of the Statement of Work No. 21771 with [Imagesoft Corporation](#) for the Probate Court Imaging Project
8. 55<sup>th</sup> District Court
  - a. Resolution to Accept a Grant Award from the Michigan Supreme Court State Court Administrative Office - Michigan [Mental Health Court Grant](#) Program (SCAO-MMHCGP), Continue a Probation Officer Position, and Authorize Subcontracts for 55<sup>th</sup> District Court
  - b. Resolution to Accept a Grant Award from the Michigan Supreme Court's State Court Administrative Office - Michigan [Drug Court Grant](#) Program and Authorize Subcontracts for 55<sup>th</sup> District Court
9. Friend of the Court – Resolution Authorizing a Contract with [Child and Family Charities](#) for the Access and Visitation Grant Program
10. Animal Control and Shelter
  - a. Resolution to Approve the Purchase of a 2023 [Ford Explorer Police Interceptor](#) for Ingham County Animal Control and Shelter
  - b. Resolution to Create a Second Lead [Animal Control Officer](#) Designation
  - c. Resolution to Approve the Creation of a [Veterinarian Assistant and Veterinarian](#) Position for Ingham County Animal Control and Shelter
11. 9-1-1 Dispatch Center – Resolution to Authorize the Use of a [Facility/Station Dog](#) at the Ingham County 9-1-1 Center
12. Tri-County Office on Aging – Resolution to Extend the Current Tri-County Office on Aging [Lease Agreement](#)
13. MSU Extension Office – Resolution to Authorize an Agreement with Michigan State University Extension Services to Approve the 2023 [Annual Work Plan](#)
14. Parks Department
  - a. Resolution to Authorize the Acceptance of the Project Agreement for a Land and Water Conservation Fund Grant LW#26-01860 for Burchfield Trail/Cabin Development – [McNamara Landing](#)
  - b. Resolution to Authorize the Acceptance of the Project Agreement for a Land and Water Conservation Fund Grant #LW26-01857 for [Hawk Island Park](#)
  - c. Resolution to Authorize the Consolidation of [City of Lansing Projects](#) TR028 and TR071
  - d. Resolution to Authorize a Contract with [Spicer Group, Inc.](#) for Prime Professional Services for Various Projects
15. Health Department
  - a. Resolution to Authorize a 2022-2023 [AmeriCorps State Grant](#)
  - b. Resolution to Extend the Agreement with [Illinois Public Health Institute's](#) Dash Program
  - c. Resolution to Accept Continuation of COVID-19 [Regional Health Equity Council](#) Backbone Organization Grant
  - d. Resolution to Authorize an Agreement with [Henry Ford College](#)
  - e. Resolution to Accept Funding from the [Michigan Primary Care Association](#) for Year 3 Participation in the Michigan Network for Oral Health Integration Project
  - f. Resolution to Authorize an Agreement with Ingham County [AmeriCorps Vista Program](#)

16. Financial Services Department – Resolution to Approve a Contract with [Gabriel, Roeder, Smith & Company](#) to Conduct an Actuary Evaluation of the Retiree Health Care Plan and Provide Annual Governmental Accounting Standards Board Reports
17. Innovation & Technology Department
  - a. Resolution to Approve Renewal of Support from [Core Technology](#)
  - b. Resolution to Approve the Invoice for Renewing [CourtView](#) Support Services
18. Human Resources Department – Resolution to Approve UAW TOPS Unit and MC [Reclassification](#) Requests
19. Controller/Administrator's Office – Pursuant to MCL 15.268 (1)(h) Consult with Counsel, to Consider Material Exempt from Discussion or Disclosure by State or Federal Statute (*Closed Session*)
20. Board Referrals
  - a. Notice of Public Information Meeting from the [East Lansing](#) Downtown Development Authority (DDA) for Thursday, October 27, 2022
  - b. City of [East Lansing](#) Assessing Officers Report for Industrial Facility Exception Certificates for 2022

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  
October 19, 2022  
Draft Minutes

Members Present: Grebner, Crenshaw (Arrived at 6:01 p.m.), Peña, Polsdofer, Schafer, Stivers, and Tennis.

Members Absent: None.

Others Present: Joel Hathon, Bill Fowler, Gregg Todd, Michael Townsend, Scott Hendrickson, and others.

The meeting was called to order by Chairperson Grebner at 6:00 p.m. in Conference Room A of the Human Services Building, 5303 S. Cedar Street, Lansing, Michigan. Virtual Public participation was offered via Zoom at <https://ingham.zoom.us/j/89160266022>.

Approval of the October 5, 2022 Minutes

CHAIRPERSON GREBNER STATED, WITHOUT OBJECTION, MINUTES OF THE OCTOBER 5, 2022 FINANCE COMMITTEE MEETING WERE APPROVED AS WRITTEN.  
Absent: Commissioner Crenshaw.

Additions to the Agenda

Substitute –

4. Animal Control and Shelter – Resolution to Approve the Creation of an Animal Control Officer Position
7. Environmental Affairs Commission – Resolution to Create an Environmental Sustainability Manager Position

Limited Public Comment

None.

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

1. Sheriff's Office – Resolution to Authorize an Interlocal Agreement with the City of Lansing for the 2022 Local JAG Grant
2. Circuit Court – Juvenile Division
  - a. Resolution to Accept the Michigan Drug Court Grant Program for the Ingham County Family Recovery Court
  - b. Resolution to Authorize an Agreement with Rite of Passage – Safe Passage



- c. Resolution to Authorize a Statement of Work with Imagesoft for the Purchase of Scanners
3. Public Defenders Office
    - a. Resolution to Approve an Agreement with the City of East Lansing for Its Local Share Contribution under the County's Michigan Indigent Defense Commission 2022-2023 Compliance Plan
    - b. Resolution to Approve an Agreement with the City of Lansing for Its Local Share Contribution under the County's Michigan Indigent Defense Commission 2022-2023 Compliance Plan
  4. Animal Control and Shelter – Resolution to Approve the Creation of an Animal Control Officer Position
  5. Equalization/Tax Mapping – Resolution to Approve the 2022 Apportionment Report
  6. Michigan Rehabilitation Services – Resolution to Authorize a Cooperative Cash Match Agreement with Michigan Rehabilitation Services
  8. Parks Department – Resolution to Authorize the Transfer of Wages to Equipment Repair Line Item 9. Potter Park Zoo
    - a. Resolution to Authorize an Agreement with PepsiCo for Beverage Services at Potter Park Zoo
    - b. Resolution to Authorize an Agreement with HMK Landscaping for Tree Felling Services at Potter Park Zoo
  10. Health Department
    - a. Resolution to Amend the Agreement with Walgreens to Update the Definition of Covered Entity Location and Add Store #21186 to the 340B Drug Discount Program
    - b. Resolution to Authorize an Agreement with PROCeU for Behavioral Wellness Seminar
    - c. Resolution to Accept Contract Funds from Mid-State Health Network
    - d. Resolution to Change Position #601043 (Community Health Representative II) from 1.0FTE to 0.50FTE
    - e. Resolution to Accept FY 2023 Child and Adolescent Health Center Program Funds
    - f. Resolution to Accept FY 2023 MIKIDS NOW Funds
    - g. Resolution to Issue a Purchase Order to Foresight for the Signage Project at Allen Community Health Center
    - h. Resolution to Authorize an Agreement with Iron Mountain, Inc. to Remove Off-Site Storage Records
    - i. Resolution to Authorize Agreements with Kids Health Connection to Act as the Fiduciary/Payee for Agency Funding
  11. Innovation & Technology Department
    - a. Resolution to Approve Pluralsight Staff Training from CDWG
    - b. Resolution to Approve Redundant Internet Service Provided by Lumen

- c. Resolution to Approve Security Cameras for Youth Center Provided by KnightWatch
- 12. Facilities Department
  - a. Resolution to Authorize a Purchase Order to Seelye Group Ltd., to Replace the Carpet in Courtroom 5 and Judge's Suite at the Veterans Memorial Courthouse
  - b. Resolution to Authorize an Agreement with Laux Construction for Security Improvements at the Ingham County Family Center
- 13. Road Department – Resolution to Amend an Engineering Design Services Contract with DLZ Michigan, Inc. for the Holt Road Bridge over Doan Creek (SN 3869)
- 14. Controller/Administrator's Office – Ingham County 2023 General Appropriations Resolution

Commissioner Crenshaw arrived at 6:01 p.m.

THE MOTION CARRIED UNANIMOUSLY.

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

- 7. Environmental Affairs Commission – Resolution to Create an Environmental Sustainability Manager Position

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

Commissioner Schafer stated that he was in support of the Environmental Sustainability Manager position. He further stated that the job description included eleven essential functions, but believed that there was more that could be included.

Commissioner Schafer stated that there was a tremendous amount of information that was readily available, but that it took time to assemble the information. He further stated that he would like to add that the position attends meetings and be involved with Tri County Regional Planning Commission.

Commissioner Schafer stated that Tri County Regional Planning was a tremendous organization that was involved with ground water, and environmental issues. He further stated that Ingham County has a household hazardous waste operation which could be greatly promoted.

Commissioner Schafer stated that he would like to add that Gary Rowe, Sanitarian, had helped implement ground water testing which had not been done since 1988. He further stated that the changes of water quality were essential to the Saginaw aquifer.

Commissioner Schafer stated that he believed that it was important to maintain communication with staff and the Board of Commissioners to remain cognizant. He further stated that the last

point he would like to include, was that the individual in the position exhibits conscious behavior.

Chairperson Grebner stated that the essential duties were not part of the resolution, but rather the job description.

Commissioner Crenshaw stated that the functions would have to be scored by Human Resources to determine if there would be an additional increase in pay. He further stated that he would request that the additions go to Human Resources and come back before the next Board of Commissioners meeting for consideration.

Commissioner Tennis stated that he appreciated Commissioner Schafer for bringing the additional points, however, he believed that most of the points were already included in the essential job functions as written. He further stated that there was a little more specificity provided, but the job description already indicated collaboration with departments, external groups and the public.

Commissioner Tennis stated that the job description also already included developing strategic partnership with other governments, universities, and utilities. He further stated that the description further included serving as a liaison between County, Federal and State agencies as well as communicating environmental policy to internal and external groups.

Commissioner Tennis stated that he believed that much if it was already part of the job description. He further stated that while he appreciated Mr. Rowe's efforts, he was hesitant to include a specific individual's name in a job description.

Commissioner Tennis stated that he believed that the last two points Commissioner Schafer included went a little too into the weeds, and were more traits that Ingham County looked for when selecting an individual for the position. He further stated that while he appreciated the enhanced specificity, he did not believe that he would support the additions at this time.

Chairperson Grebner stated that the Finance Committee might be looking to find a procedure in which the recommendations were sent to Human Resources and brought back for further consideration. He further stated that Commissioner Tennis had brought up a great point and that Mr. Rowe's position would continue even after his retirement.

Commissioner Schafer stated that he agreed and believed that the inclusion of Mr. Rowe should be removed.

Commissioner Peña stated that while he was not an official member, he did attend Tri County Regional Planning Commission meetings. He further stated that the Tri County Regional Planning Commission was working on an interactive database that would be forthcoming shortly.

Chairperson Grebner stated that they were discussing how to handle Commissioner Schafer's recommendations. He further stated that he would recommend that Commissioner Schafer's suggestions be referred to Human Resources and be brought back for the next meeting.

MOVED BY COMM. PEÑA TO REFER THE MATTER TO HUMAN RESOURCES.

Commissioner Schafer stated that he agreed with Chairperson Grebner and did not want to delay the process further.

THE MOTION DIED DUE TO LACK OF SUPPORT.

**Commissioner Crenshaw stated that he would recommend that the matter be sent to Human Resources and expedited so that it could be included for consideration at the next Board of Commissioners meeting.**

Chairperson Grebner stated that Commissioner Crenshaw's recommendation was direction for staff.

THE MOTION CARRIED UNANIMOUSLY.

#### Announcements

Commissioner Peña stated that the Tri County Office on Aging had an excellent financial seminar program that addressed issues such as fraud. He further stated that he had previously attended a seminar and felt safer about his money.

Commissioner Peña stated that the next seminar event would occur on October 26, 2022 at 10:00 a.m. at the Letts Community Center.

#### Public Comment

None.

#### Adjournment

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

## NOVEMBER 2, 2022 FINANCE AGENDA STAFF REVIEW SUMMARY

### RESOLUTION ACTION ITEMS:

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

**2. Sheriff's Office – Resolution to Authorize a Contract with Deb Hart Yoga and Meditation, LLC**

This resolution will authorize a three-year contract to provide Trauma Centered Yoga at the Ingham County Jail in an amount not to exceed \$17,000 per year with Deb Hart Body Connection Yoga for the period of January 1, 2023 through December 31, 2025. The contract will automatically renew for two one-year extensions if desired by the county and agreed upon by the vendor. Funding for this contract is included in the Justice Millage programming budget.

See memo for details.

**3a. Homeland Security and Emergency Management – Resolution to Authorize a Contract with the State of Michigan to Accept the FY 2022 Homeland Security Grant Program Funds and Making Ingham County the Fiduciary Agent for Michigan Homeland Security Region 1**

This resolution will authorize entering into a contract with the State of Michigan to be the fiduciary agent for the FY 2022 Department of Homeland Security, Homeland Security Grant Program (HSGP), and the acceptance of \$775,833 for the time period of September 1, 2022 to May 31, 2025. It will also authorize entering into contracts with the following Region 1 partners receiving FY 2022 HSGP funding: County of Clinton, County of Eaton, County of Gratiot, County of Hillsdale, County of Ingham, County of Jackson, County of Lenawee, County of Livingston, County of Shiawassee, and the City of Lansing. This program provides funds to build capabilities at the state, local, tribal, and territorial levels, to enhance national resilience to absorb disruptions and rapidly recover from natural disasters and terrorist incidents. Grant funding will be used to purchase equipment and to provide training in the Homeland Security & Emergency Management field.

See memo for details.

**3b. Homeland Security and Emergency Management – Resolution to Authorize a Contract with West Shore Services Inc. for the Purpose of Upgrading the Outdoor Warning Siren Controller Computer at the Ingham County 9-1-1 Dispatch Center**

This resolution will authorize entering into a contract with West Shore Services Inc. to purchase one outdoor warning siren controller computer at a cost not to exceed \$5,475. Funding will be provided by the FY2020 Homeland Security Grant Funding. This purchase will upgrade the emergency alert and warning siren system in Ingham County that has been completed in phases with West Shore Services Inc. The siren system is controlled jointly with the City of Lansing, with the Ingham County 9-1-1 Center serving as the primary activation point and backups at the Ingham County Emergency Operations Center and City of Lansing Emergency Operations Center.

See memo for details.

**4. Prosecutor's Office** – *Resolution to Authorize an Extension of the Coronavirus Emergency Supplemental Funding Grant from the Michigan State Police to the Ingham County Prosecuting Attorney's Office*

This resolution will authorize a grant extension totaling \$166,374.37 with Michigan State Police for a period from June 1, 2021 through September 30, 2023. In May of 2021, the Michigan Department of State Police (MSP) received supplement funding from the Office of Justice Programs (OJP) under the Coronavirus Supplement Funding Program (CESF). As part of the 2021 CESF program, MSP accepted applications from county prosecutors' offices for funding to hire contractual personnel to address coronavirus related backlogs. The Ingham County Prosecutor's Office (ICPO) was awarded grant funding in June of 2021. Currently, ICPO uses this funding to employ two temporary assistant prosecuting attorneys. This month, ICPO received notice of eligibility for an extension of the current grant through September 30, 2023. This extension provides no additional funds. It simply allows for the continued expenditure of the 2021 original amount of \$166,374.37 past the original December 31, 2022 end date.

See memo for details.

**5a. Circuit Court** – *Resolution to Accept the FY 2023 Michigan Mental Health Court Program Grant, Continue the Grant Funded Full-Time Mental Health Court-Court Services Coordinator Position, and Authorize Subcontracts*

This resolution will authorize continuation of the Mental Health Court (MHC) Case Coordination Specialist position and the MHC Court Services Coordinator position for the Michigan Mental Health Court Grant Program – Operational Grant. This resolution will also approve entering into subcontracts for the same grant with mental health treatment services to be provided by CMHA/CEI; drug testing services to be provided by Averhealth; electronic monitoring services to be provided by JSG and/or Michigan Department of Corrections; ancillary services to be provided by Northwest Initiative; mental health services to be provided by Prevention and Training Services (PATs) and transitional housing to be provided by RISE Recovery Community or Pinnacle or other available vendors (collectively not to exceed \$174,820). The total amount of the grant is \$291,600, and the grant period is October 1, 2022 through September 30, 2023.

The goals of the Mental Health Court are to enhance community safety by responding to individuals who have committed non-violent felonies with supportive treatment and intensive supervision, to minimize recidivism, and to assist participants in achieving a positive legal outcome and maintaining a healthy lifestyle.

See memo for details.

**5b. Circuit Court** – *Resolution to Accept the FY 2023 Swift and Sure Sanctions Probation Program (SSSPP) Grant, Continue the Grant Funded Three-Quarter Time SSSPP Case Management Coordinator Position and Authorize Subcontracts*

This resolution will authorize the continuation of the three-quarter time Swift and Sure Sanctions Probation Program (SSSPP) Case Management Coordinator position for the Swift and Sure Sanctions Probation Program Grant which begins on October 1, 2022 and ends on September 30, 2023. It will also authorize entering into subcontracts for the same grant with defense attorneys; Wellness, Inx; NorthWest Initiative; CEI-CMH; RISE; Averhealth; JSG, and the Ingham County Jail (collectively not to exceed \$107,818). The total grant award is \$210,000.

The primary goal of the SSSPP is to increase compliance with probation terms by imposing certain, swift and consistent sanctions for probation violations which is consistent with Ingham County's long term objective of providing appropriate sanctions for adult offenders

See memo for details.

**6. Circuit Court – Juvenile Division – Resolution to Authorize Project Change Request with i3-Imagesoft, LLC**

This resolution will authorize Project Change Request #22663 from the original Statement of Work #21510 with i3-ImageSoft, LLC for a price not to exceed \$7,800. The Juvenile Division has been working with ImageSoft to build and implement a document management system through Statement of Work. ImageSoft submitted a Project Change Request citing a four week delay in the project due to third party access limitations. The Juvenile Division, ImageSoft and IT have met regularly to stay on time with the project despite the access limitations, but due to the four week delay and additional hours worked, ImageSoft is requesting additional compensation for an amount not to exceed \$7,800. This is a one-time cost and funds are available in the Juvenile Justice Millage fund balance for the expense.

See memo for details.

**7. Probate Court – Resolution to Authorize Project Change Request No. 22702 to the Statement of Work No. 21771 with Imagesoft Corporation for the Probate Court Imaging Project**

This resolution will approve amending ImageSoft's Statement of Work No. 2177I previously authorized under Resolution #22-124, through Project Change Request No. 22702, including a cost increase of \$17,055, in order to provide necessary training and adequate testing of the work-flow system prior to finalization. The Probate Court has contracted with ImageSoft to implement an imaging system as part of its commitment to increase and make uniform the utilization of imaging countywide. The total cost for the original Statement of Work was \$114,918, which was funded by the 2022 Michigan State Police – Coronavirus Emergency Supplement Funding Grant in the amount of \$88,724, with the remaining balance of \$26,194 to be paid from the Probate Court's Capital Improvement Project budget. The additional cost of \$17,055 is necessary due to technical issues associated with installation and loss of training time. Funding for this additional cost is available within the Probate Court's Capital Improvement Project budget.

See memo for details.

**8a. 55<sup>th</sup> District Court – Resolution to Authorize the Ingham County 55th District Court to Accept a Grant Award from the Michigan Supreme Court State Court Administrative Office - Michigan Mental Health Court Grant Program, Continue a Probation Officer Position, and Authorize Subcontracts**

This resolution will authorize a grant award in the amount \$436,978 from the Michigan Mental Health Court Grant Program (MMHCGP), administered by the State Court Administrative Office (SCAO). The grant funding supports one full-time probation officer assigned to the program, which is included in the 2023 budget.

The resolution will also authorize up to \$102,430 in Ingham County In-Kind funding and acknowledge \$33,876 CMHA-CEI Local Cash Contributions, resulting in a total Mental Health Court budget not to exceed \$573,284.

Subcontracts would also be authorized as follows:

1. Electronic Monitoring Services with Judicial Services Group – not to exceed a total of \$1,500
2. Substance Use Testing with Alcohol and Drug Administrative Monitoring (ADAM) – not to exceed a total of \$43,588
3. Mental Health Services with Community Mental Health Authority of Clinton, Eaton, and Ingham Counties - not to exceed \$339,186.

See memo for details.

**8b. 55<sup>th</sup> District Court – Resolution to Authorize the Ingham County 55th District Court to Accept a Grant Award from the Michigan Supreme Court’s State Court Administrative Office - Michigan Drug Court Grant Program and Authorize Subcontracts**

This resolution will authorize the acceptance of \$127,000 in grant funding from the Michigan Drug Court Grant Program (MDCGP), administered by the State Court Administrative Office (SCAO). The grant funding supports one full-time probation officer assigned to the program. Ingham County In-Kind funding supports one half-time probation officer assigned to the program. Both positions are included in the 2023 budget. The resolution will also authorize \$169,217 in Ingham County In-Kind funding and acceptance of future possible donations from the Ingham County Sobriety Court Foundation, resulting in a current total Sobriety Court budget of \$296,217. This resolution also recognizes a \$9,600 allocation of Ingham County In-Kind funding to the Ingham County Office of the Public Defender for representation of non-indigent Sobriety Court participants.

The resolution will also authorize subcontracts as follows:

1. Substance Abuse Testing with Alcohol and Drug Administrative Monitoring (ADAM) – not to exceed \$18,690
2. Evaluation and Counseling services with Cognitive Consultants – not to exceed \$32,552

See memo for details.

**9. Friend of the Court – Resolution Authorizing a Contract with Child and Family Charities for the Access and Visitation Grant Program**

This resolution will authorize a contract with Child and Family Charities in the amount for the Access and Visitation Grant Program in an amount not to exceed \$10,000 for the 2023 fiscal year, with two options to renew for two years, for a total of three years, at the discretion of the Friend of the Court. The Access and Visitation Grant program insures that parents within the Friend of Court/Circuit Court system have access to their children when the Court requires their parenting time to be supervised by a third person.

See memo for details.

**10a. Animal Control and Shelter – Resolution to Approve the Purchase of a 2023 Ford Explorer Police Interceptor for Ingham County Animal Control and Shelter**

This resolution will authorize the purchase of a 2023 Ford Explorer Police Interceptor for the Ingham County Animal Control and Shelter in an amount not to exceed \$46,000. Animal Shelter Millage funds will be used for the purchase. This will be an addition to the existing vehicle fleet to accommodate the additional Animal



Control Office scheduled for consideration by the Board of Commissioners at its October 25 meeting, and approved by the Law and Courts, County Services, and Finance Committees at the last round of meeting.

See memo for details.

**10b. Animal Control and Shelter – Resolution to Create a Second Lead Animal Control Officer Designation**

This resolution will approve creating a second lead Animal Control Officer to be paid a stipend of \$3,700 annually in addition to regular wages. The designation is being recommended in order to increase oversight in the daily operations of responding to calls for service regarding public safety and animal welfare. The Ingham County Animal Control and Shelter (ICACS) and the Capital City Labor Program (CCLP) will enter into a letter of agreement to create this designation. The additional cost will be funded by the Animal Shelter Millage.

See memo for details.

**10c. Animal Control and Shelter – Resolution to Approve the Creation of a Veterinarian Assistant and Veterinarian Position for Ingham County Animal Control and Shelter**

This resolution will approve the addition of a veterinarian assistant (CCLP AC Grade 2) and veterinarian (MC Grade 11) to the Ingham County Animal Control & Shelter (ICACS). In August, a millage was passed to fund the continued operation of ICACS. When this millage was proposed to the Board of Commissioners, part of the funding was intended to be used to create an additional veterinarian position and an additional veterinarian assistant position. The purpose of adding these positions is to expand services to the citizens of the County, including implementing a “trap, neuter, and release” (TNR) program designed to help control population of unowned cats in the community. The second veterinarian will also allow for more comprehensive daily care of animals, along with the establishment of a formal on-call system to ensure that shelter staff have a directed medical contact every day to address medical emergencies.

See memo for details.

**11. 9-1-1 Dispatch Center – Resolution to Authorize the Use of a Facility/Station Dog at the Ingham County 9-1-1 Center**

This resolution will authorize the use of a facility/station dog at the Ingham County 9-1-1 Center and transfer of ownership of that dog from K9 for Warriors to Ingham County. It will also authorize an expenditure of up to \$4,000 from the Emergency Telephone Dispatch Services 9-1-1 fund for the care of the facility/station dog. 9-1-1 Telecommunicators have a stressful job and are repeatedly exposed to traumatic events in the line of duty. K9s for Warriors is a non-profit veterans’ organization that partners with law enforcement and first responder agencies to provide reliable, high-quality K9s to provide emotional support to first responders who are repeatedly exposed to traumatic events in the line of duty. This dog can be a great enhancement to staff mental health support and has shown to be successful in many different arrangements. K9 for Warriors will provide the dog, training, crate, leash, vest, one year of preventative medicine, and toys free of charge. Corporate Counsel and the Michigan Municipal Risk Management Authority (MMRMA) have been consulted, and potential liability will be covered under the County’s policy.

See memo for details.

**12. Tri-County Office on Aging – Resolution to Extend the Current Tri-County Office on Aging Lease Agreement**

This resolution extends the current lease with Tri-County Office on Aging for their space at the Human Services Building through December 31, 2027. All other terms and conditions of the lease remain the same.

**13. MSU Extension Office – Resolution to Authorize an Agreement with Michigan State University Extension Services to Approve the 2023 Annual Work Plan**

This resolution authorizes entering into an annual Work Plan that includes a county assessment not to exceed \$299,667 with MSU Extension for the period of January 1, 2023 through December 31, 2023 for delivery of Extension services and education. Funding for this plan is included in the 2023 budget.

**14a. Parks Department - Resolution to Authorize the Acceptance of the Project Agreement for a Land and Water Conservation Fund Grant LW#26-01860 for Burchfield Trail/Cabin Development – McNamara Landing**

This resolution authorizes acceptance of a Land and Water Conservation Fund grant for accessibility improvements at the Burchfield Park which includes up to five new solar powered cabins, a 10-foot wide paved path, paved parking spaces for cabins, ramped canoe/kayak launches, a well, a pump house and distribution system, landscaping, and amenities. The grant will be awarded in the amount of \$500,000. The County's financial commitment is \$500,000 for a total project amount of \$1,000,000.

**14b. Parks Department - Resolution to Authorize the Acceptance of the Project Agreement for a Land and Water Conservation Fund Grant #LW26-01857 for Hawk Island Park**

This resolution authorizes a Land and Water Conservation Fund grant agreement for improvements at Hawk Island Park. The improvements will include removing an existing boardwalk along the northeast side of the pond, new floating docks with fishing extension, a 10-foot wide paved path, and amenities. The grant will be awarded in the amount of \$430,400. The County's financial commitment is \$430,400 for a total project amount of \$860,800.

**14c. Parks Department - Resolution to Authorize the Consolidation of City of Lansing Projects TR028 and TR071**

This resolution project TR028 (US 127 Pathways) and TR071 (Bear Lake Pathway) be combined into one project for accounting purposes as detailed in the attached Exhibit A. There is no additional financial impact from this request. This resolution authorizes a line item transfer of \$359,444.50 from line item 228-62800-967000-TR071 to line item 228-62800-967000-TR028 to consolidate two projects.

**14d. Parks Department - Resolution to Authorize a Contract with Spicer Group, Inc. for Prime Professional Services for Various Projects**

This resolution authorizes a contract with Spicer Group, Inc. for the base bid in the amount of \$80,100 to provide prime professional services for various projects at Lake Lansing Park North and Burchfield Park (McNamara Landing) and authorizes a contingency for the overall work not to exceed 15% of their base bid or \$12,015 including \$28,400 for soil borings for a total amount not to exceed \$120,515.

**15a. Health Department - Resolution to Authorize a 2022-2023 AmeriCorps State Grant**

This resolution accepts the Michigan Department of Labor and Economic Opportunity (MDLEO) FY22-23 AmeriCorps State Grant funding effective October 1, 2022 through September 30, 2023 in an amount not to exceed \$247,702. MDLEO has granted ICHD a 2022-2023 AmeriCorps State Grant of \$247,702, as the second year of a three-year funding cycle. A total of 16 AmeriCorps members will be placed in host sites selected through an RFP process.

**15b. Health Department - Resolution to Extend the Agreement with Illinois Public Health Institute's Dash Program**

This resolution extends the project period of funding accepted from the Illinois Public Health Institute (IPHI) as part of the Data Across Sectors for Health (DASH) program effective April 1, 2021 through December 31, 2022. Through Resolution #21-238, ICHD was granted funding from IPHI in an amount not to exceed \$10,000.

**15c. Health Department - Resolution to Accept Continuation of COVID-19 Regional Health Equity Council Backbone Organization Grant**

This resolution accepts continued funding for the COVID-19 Regional Health Equity Council Backbone Organization Grant from the Michigan Public Health Institute (MPHI) and the Michigan Department of Health and Human Services (MDHHS), effective October 1, 2022 through May 31, 2023 in an amount not to exceed \$366,325.

**15d. Health Department - Resolution to Authorize an Agreement with Henry Ford College**

This resolution authorizes an agreement with Henry Ford College to provide training and self-study opportunities for the four ICHD FOS staff to become Certified CHWs effective October 24, 2022 through December 14, 2022 in an amount not to exceed \$5,200.

**15e. Health Department - Resolution to Accept Funding from the Michigan Primary Care Association for Year 3 Participation in the Michigan Network for Oral Health Integration Project**

This resolution accepts funding from Michigan Primary Care Association (MPCA) for Year 4 participation in the Michigan Network for Oral Health Integration (MNOHI) Project effective September 1, 2022 through August 31, 2023 in an amount not to exceed \$22,000. The MNOHI Project focuses on integrating medical and dental care for CHCs' children 6-11 years of age and their families.

**15f. Health Department - Resolution to Authorize an Agreement with Ingham County AmeriCorps Vista Program**

This resolution authorizes an agreement to accept two AmeriCorps VISTA members through the Ingham County AmeriCorps VISTA Program effective September 25, 2022 through September 26, 2023 in an amount not to exceed \$18,228

**16. Financial Services Department – Resolution to Approve a Contract with Gabriel, Roeder, Smith & Company to Conduct an Actuary Evaluation of the Retiree Health Care Plan and Provide Annual Governmental Accounting Standards Board Reports**

This resolution approves an agreement with Gabriel, Roeder, Smith & Company for an actuarial evaluation of our Retiree Health Care Plan for 2021 as well as Governmental Accounting Standards Board (GASB) reports for 2022 and 2023.

See memo for details.

**17a. Innovation & Technology Department – Resolution to Approve Renewal of Support from Core Technology**

This resolution approves a renewal of software support for Core Technology's Multibridge and Talon software, which is used by the Sheriff's Office for critical access to LEIN data for officers.

The funding for the \$9,754 total will come from the County's Innovation and Technology Department's LOFT Fund.

See memo for details.

**17b. Innovation & Technology Department – Resolution to Approve the Invoice for Renewing CourtView Support Services**

This resolution approves the annual maintenance agreement for CourtView, which is software used by the Courts and Prosecuting Attorney's Office.

The funding for the \$170,232 total will come from the County's Innovation and Technology Department's LOFT Fund.

See memo for details.

**18. Human Resources Department – Resolution to Approve UAW TOPS Unit and MC Reclassification Requests**

This resolution approves UAW and an MC reclassification requests per the following:

<u>Position Number</u>	<u>Position Title</u>	<u>Action</u>
130024	Jury Clerk – Cir. Ct.	Move from UAW E to UAW I
130058	Jury Administration Coord. – Cir. Ct.	Move from UAW I to UAW J
142041	Enforcement Specialist – FOC	Move from UAW G to UAW I
142035	Enforcement Specialist – FOC	Move from UAW G to UAW I
140051	Executive Assistant to Office Coordinator	Move from MC 5 to MC 7

The financial impact associated with the proposed reclassifications is as follows:

<u>Position Title</u>	<u>2022 Current Grade, Step 5</u>	<u>2022 Proposed Grade, Step 5</u>	<u>Difference</u>
Jury Clerk – Cir. Ct.	UAW E: 46,050.88	UAW I: 57,683.02	11,632.14
Jury Admin. Coord.-Cir. Ct.	UAW I: 57,683.02	UAW J: 61,041.63	3,358.61
Enforcement Spec.	UAW G: 51,501.53	UAW I: 57,683.02	6,181.49
Enforcement Spec.	UAW G: 51,501.53	UAW I: 57,683.02	6,181.49
Exec Assist to Office Coord.	MC 5: 55,057.56	MC 7: 64,208.34	9,150.78
TOTAL:			36,504.51

See memo for details.

**PRESENTATION/DISCUSSION/OTHER ITEM:**

- 1a. Treasurer's Office - 3rd Quarter Investment Report**
- 1b. Treasurer's Office - Foreclosing Governmental Unit Report of Real Property Foreclosure Sales**
- 19. Controller/Administrator's Office – Pursuant to MCL 15.268 (1)(h) Consult with Counsel, to Consider Material Exempt from Discussion or Disclosure by State or Federal Statute (Closed Session)**
- 20a. Board Referrals - Notice of Public Information Meeting from the East Lansing Downtown Development Authority (DDA) for Thursday, October 27, 2022**
- 20b. Board Referrals - City of East Lansing Assessing Officers Report for Industrial Facility Exception Certificates for 2022**

**ALAN FOX**  
Ingham County Treasurer  
[www.ingham.org](http://www.ingham.org)  
[afox@ingham.org](mailto:afox@ingham.org)

**Rachel Piner**  
Chief Deputy Treasurer

Ingham County Courthouse  
P.O. Box 215  
Mason, MI 48854-0215  
(517) 676-7220

Veterans Memorial Courthouse  
313 W. Kalamazoo Street  
Lansing, MI 48933

TO: Ingham County Commission Finance Committee

FROM: Alan Fox, Ingham County Treasurer

Re: 2022 Third Quarter Investment Report

The report listing county pooled investments for the quarter ending September 30, 2022 is attached.

What the report does not include is that earnings on investments in the quarter totaled about \$175,000. I expect earnings in the fourth quarter to exceed \$800,000 and that similar earnings per quarter can be expected throughout 2023 and into 2024.

The pooled investment earnings are split monthly among the county's different funds based on the balances for that month in each fund.

Most of the investment instruments purchased pay interest twice a year. Interest rates began to increase substantially in April so new investments in April, May and June result in increased interest income in the fourth quarter.

**INGHAM COUNTY  
POOLED CASH AND INVESTMENTS  
9/30/2022**

	<b>PURCHASE DATE</b>	<b>MATURITY</b>	<b>INTEREST RATE</b>	<b>BALANCE SEPTEMBER 30, 2022</b>
<b>OPERATING BANK ACCOUNTS</b>				<b>3,969,373.94</b>
<b>CERTIFICATES OF DEPOSIT</b>				
LAFUCU	12/27/2020	12/27/2023	0.70	1,014,867.19
LAFUCU	12/27/2019	12/27/2022	2.15	1,000,000.00
MSUFCU	1/5/2022	1/5/2026	1.25	1,000,000.00
MSUFCU	12/22/2020	12/22/2023	0.80	1,000,000.00
MSUFCU	12/22/2020	12/22/2024	0.90	500,000.00
MSUFCU	6/2/2021	6/2/2025	1.10	1,000,000.00
MSUFCU	7/1/2022	7/1/2024	1.74	1,000,000.00
MSUFCU	7/2/2020	7/2/2024	1.25	1,000,000.00
MSUFCU	9/30/2022	3/30/2023	2.25	1,000,000.00
CHOICE ONE BANK	11/14/2021	11/14/2022	0.29	1,000,000.00
CIBC	8/18/2022	8/18/2023	2.85	1,000,000.00
CIBC	9/19/2022	9/19/2023	3.00	1,500,000.00
HORIZON BANK	8/22/2022	8/22/2023	3.03	1,000,000.00
INDEPENDENT BANK	6/27/2022	6/25/2023	1.40	2,000,000.00
FLAGSTAR BANK	10/17/2021	10/17/2022	0.20	3,000,000.00
FLAGSTAR BANK	6/15/2022	6/15/2023	2.30	2,000,000.00
FLAGSTAR BANK	6/15/2022	6/17/2024	2.70	2,000,000.00
FNB BANK	9/8/2022	6/8/2024	2.43	1,000,000.00
FNB BANK	9/13/2022	3/13/2024	2.02	1,000,000.00
<b>TOTAL CERTIFICATES OF DEPOSIT</b>				<b>24,014,867.19</b>
<b>RESERVE AND SAVINGS</b>				
LAFUCU			0.20	223,643.74
MSUFCU			0.72	507,346.49
DART			0.61	2,015,714.15
SMALL ACCOUNTS				27.19
MICHIGAN CLASS				61,243,584.43
MICHIGAN CLASS - EDGE FUND				1,264.90
<b>TOTAL RESERVE AND SAVINGS</b>				<b>63,991,580.90</b>

	<b>PURCHASE DATE</b>	<b>MATURITY</b>	<b>INTEREST RATE</b>	<b>BALANCE SEPTEMBER 30, 2022</b>
<b>FEDERAL AGENCY COUPON SECURITIES</b>				
Federal Farm Credit Bank	9/2/2020	8/25/2025	0.61	1,000,000.00
Federal Farm Credit Bank	11/19/2020	11/24/2025	0.60	2,000,000.00
Federal Home Loan Mort Corp	9/2/2020	3/17/2025	0.50	1,000,000.00
Federal Home Loan Mort Corp	9/10/2020	6/24/2024	0.41	1,000,000.00
Federal Home Loan Mort Corp	9/14/2020	9/30/2025	0.60	1,000,000.00
Federal Home Loan Bank	9/28/2020	10/5/2022	0.17	10,000,000.00
Federal Home Loan Bank	11/19/2020	12/1/2027	0.90	2,000,000.00
Federal Home Loan Mort Corp	10/8/2020	10/28/2026	0.75	1,000,000.00
Federal Home Loan Mort Corp	11/19/2020	5/28/2026	0.65	1,000,000.00
Federal Home Loan Bank	1/27/2021	1/29/2027	0.80	1,000,000.00
Federal Home Loan Bank	1/28/2021	11/17/2028	1.00	1,000,000.00
Federal Home Loan Bank	2/17/2021	2/22/2030	1.43	1,000,000.00
Federal Home Loan Bank	2/25/2021	9/17/2026	1.00	1,000,000.00
Federal Home Loan Bank	2/25/2021	3/3/2028	1.34	1,000,000.00
Federal Home Loan Bank	3/8/2021	3/30/2028	1.50	833,333.33
Federal Home Loan Bank	3/12/2021	3/29/2029	1.00	2,000,000.00
Federal Home Loan Bank	4/15/2021	7/15/2024	0.45	1,000,000.00
Federal Home Loan Bank	6/15/2021	6/15/2027	1.25	500,000.00
Federal Home Loan Bank	6/29/2021	7/20/2026	1.13	3,000,000.00
Federal Home Loan Bank	6/29/2021	1/22/2025	0.38	3,000,000.00
Federal Home Loan Bank	7/23/2021	8/19/2026	0.50	5,000,000.00
Federal Home Loan Bank	7/23/2021	8/23/2024	0.52	5,000,000.00
Federal Home Loan Bank	10/27/2021	11/18/2025	1.20	2,000,000.00
Federal Home Loan Bank	10/27/2021	11/23/2026	1.50	2,000,000.00
Federal Home Loan Bank	10/27/2021	11/22/2024	1.00	2,000,000.00
Federal Home Loan Bank	1/11/2022	1/27/2025	0.70	2,000,000.00
Federal Home Loan Bank	2/15/2022	3/8/2027	2.17	2,000,000.00
Federal Home Loan Bank	3/26/2022	3/28/2025	2.30	2,000,000.00
Federal Farm Credit Bank	3/30/2020	3/30/2027	1.55	2,000,000.00
Federal Farm Credit Bank	5/19/2022	3/9/2023	2.00	2,000,000.00
Federal Farm Credit Bank	5/19/2022	12/9/2024	3.00	2,000,000.00
Federal Farm Credit Bank	5/23/2022	2/23/2024	3.00	5,000,000.00
Federal Farm Credit Bank	5/25/2022	5/25/2023	2.25	5,000,000.00
Federal Farm Credit Bank	5/26/2022	12/15/2023	2.55	2,000,000.00
Federal Farm Credit Bank	5/26/2022	9/15/2023	2.40	2,000,000.00
Federal Farm Credit Bank	5/26/2022	6/1/2027	3.45	2,000,000.00
Federal Home Loan Mort Corp	7/11/2022	7/11/2024	3.50	1,250,000.00
Federal Home Loan Mort Corp	7/12/2022	1/12/2024	3.50	2,000,000.00
Federal Home Loan Mort Corp	6/29/2022	12/29/2023	2.90	2,000,000.00
Federal Home Loan Bank	7/19/2022	1/19/2024	3.50	2,000,000.00
Federal Home Loan Bank	7/28/2022	7/28/2025	4.00	2,000,000.00



	<b>PURCHASE</b>		<b>INTEREST</b>	<b>BALANCE SEPTEMBER</b>
	<b>DATE</b>	<b>MATURITY</b>	<b>RATE</b>	<b>30, 2022</b>
Federal Home Loan Bank	8/8/2022	8/8/2024	4.00	2,000,000.00
Federal Home Loan Bank	7/29/2022	7/26/2023	3.25	2,000,000.00
Federal Home Loan Mort Corp	7/29/2022	7/26/2024	3.65	2,000,000.00
Federal Home Loan Bank	8/22/2022	11/22/2023	3.25	2,000,000.00
Federal Home Loan Bank	8/23/2022	2/23/2024	3.38	2,000,000.00
Federal Home Loan Bank	9/29/2022	9/29/2023	4.13	2,000,000.00
Federal Home Loan Mort Corp	9/30/2022	9/30/2024	4.50	2,000,000.00
Federal Home Loan Bank	9/30/2022	3/28/2024	4.25	2,000,000.00
<b>TOTAL FED AGENCY COUPON SECURITIES</b>				<b>104,583,333.33</b>
<b>US TREASURY NOTES</b>				
US Treasury Note	9/22/2022	5/31/2023	3.71	2,928,699.27
US Treasury Note	9/22/2022	7/31/2023	3.85	2,940,197.70
US Treasury Note	9/22/2022	8/31/2023	3.95	2,895,532.58
<b>US TREASURY NOTES</b>				<b>8,764,429.55</b>
<b>COMMERCIAL PAPER</b>				
GOLDMAN SACHS INTERNATIONAL	2/17/2022	11/14/2022	1.06	4,960,250.00
<b>TOTAL COMMERCIAL PAPER</b>				<b>4,960,250.00</b>
<b>MUNICIPAL BONDS</b>				
State of Michigan A REG	6/19/2017	11/1/2022	1.97	709,669.97
Houghton-Portage Twp Schs	6/21/2016	5/1/2025	2.70	201,666.00
Ionia School District	3/22/2017	5/1/2025	2.20	235,884.12
<b>TOTAL MUNICIPAL BONDS</b>				<b>1,147,220.09</b>
<b>TOTAL POOLED INVESTMENTS</b>				<b>207,461,681.06</b>
<b>TOTAL POOLED CASH AND INVESTMENTS</b>				<b>211,431,055.00</b>



**Alan Fox, Ingham County Treasurer**

**TO:** Ingham County Board of Commissioners

**FROM:** Alan Fox, Treasurer

**DATE:** September 23, 2022

**SUBJECT:** Foreclosing Governmental Unit Report of Real Property Foreclosure Sales

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In 2020, the Michigan Supreme Court, in *Rafaeli v Oakland County*, ruled that prior holders of interest in real property foreclosed under the Michigan General Property Tax Act were entitled to certain net proceeds when property was subsequently sold at auction or through other sales by the Treasurer.

The Legislature, through Public Acts 255 and 256 of 2020, implemented this change and included a reporting requirement in MCL 211.78m(8)(i). The requirement is summarized at the top of the attached form, which under the statute is specified by the Michigan Department of Treasury for this purpose. The form includes parcels foreclosed by court order effective April 1, 2021, the disposition of those parcels in 2021, and the payment of auction proceeds, under court order, during 2022. This is the first year for which the reporting requirement has been mandated.

Some of the provisions of Public Acts 255 and 256 have been challenged in both state and federal courts as unconstitutional. If those challenges are successful, the County may have to pay additional claims out of the total in the final column and those claims could exceed that total. Until those cases are resolved, undistributed proceeds will be retained.

The statute and the form do not require disclosure of the amounts lost to taxing authorities when parcels do not sell or sell for less than the taxes, fees, and interest owed. In the past net proceeds from the sale of some parcels could be used to offset losses on the disposition of other parcels.

Under the system as it now exists, that offset of losses cannot be done and net losses on any parcel are charged back to taxing authorities including the county itself. For parcels foreclosed in 2021, taxing authorities in the county were charged \$259,776.97. Over half of that amount was charged to local government operating funds. \$12,274.67 was charged to county millage funds.

I will attend the meetings of the County Services and Finance Committees and be available to answer any questions about these new procedures and new reporting requirements.

## Foreclosing Governmental Unit Report of Real Property Foreclosure Sales

Issued under authority of Public Act 225 of 1976; MCL 211.78m(8)(i)

The foreclosing governmental unit shall submit a written report to its board of commissioners and the state treasurer identifying any remaining balance and any contingent costs of title, environmental remediation, or other legal claims relating to foreclosed property as determined by the foreclosing governmental unit, not later than September 30 of the second calendar year after foreclosure.

Foreclosure Year	i	ii	iii	iv	v	vi	vii	viii	ix	x	xi	xii
2021												
REPORT DUE SEPT 30 TO BOARD OF COMMISSIONERS AND TREASURY 211.78m(8)(i)	Number of Parcels Ordered Foreclosed and Not Canceled or Redeemed	Sum of Minimum Bids for All Foreclosures Not Canceled or Redeemed	Number of Properties Sold to Govern- mental Agencies Under Right of First Refusal	Sum of Minimum Bids for all Govern- mental Agencies Under Right of First Refusal	Total amount paid for the govern- mental Agencies properties under Right of First Refusal	Total Number of Parcels Sold at Public Foreclosure Auctions	Sum of the Minimum Bids for Properties Sold at Public Foreclosure Auctions	Sum of Amounts Paid for Properties Sold at Public Foreclosure Auctions	Total Amount of All Taxes, Penalties and Interest, Fees and Costs on Properties Foreclosed and not Redeemed	Total Amount Paid for All Properties, Including Governmental Agencies and Public Foreclosure Auctions	Total Amount of Proceeds Paid to Claimants for All Properties (note 5% of Sale Amount Payable to FGU is Deducted Before Proceeds are Calculated)	Remaining Net Amount After Subtracting the Paid Claimant Proceeds Total (xi) From the Difference of Amounts Described in (x) and (ix)
County Name INGHAM	70	1,004,217.76	2	\$ 15,512.64	\$ 15,512.64	53	\$ 839,036.23	\$ 1,730,958.48	\$ 922,155.34	1,746,471.12	\$ 441,619.48	\$ 382,696.30

I attest that I have completed the above information and any attachment data and have determined that the information reported is correct for the designated foreclosure sale year.

County Treasurer's Name <b>Alan Fox</b>	Telephone Number <b>517-626-7239</b>
County Treasurer Signature 	Date <b>9/22/2022</b>

You may send the Treasury copy to [Treas-PTe@michigan.gov](mailto:Treas-PTe@michigan.gov)

**TO:** Board of Commissioners Law & Courts and Finance Committees  
**FROM:** Captain Robert Earle, Correctional Administrator  
**DATE:** October 5, 2022  
**SUBJECT:** Justice Millage Program (Trauma Centered Yoga) Agreements

**BACKGROUND**

Inmates of the Ingham County Jail have opportunities through provided services and programs to better themselves while in our custody. The approved Justice Millage of August 2018 has allowed us to continue and expand programming opportunities to include Trauma Centered Yoga. This resolution requests permission for the Ingham County Sheriff's Office (ICSO) to enter into agreements with Deb Hart Yoga and Meditation LLC. This vendor has performed satisfactory Trauma Centered Yoga to incarcerated individuals at the Ingham County Jail for several years. The previous agreement has expired and new proposals were sought through Ingham County Purchasing process in accordance with County policies. This vendor has been selected after review of responses to a competitive RFP process (Memos of Performance attached as Attachment #1).

**ALTERNATIVES**

This program has been very successful at the Jail and feedback from participants has been highly favorable. If this resolution is not accepted, we would have to explore other options for our population or discontinue these valuable programs altogether which is ill advised.

**FINANCIAL IMPACT**

The Justice Millage includes approximately \$128,400 annually to cover programming related costs. This proposal is a continuation of inmate programming with the same vendor, with anticipated marginal increased cost of providing the service. Deb Hart Yoga and Meditation LLC was the only potential vendor to submit proposals with associated cost.

**STRATEGIC PLANNING IMPACT**

Human wellness and reducing recidivism have an impact on long-term public safety and improving quality of life for all who live, work, and visit Ingham County.

**OTHER CONSIDERATIONS**

This service provider and the program content will not be impacted by our eventual move into a new facility.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to support the following Justice Millage Program.

## Agenda Item 2

TO: Robert Earle, Corrections Captain, Sheriff's Office

FROM: James Hudgins, Director of Purchasing

DATE: September 28, 2022

RE: Memorandum of Performance for RFP No. 191-22 Trauma Centered Yoga Program

Per your request, the Purchasing Department sought proposals from vendors experienced in providing trauma centered yoga sessions for incarcerated males and females in the Ingham County Correctional Facility in Mason, MI.

The Program is a very specific protocol of evidence based treatment designed for people who have experienced complex trauma/PTSD, and has been found to be useful as an adjunct to cognitive behavioral therapy. There have been several recent studies that show this type of yoga significantly reduced PTSD symptomatology, with effect sizes comparable to well-researched psychotherapeutic and psychopharmacologic approaches. Trauma Centered Yoga working in conjunction with the Seeking Safety program allows participants the opportunity to more deeply engage in the trauma recovery sessions.

The Program serves both male and female inmates. The class meets once per week per gender and can accommodate short-term inmates of 30 to 90 days and serves 148 inmates annually.

The scope of work includes, but is not limited to, providing a curriculum by a certified group facilitator, along with maintaining and reporting enrollment activity, successful completions and unsuccessful terminations for each fiscal year. The class roster will be managed and maintained by the Correctional Administrator or his/her designee.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	22	18
Vendors responding	1	1

A summary of the vendors' costs:

Vendor Name	Local Preference	Year 1	Year 2	Year 3	Year 4 (Contract Extension)	Year 5 (Contract Extension)
Deb Hart Yoga and Meditation LLC	No, DeWitt MI	\$15,500.00	\$16,000.00	\$16,500.00	\$16,500.00	\$17,000.00

*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.*

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A CONTRACT WITH  
DEB HART YOGA AND MEDITATION, LLC**

WHEREAS, on August 7, 2018 the electorate of Ingham County approved the Justice Millage; and

WHEREAS, the millage language authorized funding for “programming for the treatment of substance addictions, treatment of mental illness, and reduction of re-incarceration among arrested persons”; and

WHEREAS, the following provider has been selected after a Purchasing Department Request for Proposal response review to provide trauma centered yoga sessions for incarcerated males and females in the Ingham County Correctional Facility:

Trauma Centered Yoga provided by Deb Hart Yoga and Meditation,  
Deb Hartnagle: [debhart9@gmail.com](mailto:debhart9@gmail.com), (517)-980-0334  
County vendor #40495

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a three-year (3) contract not to exceed \$17,000/year with Deb Hart Body Connection Yoga for these services for the period of January 1, 2023 through December 31, 2025.

BE IT FURTHER RESOLVED, that the contract will automatically renew for two (2) one-year extensions if desired by the county and agreed upon by the vendor.

BE IT FURTHER RESOLVED, that the funds for these contracts will come from the Justice Millage.

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

## Agenda Item 3a

**TO:** Board of Commissioners Law & Courts and Finance Committees  
**FROM:** Bob Boerkoel, Sergeant, Office of Homeland Security and Emergency Management  
**DATE:** October 15, 2022  
**SUBJECT:** Resolution to authorize a contract with the State of Michigan accepting the FY 2022 Homeland Security Grant Program funds and making Ingham County the Fiduciary Agent for Michigan Homeland Security Region 1

For the meeting agenda of *October 27, 2022, November 2, 2022*

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### **BACKGROUND**

This resolution is to authorize a contract with the State of Michigan to make Ingham County the Fiduciary Agent for Michigan Homeland Security Region 1 and accept the FY 2022 Homeland Security Grant Program Funds, consisting of \$775,833.

### **ALTERNATIVES**

N/A

### **FINANCIAL IMPACT**

This award provides to Ingham County agencies \$24,506.10 for the State Homeland Security Program (SHSP) and Law Enforcement Terrorism Prevention Activities (LETPA). Additional funds from this grant may be used to reimburse Ingham County for salary of the Regional Emergency Planner and our Fiduciary agent charged with administering the grant.

### **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 enhances national resilience to absorb disruptions and rapidly recover from natural disasters and terrorist incidents; (C) Finance – Maintain and enhance County fiscal health to ensure delivery of services as it utilizes available grant monies awarded to Ingham County to reduce financial obligation of Ingham County.

### **OTHER CONSIDERATIONS**

N/A

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to support entering into a contract with the State of Michigan, making Ingham County the Fiduciary Agent for Michigan Homeland Security Region 1 and accepting the FY 2022 Homeland Security Grant Program Funds.



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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A CONTRACT WITH THE STATE OF MICHIGAN ACCEPTING THE FY 2022 HOMELAND SECURITY GRANT PROGRAM FUNDS AND MAKING INGHAM COUNTY THE FIDUCIARY AGENT FOR MICHIGAN HOMELAND SECURITY REGION 1**

WHEREAS, the Ingham County Office of Homeland Security & Emergency Management has applied for and has been approved to receive pass through grant funds from the FY 2022 Homeland Security Grant Program (HSGP) for Region 1; and

WHEREAS, Region 1 partners included are the County of Clinton, County of Eaton, County of Gratiot, County of Hillsdale, County of Ingham, County of Jackson, County of Lenawee, County of Livingston, County of Shiawassee, and the City of Lansing; and

WHEREAS, the State Homeland Security Program (SHSP) is a core assistance program that provides funds to build capabilities at the state, local, tribal, and territorial levels, to enhance national resilience to absorb disruptions and rapidly recover from natural disasters and terrorist incidents; and

WHEREAS, the purpose of these grant funds is to purchase equipment and to provide training in the Homeland Security & Emergency Management field; and

WHEREAS, the total grant award for Michigan Homeland Security Region 1 for FY 2022 is \$775,833; and

WHEREAS, the total amount of grant funds available locally to Ingham County agencies is \$24,506.10 for SHSP and Law Enforcement Terrorism Prevention Activities (LETPA); and

WHEREAS, an additional portion of the grant funds may be used to reimburse salary for the Ingham County Emergency Planner and Fiduciary Agent during the administration and execution of HSGP grant activities; and

WHEREAS, there are a number of projects benefiting Ingham County agencies, presently approved or pending approval by the State of Michigan; and

WHEREAS, Ingham County will be the fiduciary agent for these grant funds for Michigan Homeland Security Region 1.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with the State of Michigan to be the fiduciary agent for the FY 2022 Department of Homeland Security, Homeland Security Grant Program, and the acceptance of \$775,833 for the time period of September 1, 2022 to May 31, 2025.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with the following Region 1 partners receiving FY 2022 HSGP funding to include the following: County of Clinton, County of Eaton, County of Gratiot, County of Hillsdale, County of Ingham, County of Jackson, County of Lenawee, County of Livingston, County of Shiawassee, and the City of Lansing.

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 Ingham County Board of Commissioners authorizes the Board Chairperson to sign any necessary contract documents or purchase documents that are consistent with this resolution and approved as to form by the County Attorney.

## Agenda Item 3b

**TO:** Board of Commissioners Law & Courts and Finance Committees  
**FROM:** Sergeant Bob Boerkoel, Office of Homeland Security and Emergency Management  
**DATE:** October 15, 2022  
**SUBJECT:** Resolution to enter into a contract with West Shore Services Inc. for the purpose of upgrading the Outdoor Warning Siren Controller Computer at the Ingham County 911 Dispatch Center.

For the meeting agenda of *October 27, 2022, November 2, 2022*

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### **BACKGROUND**

This resolution is for the approval to utilize FY2020 Homeland Security Grant Program Funding as part of an ongoing project to upgrade, replace, and install outdoor warning sirens in Ingham County. Specifically, grant funding will be used to purchase one siren controller computer for the Ingham County 9-1-1 Dispatch Center at a cost of \$5,475.

### **ALTERNATIVES**

West Shore Services is the sole source vendor for the county-wide siren system in place.

### **FINANCIAL IMPACT**

The Michigan State Police Emergency Management and Homeland Security Division has approved the funding proposal. The FY2020 HSGP funding was approved in Resolution #20-530.

### **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 is a warning system intended to reach numerous residents concurrently; (C) Finance – Maintain and enhance County fiscal health to ensure delivery of services as it utilizes available grant monies awarded to Ingham County; (E) Facilities & Infrastructure - providing quality infrastructure as it upgrades and expands the warning siren system.

### **OTHER CONSIDERATIONS**

The siren system is controlled jointly with the City of Lansing. The Ingham County 9-1-1 Center serves as the primary activation point with backups at the Lansing Emergency Operations Center and Ingham County Emergency Operations Center. All radio equipment is in compliance with FCC requirements.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to support entering into a contract with West Shore Services Inc. in order to upgrade the outdoor warning siren system in Ingham County.

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A CONTRACT WITH WEST SHORE SERVICES INC. FOR THE PURPOSE OF UPGRADING THE OUTDOOR WARNING SIREN CONTROLLER COMPUTER AT THE INGHAM COUNTY 9-1-1 DISPATCH CENTER**

WHEREAS, the Ingham County Office of Homeland Security & Emergency Management has applied for and has been approved to receive pass through grant funds from the FY2020 Homeland Security Grant Program (HSGP) previously accepted under Resolution #20-530; and

WHEREAS, the purpose of these grant funds is to purchase equipment and to provide training in the Homeland Security & Emergency Management field; and

WHEREAS, the Local Planning Team has determined that the need for emergency alert and warning sirens is a funding priority; and

WHEREAS, the grant funding will be used to purchase one siren controller computer for the Ingham County 9-1-1 Dispatch Center; and

WHEREAS, this project serves to upgrade the emergency alert and warning siren system in Ingham County that has been completed in phases with West Shore Services Inc.; and

WHEREAS, the siren system is controlled jointly with the City of Lansing, with the Ingham County 9-1-1 Center serving as the primary activation point with backups at the Ingham County Emergency Operations Center and City of Lansing Emergency Operations Center; and

WHEREAS, the Michigan State Police Emergency Management and Homeland Security Division has approved the funding proposal; and

WHEREAS, the total expenditure for this proposal is \$5,475.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with West Shore Services Inc. and utilize \$5,475 from the FY2020 Homeland Security Grant Funding to purchase one outdoor warning siren controller computer.

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

## Agenda Item 4

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

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

**DATE:** October 14, 2022

**SUBJECT:** Resolution to Authorize an Extension of the Coronavirus Emergency Supplemental Funding Grant from the Michigan State Police to the Ingham County Prosecuting Attorney's Office  
*For the work session agendas of October 27<sup>th</sup> and November 2<sup>nd</sup>, 2022*

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### **BACKGROUND**

In May of 2021, the Michigan Department of State Police (MSP) received supplement funding from the Office of Justice Programs (OJP) under the Coronavirus Supplement Funding Program (CESF). As part of the 2021 CESF program, MSP accepted applications from the county prosecutors' offices for funding to hire contractual personnel to address coronavirus related backlogs. Our office was awarded grant funding in June of 2021. Currently, ICPO uses this funding to employ two (2) temporary assistant prosecuting attorneys (APAs). This month, ICPO received notice that our office was eligible for an extension of the current grant through September 30, 2023.

### **ALTERNATIVES**

None at this time.

### **FINANCIAL IMPACT**

This extension provides no additional funds. The extension simply allows for the continued expenditure of the 2021 original extension amount of \$166,374.37 past the original December 31, 2022 end date.

This is a re-imbursement grant so there is no financial impact to the county.

### **OTHER CONSIDERATIONS**

Due to the COVID-19 pandemic, court operations were significantly scaled back in both the district and circuit courts. Jury trials, which require substantial public participation, were placed on hold during the pandemic. Now that the courts have re-opened, there is a significant backlog of cases awaiting jury trials. Currently, ICPO employs two temporary assistant prosecuting attorneys (APAs) to assist with resolving this backlog. The CESF grant pays for the hourly wages of both employees and the cost of laptop computers for each.

### **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 AN EXTENSION OF THE CORONAVIRUS EMERGENCY  
SUPPLEMENTAL FUNDING GRANT FROM THE MICHIGAN STATE POLICE TO THE  
INGHAM COUNTY PROSECUTING ATTORNEY'S OFFICE**

WHEREAS, the Department of the Michigan State Police (MSP) received funding under the federal Office of Justice Programs 2021 fiscal year "Coronavirus Emergency Supplement Funding Program" (CESF); and

WHEREAS, in June of 2021, the Michigan State Police awarded the Ingham County Prosecutor's Office (ICPO) a grant under the CESF grant program in the amount of \$61,295.81; and

WHEREAS, in November of 2021, MSP offered an amendment to increase the award to \$166,374.37 and extend the agreement to December 31, 2022; and

WHEREAS, this October 2022, MSP offered a second extension of the grant contract which provided no additional funding but allowed for the continued expenditure of the \$166,374.37 amount until September 30, 2023; and

WHEREAS, this funding is for expenses directly related to the hiring of contractual personnel to address the coronavirus related back log in prosecutors' offices in Michigan; and

WHEREAS, the COVID-19 pandemic has caused a significant backlog of pending jury trials in both the district and circuit courts of Ingham County; and

WHEREAS, ICPO currently uses this funding to employ two (2) temporary assistant prosecuting attorneys (APAs) to assist with this backlog; and

WHEREAS, the new agreement extends the CESF grant from June 1, 2021 to September 30, 2023 and provides re-imbursement for the hourly wages, excluding fringe benefits, for each position.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the Ingham County Prosecutor's Office to enter into a grant extension totaling \$166,374.37 with Michigan State Police for a period from June 1, 2021 through September 30, 2023.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budgetary adjustments 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 documents consistent with this resolution and upon approval as to form by the County Attorney.

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

**FROM:** Janice Dooley

**DATE:** October 17, 2022

**RE:** Felony Michigan Mental Health Court FY 2022-2023 Operational Grant Award

### **BACKGROUND**

In 2014, the State Court Administrative Office (SCAO) awarded a planning grant to the Ingham County 30<sup>th</sup> Circuit Court to establish a Felony Michigan Mental Health Court (MHC) program. The Court received its first MHC operational grant in fiscal year 2016, with continued funding each year thereafter.

The goals of the Mental Health Court are to enhance community safety by responding to individuals who have committed non-violent felonies with supportive treatment and intensive supervision, to minimize recidivism, and to assist participants in achieving a positive legal outcome and maintaining a healthy lifestyle.

The 30<sup>th</sup> Circuit Court submitted a grant request of \$342,000 to SCAO to continue the Mental Health Court for the period of October 1, 2022 through September 30, 2023. We received notification that SCAO has awarded \$291,600 to continue the program; however, we have not received the contract. The 30<sup>th</sup> Circuit Court requests approval to accept the award and enter into the anticipated contract by December 16, 2022.

### **ALTERNATIVES**

The 30<sup>th</sup> Circuit Court is unable to sustain the Mental Health Court financially without grant funding from SCAO. Program continuation is ideal because, as an important alternative to incarceration, MHC diverts eligible defendants with mental illness into judicially supervised, community-based treatment. Individuals who successfully complete MHC may realize improvements in employment status, educational level, mental health, and medication compliance. Additionally, SCAO reports that those who complete the program often have lower recidivism rates and an improved quality of life.

### **FINANCIAL IMPACT**

SCAO provides funding assistance for the 30<sup>th</sup> Circuit Mental Health Court grant program. Funding is appropriated annually by the legislature. In-kind services are provided by defense attorneys, assistant prosecuting attorneys, Mid-Michigan Recovery Services and Professional Psychology Services. The financial impact to Ingham County is nominal; however, personnel within other Ingham County departments provide support services for the program.

### **STRATEGIC PLANNING IMPACT**

Continuing the Felony Michigan Mental Health Court with the acceptance of the SCAO grant supports Ingham County's values as identified in the Strategic Plan. Further, acceptance of the grant award and entry into the contract support Strategic Plan goals including Services to Residents, Communication, Management, Finance, and Governance.

## **OTHER CONSIDERATIONS**

None.

## **RECOMMENDATION**

Through the enclosed Resolution and based on the information presented, I respectfully recommend approval of the attached resolution to support the continuation of the 30<sup>th</sup> Circuit Court Felony Mental Health Court.

cc: Hon. Joyce Draganchuk  
Hon. Shauna Dunnings  
Hon. Lisa McCormick  
Hon. James S. Jamo Michael Cheltenham Carol Siemon  
George Strander



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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ACCEPT THE FY 2023 MICHIGAN MENTAL HEALTH COURT PROGRAM GRANT, CONTINUE THE GRANT FUNDED FULL-TIME MENTAL HEALTH COURT-COURT SERVICES COORDINATOR POSITION, AND AUTHORIZE SUBCONTRACTS**

WHEREAS, the 30<sup>th</sup> Circuit Court submitted a grant request in the amount of \$342,000 to the State Court Administrative Office (SCAO) for continuation of the Felony Michigan Mental Health Court Operational Grant for the fiscal year of October 1, 2022 through September 30, 2023; and

WHEREAS, the SCAO has notified the Court that a grant in the amount of \$291,600 has been awarded to continue the program; and

WHEREAS, the goals of the Michigan Mental Health Court Operational Grant are to enhance community safety by responding to individuals who have committed non-violent felonies with supportive treatment and intensive supervision, to minimize recidivism, and to assist participants in achieving a positive legal outcome and maintaining a healthy lifestyle; and

WHEREAS, the grant includes a total of \$116,780 for the grant funded salary and fringe benefits of the full-time Mental Health Court – Court Services Coordinator (MHC Court Services Coordinator) position, ICEA Pro 05; and

WHEREAS, continuation of the MHC Court Services Coordinator position provides continuity of services, necessary treatment and ancillary services coordination, and assists the Circuit Court in achieving the goals and objectives stated above; and

WHEREAS, the 2023 SCAO Michigan Mental Health Court Operational Grant provides for grant implementation services and participant treatment and services as follows: mental health treatment services to be provided by CMHA/CEI; drug testing services to be provided by Averhealth; electronic monitoring services to be provided by JSG and/or Michigan Department of Corrections; ancillary services to be provided by Northwest Initiative; mental health services to be provided by Prevention and Training Services (PATs); and transitional housing to be provided by RISE Recovery Community or Pinnacle or other available vendors (collectively not to exceed (\$174,820); and

WHEREAS, the subcontractors who will provide grant implementation services and participant treatment and services for the 2023 Felony Michigan Mental Health Court Operational Grant are willing and able to provide the services that the County requires.

THEREFORE BE IT RESOLVED, that as of October 1, 2022, the Ingham County Board of Commissioners authorizes continuation of the MHC Court Services Coordinator position for the Michigan Mental Health Grant Program – Operational Grant that has a grant period of October 1, 2022 through September 30, 2023.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners approves and authorizes entering into a contract with the State Court Administrative Office for continuation of the Felony Michigan Mental Health Court Operational Grant for the fiscal year of October 1, 2022 through September 30, 2023 in the amount of \$291,600.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners approves and authorizes entering into subcontracts for the same grant with mental health treatment services to be provided by CMHA/CEI; drug testing services to be provided by Averhealth; electronic monitoring services to be provided by JSG and/or Michigan Department of Corrections; ancillary services to be provided by Northwest Initiative; mental health services to be provided by Prevention and Training Services (PATS); and transitional housing to be provided by RISE Recovery Community or Pinnacle or other available vendors (collectively not to exceed \$174,820).

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary adjustments to the 2022-2023 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.

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

**FROM:** Janice Dooley

**DATE:** October 17, 2022

**RE:** Swift and Sure Sanctions Probation Program FY 2022-2023 Operational Grant Award

### **BACKGROUND**

The Swift and Sure Sanctions Probation Program (SSSPP) is an intensive probation supervision program that focuses on high-risk felony offenders with a demonstrated history of three or more probation violations or behavioral noncompliance. The program's primary goal is to increase compliance with probation terms by promptly imposing certain, swift, and consistent sanctions for probation violations. SSSPP and similar programs throughout the United States strive to improve the successful completion of probation among high-risk probationers.

SSSPP closely monitors participants and may require them to test frequently for drug and alcohol use and attend frequent meetings with probation and/or case management staff. The State Court Administrative Office (SCAO) shares that judges presiding over SSSPP courts report reductions in positive drug tests and failures to appear at scheduled meetings for their participants.

The 30<sup>th</sup> Circuit Court submitted a grant request of \$234,000 to SCAO to continue the SSSPP for the period of October 1, 2022 through September 30, 2023. We received notification that SCAO has awarded \$210,000 to continue the program; however, we have not received the contract. The 30<sup>th</sup> Circuit Court requests approval to accept the award and enter into the anticipated contract by December 16, 2022.

### **ALTERNATIVES**

The 30<sup>th</sup> Circuit Court is unable to sustain SSSPP financially without grant funding from SCAO. The program goal of increasing the rate of successful probation completion among high-risk probationers cannot be met without this assistance.

### **FINANCIAL IMPACT**

SCAO provides funding assistance derived from the swift and sure probation supervision fund created within the state treasury for the Swift and Sure Sanctions Probation Program. The financial impact to Ingham County is nominal; however, personnel within other Ingham County departments provide support services for the program.

### **STRATEGIC PLANNING IMPACT**

Continuing the SSSPP with the acceptance of the SCAO grant supports Ingham County's values as identified in the Strategic Plan. Further, acceptance of the grant award and entry into the contract support Strategic Plan goals including Services to Residents, Communication, Management, Finance, and Governance.

## **OTHER CONSIDERATIONS**

None.

## **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to support the continuation of the 30<sup>th</sup> Circuit Court Swift & Sure Sanctions Probation Program.

cc: Hon. Joyce Draganchuk  
Hon. Shauna Dunnings  
Hon. Clinton Canady  
Hon. David L. Jordon Michael Cheltenham Carol Siemon  
George Strander

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO ACCEPT THE FY 2023 SWIFT AND SURE SANCTIONS PROBATION PROGRAM GRANT, CONTINUE THE GRANT FUNDED THREE-QUARTER TIME SSSPP CASE MANAGEMENT COORDINATOR POSITION AND AUTHORIZE SUBCONTRACTS**

WHEREAS, the 30th Circuit Court submitted a grant request in the amount of \$234,000 to the State Court Administrative Office (SCAO) for the fiscal year of October 1, 2022 through September 30, 2023 to continue the Swift and Sure Sanctions Probation Program (SSSPP) Grant; and

WHEREAS, the SCAO has notified the Court that a grant in the amount of \$210,000 has been awarded to continue the program; and

WHEREAS, the primary goal of the SSSPP is to increase compliance with probation terms by imposing certain, swift, and consistent sanctions for probation violations which is consistent with Ingham County's long-term objective of providing appropriate sanctions for adult offenders; and

WHEREAS, \$102,182 of the grant is for the three-quarter grant funded salary and fringe benefits of the SSSPP Case Management Coordinator position; and

WHEREAS, continuing the SSSPP Case Management Coordinator position initially referenced in Resolution #13-390 will assist the Circuit Court in achieving the goals and objections stated above; and

WHEREAS, the 2023 SCAO SSSPP Grant provides for grant implementation services and participant treatment and services as follows: representation by a defense attorney; substance abuse evaluations to be provided by Wellness, Inx; day reporting services to be provided by Northwest Initiative; drug treatment, mental health treatment, anger management, domestic violence counseling services, and transitional housing to be provided by CEI-CMH and RISE Recovery Community; drug testing services to be provided by Averhealth; electronic monitoring services to be provided by JSG; and housing of participants serving jail sanctions at the Ingham County Jail (collectively not to exceed \$107,818); and

WHEREAS, the subcontractors who will provide grant implementation services and participant treatment and services for the 2023 SCAO Swift and Sure Sanctions Probation Program Grant are willing and able to provide the services that the County requires.

THEREFORE BE IT RESOLVED, that as of October 1, 2022, the Ingham County Board of Commissioners authorizes continuation of the three-quarter SSSPP Case Management Coordinator position for the Swift and Sure Sanctions Probation Program Grant that begins on October 1, 2022 and ends on September 30, 2023.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners approves and authorizes entering into a contract with the State Court Administrative Office in the amount of \$210,000 for the fiscal year of October 1, 2022 through September 30, 2023 to continue the Swift and Sure Sanctions Probation Program (SSSPP) Grant.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners approves and authorizes entering into subcontracts for the same grant with defense attorneys, Wellness, Inx; Northwest Initiative; CEI-CMH; RISE; Averahealth; JSG; and the Ingham County Jail (collectively not to exceed \$107,818).

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary adjustments to the 2022 - 2023 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 6

**TO:** Board of Commissioners Law & Courts and Finance Committees  
**FROM:** Scott LeRoy, Deputy Court Administrator  
**DATE:** October 18, 2022  
**SUBJECT:** Resolution to Authorize Project Change Request #22663 with i3-ImageSoft, LLC

*For the meeting agendas of Law & Courts Committee October 27 and Finance Committee November 2, 2022*

### **BACKGROUND**

The Juvenile Division has been working with i3-ImageSoft, LLC, referred to herein as ImageSoft, to build and implement a document management system using OnBase software. ImageSoft is the current County vendor for imaging and utilized by several County departments. Imaging of documents using OnBase will significantly improve efficiency of work flow and reduce reliance on paper, printing, and physical storage of files.

Ingham County entered into an agreement with ImageSoft through Statement of Work #21510. ImageSoft has requested Project Change Request #22663 citing third-party access limitations. According to ImageSoft, the access limitations has delayed the implementation of the project by four weeks. The Juvenile Division, ImageSoft, and IT have met regularly in an attempt to speed the project along despite the single connection issue. There seems to be disagreement between the vendor and County IT as to what constitutes sufficient access. ImageSoft cites that a single connection is not sufficient to build a large scale OnBase system in the time allowed in the Statement of Work. County IT Director Deb Fett reports that ImageSoft should have known and included the costs in their Statement of Work as ImageSoft has completed several projects with Ingham County in the past.

The Project Change Request delays the implementation date of the imaging project by four weeks resulting in additional staff time to the vendor for a cost not to exceed \$7,800.

### **ALTERNATIVES**

The Juvenile Division has met with ImageSoft to reduce the impact of the single connection issue. Both the Juvenile Division and ImageSoft Project Team have worked collaboratively to speed the project along in a cost efficient manner. Should this Project Change Request not be authorized, the entire imaging project could be in jeopardy.

### **FINANCIAL IMPACT**

This is a one-time cost. The county budgeted \$404,500 for the cost of the imaging project. Funds to support the Project Change Request are available in the Juvenile Justice Millage fund balance.

### **STRATEGIC PLANNING IMPACT**

The Juvenile Division having an efficient document management system will assist with the Overarching Long-term Objectives of the County by supporting public safety and assuring fair and efficient judicial processing.

### **OTHER CONSIDERATIONS**

None

### **RECOMMENDATION**

Authorize Project Change Request #22663

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE PROJECT CHANGE REQUEST WITH  
i3-IMAGESOFT, LLC**

WHEREAS, the Juvenile Division has been working with i3-ImageSoft, LLC to build and implement a document management system through Statement of Work #21510; and

WHEREAS, i3-ImageSoft, LLC is the current County vendor for imaging and utilized by several County departments; and

WHEREAS, imaging of documents would significantly improve efficiency of work flow and reduce reliance on paper, printing, and the physical storage of files; and

WHEREAS, i3-ImageSoft, LLC has submitted a Project Change Request #22663 citing a four-week delay in the project due to third-party access limitations; and

WHEREAS, the Juvenile Division, i3-ImageSoft, LLC, and the Innovations and Technology Department have met regularly to stay on time with the project despite the access limitations; and

WHEREAS, due to the four week delay, i3-ImageSoft, LLC is requesting additional compensation for an amount not to exceed \$7,800; and

WHEREAS, this is a one-time cost; and

WHEREAS, funds to support the Project Change Request #22663 are available in the Juvenile Justice Millage fund balance.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes Project Change Request #22663 from the original Statement of Work #21510 with i3-ImageSoft, LLC for a price not to exceed \$7,800.

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 documents related to Project Change Request #22663 on behalf of the County after approval as to form by the County Attorney.



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

**FROM:** Morgan E. Cole, Probate Court Administrator/Register

**DATE:** October 19, 2022

**SUBJECT:** Authorizing Probate Court to Enter into Project Change Request No. 22702 to the Original Statement of Work No. 21771 with ImageSoft

Submitted for working sessions scheduled for October 27, 2022 and November 2, 2022

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**BACKGROUND**

The Probate Court has been working with i3-ImageSoft, LLC, referred to herein as ImageSoft, to build and implement a document management system using OnBase software. The Probate Court and ImageSoft, have discovered areas where the current imaging system can be more fully realized and result in greater efficiencies. Further, the Probate Court seeks to enhance technology by implementing a paperless workflow system through Statement of Work No. 21771. In addition, the Probate Court sought and was awarded funding through the 2022 Michigan State Police – Coronavirus Emergency Supplement Funding Grant for this project in the amount of \$88,724.00 – which must be expended between January 1, 2022 and December 31, 2022. Resolution #22-124, authorized the Probate Court to enter into Statement of Work No. 21771 with ImageSoft. Project Change Request No. 22702 - with a cost of \$17,055 - is necessary, due to technical issues associated installation, implementation of training site and computers, and loss of training time.

**ALTERNATIVES**

None.

**FINANCIAL IMPACT**

Project Change Request No. 22702 will result in an increase cost of \$17,055 to be funded by the Probate Court's Capital Improvement budget a total cost paid by the Probate Court Capital Improvement budget for this project will be \$43,249.00. The remaining balance of \$88,724 is to be paid by 2022 Michigan State Police – Coronavirus Emergency Supplement Funding Grant.

**OTHER CONSIDERATIONS**

Establishing additional Court IT positions funded and controlled by the Courts to oversee only Court IT matters and projects. The Court is extremely dependent on the IT Department – with no control over project deadlines; IT staffing requirements necessary for such deadlines; and routine cost increases due to technical issues.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend the Ingham County Board of Commissioners approve amending ImageSoft's Statement of Work No. 21771 previously authorized under Resolution #22-124, through Project Change Request No. 22702, in order to provide necessary training and adequate testing of the work-flow system prior to finalization. The additional costs associated with Project Change Request No. 22702 are to be paid through the Probate Court's Capital Improvement Project budget.

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE ENTRY INTO PROJECT CHANGE REQUEST NO. 22702  
OF THE STATEMENT OF WORK NO. 21771 WITH IMAGESOFT CORPORATION FOR THE  
PROBATE COURT IMAGING PROJECT**

WHEREAS, the Ingham County Probate Court has contracted with ImageSoft Corporation to implement an imaging system that the Board has already approved as part of its commitment to increase and make uniform the utilization of imaging countywide and thereby realize greater efficiencies; and

WHEREAS, the Probate Court and ImageSoft, discovered areas where the current imaging system can be more fully realized and result in greater efficiencies; and

WHEREAS, Resolution #22-124 authorized the Probate Court to enter into Statement of Work No. 21771 with ImageSoft to enhance technology by implementing a paperless workflow system; and

WHEREAS, the total costs for Statement of Work No. 21771 was \$114,918 which is funded by the 2022 Michigan State Police – Coronavirus Emergency Supplement Funding Grant – in the amount of \$88,724 with the remaining balance of \$26,194 to be paid from the Probate Court’s Capital Improvement Project budget; and

WHEREAS, the Project Change Request No. 22702 – at an additional cost of \$17,055, is necessary due to technical issues associated with installation, implementation of training site and computers, and loss of training time; and

WHEREAS, the Probate Court has adequate funding in its Capital Improvement Project budget as set forth in the previously approved Resolution #13-359 to fund the cost increase of \$17,055.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves amending ImageSoft’s Statement of Work No. 21771 previously authorized under Resolution 22-124, through Project Change Request No. 22702, in order to provide necessary training and adequate testing of the work-flow system prior to finalization.

BE IT FURTHER RESOLVED, that Project Change Request No. 22702 will result in an increase cost of \$17,055.00 to be funded by the Probate Court’s Capital Improvement budget –a total cost paid by the Probate Court Capital Improvement budget for this project will be \$43,249.

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 contract documents on behalf of the County after approval as to form by the County Attorney.

## Agenda Item 8a

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

**FROM:** Da'Neese Wells

**DATE:** October 13, 2022

**SUBJECT:** Mental Health Court Resolution for Fiscal Year 2023

Attached please find a resolution requesting authorization for the 55<sup>th</sup> District Court Mental Health Court to accept \$436,978 in grant funding from the Michigan Mental Health Court Grant Program (MMHCGP), administered by the State Court Administrative Office (SCAO).

We have received Michigan Mental Health Court Grant Program funding for Mental Health Court since FY2014. The basic premise of the program is a collaborative relationship between the 55<sup>th</sup> District Court and the Community Mental Health Authority of Clinton, Eaton, and Ingham Counties (CMHA-CEI) designed to link mentally ill criminal defendants to appropriate treatment in hopes of better addressing the needs of individuals with mental illness, reducing recidivism and enhancing public safety.

The grant funding supports one full-time probation officer assigned the program. This position has already been approved in the 2023 Ingham County budget.

The resolution also authorizes up to \$102,430 Ingham County In-Kind funding and acknowledges \$33,876 CMHA-CEI Local Cash Contributions, resulting in a total Mental Health Court budget not to exceed \$573,284.

Additionally, the resolution acknowledges that the 55<sup>th</sup> District Court will allocate Ingham County In-Kind funding in the amount of \$4,500 to the Ingham County Office of the Public Defender for representation of non-indigent Mental Health Court participants.

Lastly, the resolution authorizes continuation of a probation officer position, and subcontracts as follows:

1. Electronic Monitoring Services with Judicial Services Group – not to exceed a total of \$1,500,
2. Substance Use Testing with Alcohol and Drug Administrative Monitoring (ADAM) – not to exceed a total of \$43,588,
3. Mental Health Services with Community Mental Health Authority of Clinton, Eaton, and Ingham Counties—not to exceed \$339,186 (\$260,604 grant funding, \$44,706 Ingham County In-Kind Funding, and \$33,876 Community Mental Health Authority of Clinton, Eaton, and Ingham Counties Local In-Kind Contribution funding).

Thank you for your consideration.

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO ACCEPT A GRANT AWARD FROM THE MICHIGAN SUPREME COURT  
STATE COURT ADMINISTRATIVE OFFICE - MICHIGAN MENTAL HEALTH COURT GRANT  
PROGRAM (SCAO-MMHCGP), CONTINUE A PROBATION OFFICER POSITION, AND  
AUTHORIZE SUBCONTRACTS FOR 55<sup>th</sup> DISTRICT COURT**

WHEREAS, the Community Mental Health Authority of Clinton, Eaton and Ingham Counties (CMHA-CEI) estimates there are over 5,000 seriously mentally ill adults in our region; and

WHEREAS, the 55<sup>th</sup> District Court has identified a need for specialized case handling for mentally ill defendants; and

WHEREAS, research indicates such specialized case handling results in lower recidivism rates, increased public safety, and more efficient public sector spending; and

WHEREAS, the 55<sup>th</sup> District Court has received a grant from the State Court Administrative Office - Michigan Mental Health Court Grant Program (SCAO-MMHCGP) in the amount of \$436,978 to continue a Mental Health Court at the 55<sup>th</sup> District Court; and

WHEREAS, continuation of the Mental Health Court will require continuing to employ a probation officer to provide staffing for the program; and

WHEREAS, sources of Mental Health Court grant funding have been identified which would not obligate the County to provide matching funds, including but not limited to the SCAO-MMHCGP.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with the SCAO-MMHCGP for a total budget not to exceed \$573,284 to include SCAO-MMHCGP grant funds in the amount of \$436,978, Ingham County In-Kind matching funds not to exceed \$102,430 with no local hard cash matching funds, and Community Mental Health Authority of Clinton, Eaton, and Ingham Counties Local In-Kind Contributions not to exceed \$33,876 for the time period of October 1, 2022 through September 30, 2023.

BE IT FURTHER RESOLVED, that the 55<sup>th</sup> District Court will allocate Ingham County In-Kind funding in the amount of \$4,500 to the Ingham County Office of the Public Defender for representation of non-indigent Mental Health Court participants.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes continuation of 1.0 FTE Grant-funded Probation Officer, an ICEA Court Professional, Grade 7, contingent upon the availability of grant funds.

BE IT FURTHER RESOLVED, that grant-funded Mental Health Court program direct service subcontracts for the following services in the following amounts are authorized:

1. Electronic Monitoring Services with Judicial Services Group – not to exceed a total of \$1,500
2. Substance Use Testing with Alcohol and Drug Administrative Monitoring (ADAM) – not to exceed a total of \$43,588
3. Mental Health Services with Community Mental Health Authority of Clinton, Eaton, and Ingham Counties—not to exceed \$339,186  
(\$260,604 grant funding, \$44,706 Ingham County In-Kind Funding, and \$33,876 Community Mental Health Authority of Clinton, Eaton, and Ingham Counties Local In-Kind Contribution funding)

BE IT FURTHER RESOLVED, that the Controller/Administrator is directed to make the necessary adjustments to the 2022 and 2023 55<sup>th</sup> District Court budget.

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

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

**FROM:** Da'Neese Wells

**DATE:** October 18, 2022

**SUBJECT:** Sobriety Court Resolution for Fiscal Year 2023

Attached please find a resolution requesting authorization for the 55<sup>th</sup> District Court Sobriety Court to accept \$127,000 in grant funding from the Michigan Drug Court Grant Program (MDCGP), administered by the State Court Administrative Office (SCAO).

We have received grant funding administered by SCAO for Sobriety Court since FY2004. Our program targets OWI 2nd and OWI 3rd offenders found dependent on alcohol or other drugs who are not violent offenders (as defined in MCL 600.1062). Research suggests case handling should be expedited for these defendants. Prior to the implementation of Sobriety Court we had no specific mechanisms for this purpose. Now, potential Sobriety Court participants are identified at arraignment and placed on Sobriety Court bond conditions, which include testing and reporting. Compliance with these conditions is monitored throughout the pre-adjudication process. We've found that the combination of pretrial supervision and Sobriety Court motivates participants to remain sober during the period of supervision and after graduation, reducing recidivism and enhancing public safety.

The grant funding supports one full-time probation officer assigned to the program. Ingham County In-Kind funding supports one half-time probation officer assigned to the program. These positions have already been approved in the 2023 Ingham County budget.

The resolution also authorizes \$169,217 Ingham County In-Kind funding and acceptance of future possible donations from the Ingham County Sobriety Court Foundation, resulting in a current total Sobriety Court budget of \$296,217.

Additionally, the resolution acknowledges that the 55<sup>th</sup> District Court will allocate Ingham County In-Kind funding in the amount of \$9,600 to the Ingham County Office of the Public Defender for representation of non-indigent Sobriety Court participants.

Lastly, the resolution authorizes subcontracts as follows:

1. Substance Abuse Testing with Alcohol and Drug Administrative Monitoring (ADAM) – not to exceed \$18,690,
2. Evaluation and Counseling services with Cognitive Consultants – not to exceed \$32,552.

Thank you for your consideration.

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO ACCEPT A GRANT AWARD FROM THE MICHIGAN SUPREME COURT'S  
STATE COURT ADMINISTRATIVE OFFICE-MICHIGAN DRUG COURT GRANT PROGRAM  
AND AUTHORIZE SUBCONTRACTS FOR 55<sup>th</sup> DISTRICT COURT**

WHEREAS, the 55th District Court Sobriety Court Program ("Sobriety Court") has provided quality services to the citizens of Ingham County since 2004; and

WHEREAS, continuation of the Sobriety Court will require continuing to employ two probation officers to provide staffing for the program; and

WHEREAS, the increased caseloads seriously threaten the level and quality of services; and

WHEREAS, sources of sobriety court grant funding have been identified which would not obligate the County to provide matching funds, including but not limited to the State Court Administrative Office-Michigan Drug Court Grant Program (SCAO-MDCGP).

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes acceptance of a State Court Administrative Office grant including the SCAO-MDCGP grant in the amount of \$127,000 to the Ingham County 55th District Court Sobriety Court Program for the time period of October 1, 2022 through September 30, 2023.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes acceptance of donations from the Ingham County Sobriety Court Foundation as well as other organizations, groups, and individuals to the Ingham County 55th District Court Sobriety Court.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners hereby expresses its appreciation to the Ingham County Sobriety Court Foundation for any future possible donations to the 55th District Court Sobriety Court Program and authorizes the program to accept any future possible donation.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners approves the total grant budget of \$296,217 to include SCAO-MDCGP grant funds in the amount of \$127,000 and Ingham County In-Kind matching funds of \$169,217 with no local hard cash matching funds, all of which are required to continue the Sobriety Court Program.

BE IT FURTHER RESOLVED, that the 55<sup>th</sup> District Court will allocate Ingham County In-Kind funding in the amount of \$9,600 to the Ingham County Office of the Public Defender for representation of non-indigent Sobriety Court participants.

BE IT FURTHER RESOLVED, that grant-funded Sobriety Court program direct service subcontracts for the following services in the following amounts are authorized:

1. Substance Abuse Testing with Alcohol and Drug Administrative Monitoring (ADAM) – not to exceed \$18,690
2. Evaluation and Counseling services with Cognitive Consultants – not to exceed \$32,552

BE IT FURTHER RESOLVED, that the Controller/Administrator is directed to make the necessary adjustments to the 2022 and 2023 55<sup>th</sup> District Court budget.

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



## Agenda Item 9

TO: Board of Commissioners Law & Courts and Finance Committees

FROM: Helen Walker, Deputy Court Administrator/FOC Director

RE: Resolution Authorizing an Agreement with Child and Family Charities for the Access and Visitation Grant Program

DATE: October 10, 2022

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### **BACKGROUND:**

The Ingham County Friend of the Court receives annual funding for the Access and Visitation Grant Program from the State Court Administrator's Office. The Access and Visitation Grant program insures that parents within the Friend of Court/Circuit Court system have access to their children when the Court requires their parenting time to be supervised by a third person.

Resolution #20-439, which was adopted on October 13, 2020, authorizes Ingham County to subcontract Access and Visitation Grant funding to Child and Family Charities in an amount not to exceed \$5,000. On September 20, 2022, the Friend of the Court was informed by the State Court Administrative Office that starting in Fiscal Year 2023, the Friend of Court will be awarded Access and Visitation Grant funding in an amount not to exceed \$10,000. As a result, it is necessary to Amend Resolution #20-439 to enable the Friend of Court to subcontract Access and Visitation Grant funding to Child and Family Charities in an amount not to exceed \$10,000.

### **ALTERNATIVES:**

The Friend of Court could forgo utilizing the increased amount of the award from the State Court Administrative Office Access and Visitation Grant Program, which would have a negative impact on the ability of indigent and low-income clients to have access to their children through supervised parenting time services.

### **FINANCIAL IMPACT:**

Board of Commissioners Resolution #21-578 approved the contract between the Ingham County Friend of Court and the State Court Administrative Office Access and Visitation Grant Program for fiscal year 2022. For 2023, the Access and Visitation Grant Program revenue contract amount will be increased to \$10,000 on the "2023 Contract Resolution to approve various contracts". Funds are available in line item: 215-14300-818000.

### **STRATEGIC PLANNING IMPACT:**

This resolution supports the preservation of parent/child relationships in Ingham County by continuing to enable the Friend of the Court to offer supervised parenting time services to indigent and low-income clients.

Thank you for your consideration. A representative of the Friend of the Court will be available at the October 27, 2022 Law & Courts Committee Meeting and the November 2, 2022 Finance Committee Meeting.

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING A CONTRACT WITH CHILD AND FAMILY CHARITIES  
FOR THE ACCESS AND VISITATION GRANT PROGRAM**

WHEREAS, the Board of Commissioners passed Resolution #20-439 which authorizes a contract with Child and Family Charities for the purpose of subcontracting the Access and Visitation Grant that the Friend of the Court receives from the State Court Administrative Office in the amount of \$5,000 for supervised parenting time services; and

WHEREAS, after Resolution #20-439 was adopted, the State Court Administrative Office informed the Friend of the Court that they were awarded Access and Visitation Grant funding in an amount not to exceed \$10,000 starting in fiscal year 2023; and

WHEREAS, the Friend of the Court desires to continue to offer supervised parenting time services to indigent and low-income clients.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a contract with Child and Family Charities, located at 4287 Five Oaks Dr., Lansing, MI 48911, for the Access and Visitation Grant Program for fiscal year 2023 with two additional options to renew for two years, for a total of three years, at the discretion of the Friend of the Court.

BE IT FURTHER RESOLVED, that Ingham County will sub-contract the Access and Visitation Grant funding to Child and Family Charities in an amount not to exceed \$10,000.

BE IT FURTHER RESOLVED, that funds are available in line item 215-14300-818000.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments to the 2023, 2024, and 2025 budgets in accordance with this resolution.

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 10a**

**TO:** Board of Commissioners Law & Courts and Finance Committees  
**FROM:** Heidi Williams, Director, Ingham County Animal Control & Shelter  
**DATE:** October 17, 2022  
**SUBJECT:** Resolution to authorize the purchase of a 2023 Ford Explorer Police Interceptor  
For the meeting agenda of October 27, 2022 and November 2, 2022

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### **BACKGROUND**

Ingham County Animal Control and Shelter is seeking to add a seventh Animal Control Officer to the department for the purposes of performing proactive investigations into animal welfare and public safety issues. With the addition of this new officer, ICACS seeks to purchase a 2023 Ford Explorer Police Interceptor SUV to add to the vehicle fleet.

As this vehicle will primarily be involved in responding to calls in a city environment, ICACS seeks to purchase a hybrid Police Interceptor to capitalize on maximum fuel efficiency and minimizing environmental impact.

### **ALTERNATIVES**

If this resolution is not approved, ICACS will retain an older fleet vehicle which is scheduled to be taken out of service.

### **FINANCIAL IMPACT**

The purchase price of this vehicle is estimated to be \$45,771 which will be paid for out of existing millage funds.

### **STRATEGIC PLANNING IMPACT**

This resolution supports the Ingham County Strategic Plan by providing quality and efficient services all while practicing fiscal responsibility.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to support the purchase of a 2023 Ford Explorer for Ingham County Animal Control and Shelter.

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE PURCHASE OF A 2023 FORD EXPLORER  
POLICE INTERCEPTOR FOR INGHAM COUNTY ANIMAL CONTROL AND SHELTER**

WHEREAS, the Ingham County Animal Control and Shelter (ICACS) is seeking to add an additional Animal Control Officer position to the department; and

WHEREAS, an additional patrol vehicle is needed to facilitate the primary job function of the Animal Control Officer to respond to calls for service; and

WHEREAS, ICACS seeks to purchase a new 2023 Ford Explorer Police Interceptor at a cost not to exceed \$46,000; and

WHEREAS, the vehicle will be purchased under the MiDeal extended purchasing program.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the purchase of a 2023 Ford Explorer Police Interceptor with Animal Shelter millage funds not to exceed \$46,000.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Controller/Administrator to make the necessary budget adjustments authorized by this resolution.

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

## **Agenda Item 10b**

**TO:** Board of Commissioners Law & Courts, County Services, and Finance Committees  
**FROM:** Heidi Williams, Director, Ingham County Animal Control & Shelter  
**DATE:** October 17, 2022  
**SUBJECT:** Creation of second Lead Animal Control Officer  
For the meeting agenda of October 27, 2022, November 1, 2022 and  
November 2, 2022

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### **BACKGROUND**

Ingham County Animal Control and Shelter currently employs six full-time Animal Control Officers and is currently requesting to add a seventh officer with the passage of the operations millage.

Currently one officer is designated as a Lead Animal Control Officer. The Lead Animal Control Officer is responsible for directing the daily enforcement and public safety activities of the animal control officers along with providing them with advice and assistance as needed.

Additionally, the position performs the duties of Animal Control Officer as needed. The work shifts of the Animal Control Officers are currently divided into a day shift comprised of three officers and an afternoon shift comprised of three officers. This proposal would ensure that a Lead Animal Control Officer is present on both shifts to provide leadership and direction.

I have determined that there is a need for one additional Lead Animal Control Officer position to balance the work load that currently falls to one person.

### **FINANCIAL IMPACT**

The cost for implementing this additional designation will amount to \$3,700 to be taken out of existing Ingham County Animal Control and Shelter millage funds.

### **STRATEGIC PLANNING IMPACT**

This resolution supports the Ingham County Strategic Plan by providing quality and efficient services all while practicing fiscal responsibility.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to support the creation of an additional Lead Animal Control Officer Designation out of the existing Animal Care Staff at the Ingham County Animal Control & Shelter.

**Agenda Item 10b**

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO CREATE A SECOND LEAD ANIMAL CONTROL OFFICER DESIGNATION**

WHEREAS, the Ingham County Animal Control and Shelter (ICACS) seeks to create a second lead Animal Control Officer to increase oversight in daily operations regarding responding to calls for service regarding public safety and animal welfare; and

WHEREAS, ICACS and the Capital City Labor Program (CCLP) have agreed to enter into a letter of agreement to create a second lead Animal Control Officer designation; and

WHEREAS, the cost for implementing this additional designation will amount to \$3,700 annually to be funded by the Ingham County Animal Control and Shelter millage funds.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves creating a second lead Animal Control Officer designation to be paid a stipend of \$3,700 annually in addition to regular wages.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Controller/Administrator to make the necessary budget adjustments to the Ingham County Animal Control budget.

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

## **Agenda Item 10c**

**TO:** Board of Commissioners Law & Courts, County Services, and Finance Committees  
**FROM:** Heidi Williams, Director, Ingham County Animal Control & Shelter  
**DATE:** October 17, 2022  
**SUBJECT:** Creation of a veterinarian and veterinarian assistant position  
For the meeting agenda of October 27, 2022, November 1, 2022 and  
November 2, 2022

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### **BACKGROUND**

On August 2, 2022, a millage was passed to fund the continued operation of the Ingham County Animal Control and Shelter (ICACS). When this millage was proposed to the Board of Commissioners, part of the funding was intended to fund the creation of a veterinarian position and veterinarian assistant position.

The purpose of adding these positions is to expand services to the citizens of the County, including implementing a “trap, neuter, and release” (TNR) program designed to help control population of unowned cats in the community. The second veterinarian will also allow for more comprehensive daily care of animals, along with the establishment of a formal on-call system to ensure that shelter staff have a directed medical contact every day to address medical emergencies.

### **ALTERNATIVES**

If this position is not created, then ICACS will continue with current operations and not implement a TNR program.

### **FINANCIAL IMPACT**

The long term (top level) 2023 cost for a veterinarian assistant is \$115,118. The long-term (top level) 2023 cost for a veterinarian is \$163,656. The cost for both of these positions will be paid for out of existing millage funds for the remainder of fiscal year 2022, and new millage funds for 2023 onward.

### **STRATEGIC PLANNING IMPACT**

This resolution supports the Ingham County Strategic Plan by providing quality and efficient services all while practicing fiscal responsibility.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to support the creation of a veterinarian and veterinarian assistant position for the Ingham County Animal Control & Shelter.

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE CREATION OF A VETERINARIAN ASSISTANT AND  
VETERINARIAN POSITION FOR INGHAM COUNTY ANIMAL CONTROL AND SHELTER**

WHEREAS, in August of 2022 a millage was passed to fund the operations of the Ingham County Animal Control and Shelter; and

WHEREAS, part of the proposed millage funding was to be designated for the creation of a veterinarian and veterinarian assistant position for the purpose of expanding services to the citizens of the County, including the implementation of a program to spay and neuter unowned cats in the community; and

WHEREAS, the total top level cost (CCLP AC Grade 2) of the veterinarian assistant position (wage and fringe) is projected to be \$115,118; and

WHEREAS, the total top level cost (MC Grade 11) of the veterinarian position (wage and fringe) is projected to be \$163,656; and

WHEREAS, the cost for these positions will be paid out of the Ingham County Animal Control and Shelter Millage Fund.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the addition of a veterinarian assistant (CCLP AC Grade 2) and veterinarian (MC Grade 11) to the Ingham County Animal Control & Shelter.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Controller/Administrator to make the necessary budget transfers and changes to the Approved Position List as authorized by this resolution.



**TO:** Board of Commissioners Law & Courts Committee

**FROM:** Barb Davidson, 9-1-1 Director

**DATE:** October 18, 2022

**SUBJECT:** Resolution to authorize the use of a facility/station dog at Ingham County 9-1-1

*For Law & Courts Committee agenda Oct. 27 and Finance Committee agenda Nov. 2, 2022*

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### **BACKGROUND**

While exploring options to help with the retention of Ingham County 9-1-1 staff and reduce stress, a webinar hosted by K9 for Warriors and station dogs was attended. As part of their mission, K9s For Warriors partners with law enforcement and first responder agencies to provide reliable, high-quality K9s to provide emotional support to officers, support staff, victims, and others who are repeatedly exposed to traumatic events in the line of duty. These Station Dogs ease the emotional stress common in this line of public service. Although these dogs are not Service Dogs and are not able to be paired with one of their veteran warriors, many are either retired from Service Dog work or received extensive training from our professional trainers prior to starting their career as a Station Dog. Station Dogs are a great enhancement to staff mental health support and have shown success in many different arrangements. Before starting their new career, each dog (which are usually between 2 to 3 years of age) is medically cleared with limited to no medical needs (so they do not place a financial burden on the receiving agency), and receives a basic obedience training refresher, and learns some special commands to assist them in their role as a Station Dog, although, “make a friend” is likely the only command they need to make a difference.

Each Station Dog is required to be able to, at a minimum, meet the standards set forth by Assistance Dogs International (ADI) and must pass the American Kennel Club’s Canine Good Citizen Test, as well as be able to reliably perform basic obedience. Our Station Dog would not be reactive to other animals and would be friendly and confident so that new sights, sounds, and experiences do not startle them. At a minimum, each Station Dog is able to complete the following commands successfully 90% of the time: Heel, Sit, Down, Place, Kennel (crating), My Lap, Make a Friend, and Load/Unload in and out of a vehicle. While in the Center, our Station Dog would be accessible by any staff member to help mitigate the signs or symptoms of stress and provide emotional support.

Pre-Placement and Post-Placement training will be provided by K9 for Warriors free of charge to our designated handlers. Because we are a larger 24/7 department, we will have a group of individuals identified as handlers. Follow-up training for the dog and handlers will be provided by K9 for Warriors on an as-needed basis. Routine follow-up will be conducted monthly to evaluate effectiveness, needs, etc. K9 for Warriors will be providing us with a hypoallergenic dog breed.

K9s For Warriors will provide our Station Dog with an initial vest, leash, treat pouch, waste bags, identification patches, 1-year supply of preventative meds (flea/tick/heartworm), toys, and a dog crate.

### **ALTERNATIVES**

Seek other programs or forgo getting the dog.

### **FINANCIAL IMPACT**

The costs associated with having a dog from K9 for Warriors program are veterinary care after the dog is placed with us and food for the dog after it is placed. K9 for Warriors, with their associates with companies like Chewy, have many ways to help offset those costs which we will be exploring. Bottle/can return and donations will also be explored. With the assistance that has already been offered, we don't anticipate money to have to come out of the 911 budget but research was done. The average cost to own a dog for a household is from \$1,000 to \$4,000 annually. The bulk of this expense is the purchase of food. We will plan for a maximum expense of \$4,000.

**OTHER CONSIDERATIONS:** We have met with both unions. Both COAM and CCLP are supportive of having a facility/station dog. We have also consulted the Controller's Office; Cohl, Stoker, and Toskey, P.C.; and the Michigan Municipal Risk Management Authority about the potential liability.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to authorize the use of a facility/station dog at Ingham County 9-1-1.

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE THE USE OF A FACILITY/STATION DOG AT THE  
INGHAM COUNTY 9-1-1 CENTER**

WHEREAS, Ingham County 9-1-1 Telecommunicators (9-1-1 Dispatchers & Supervisors) daily serve the citizens of Ingham County by answering their emergency calls for police, fire, and emergency medical services and by dispatching the appropriate assistance as quickly as possible; and

WHEREAS, Ingham County 9-1-1 Telecommunicators are the first and most critical contact our citizens have with emergency services servicing as the single vital link between public safety responders and the public; and

WHEREAS, Ingham County 9-1-1 Telecommunicators have an innately stressful job and are repeatedly exposed to traumatic events in the line of duty; and

WHEREAS, K9s for Warriors, a non-profit veterans' organization, partners with law enforcement and first responder agencies to provide reliable, high-quality K9s to provide emotional support to first responders who are repeatedly exposed to traumatic events in the line of duty; and

WHEREAS, the 9-1-1 Center has consulted with Cohl, Stoker & Toskey, P.C., the Michigan Municipal Risk Management Authority, and the Controller's Office regarding potential liability and determined that liability should be assumed by the 9-1-1 Center as a county agency; and

WHEREAS, Michigan is a strict dog bite liability state where the owner of the dog (Ingham County) is liable for any injury or bite caused by the dog under MCL 287.351 regardless of where the injury occurs; and

WHEREAS, while considering this, this dog can be a great enhancement to staff mental health support and has shown to be successful in many different arrangements; and

WHEREAS, K9 for Warriors will provide the dog, training, crate, leash, vest, 1 year of preventative medicine, and toys free of charge; and

WHEREAS, all costs outside of what will be provided by K9 for Warriors may be covered by donations, or may be invoiced to the Ingham County 9-1-1 Center at a cost not to exceed \$4,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the use of a facility/station dog at the Ingham County 9-1-1 Center and transfer of ownership of the dog from K9 for Warriors to Ingham County.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes an expenditure not to exceed \$4,000 from the Emergency Telephone Dispatch Services 9-1-1 fund for the care of the facility/station dog.

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

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the acceptance of donations for the care of the facility/station dog.

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

**FROM:** Jared Cypher, Deputy Controller

**DATE:** October 14, 2022

**SUBJECT:** Extending the current Tri-County Office on Aging lease agreement

For the meeting agendas of: October 31 & November 2

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**BACKGROUND**

Tri-County Office on Aging (TCOA) has a building lease with Ingham County that expires December 31, 2022. Language in the original agreement states an option to renew the lease agreement for an additional (5) five years. TCOA wishes to exercise this option. If approved, the lease will extend through December 31, 2027.

**ALTERNATIVES**

There are no alternatives to this request.

**FINANCIAL IMPACT**

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

**STRATEGIC PLANNING IMPACT**

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

**OTHER CONSIDERATIONS**

There are no other considerations for this agreement.

**RECOMMENDATION**

Based on the information presented, approval is requested to extend the TCOA lease agreement for an additional (5) five years.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO EXTEND THE CURRENT TRI-COUNTY OFFICE ON AGING  
LEASE AGREEMENT**

WHEREAS, Tri-County Office on Aging (TCOA) has a lease with Ingham County for space in the Human Services Building (HSB), that expires December 31, 2022; and

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

WHEREAS, TCOA wishes to exercise this option; and

WHEREAS, if approved, the lease will extend through December 31, 2027; and

WHEREAS, monthly lease rental payments shall be charged and collected by the Financial Services Department based on square footage leased by TCOA, as appropriate.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a five-year lease renewal to begin January 1, 2023 through December 31, 2027.

BE IT FURTHER RESOLVED, that the Financial Services Department shall determine and collect monthly rental payments from TCOA based upon TCOA's share of the Human Services Building's (HSB) annual operational and maintenance expenses; TCOA's share of such expenses shall be a percentage of said expenses that equals the percentage of square footage of space of the HSB that is leased by TCOA.

BE IT FURTHER RESOLVED, that at the end of each calendar year the Financial Services Department shall determine the total cost of all improvements made to the HSB during that year which shall be billed to and paid by the TCOA in the same manner as the HSB operational and maintenance expenses.

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

To: Human Services and Finance Committees

From: Jared Cypher, Deputy Controller

Date: October 17, 2022

Subject: Resolution to Authorize an Agreement for Michigan State University Extension Services between Michigan State University and Ingham County  
For the meeting agendas of October 31 and November 1

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**BACKGROUND**

There have been agreements between Michigan State University (MSU) and Michigan counties for nearly a century. For fiscal year 2023, MSUE is providing a standard base agreement with each county. The base agreement will specify access to the full range of Extension's statewide programs offered by the four Extension programming institutes, and sets each county's share of the cost of maintaining the network of Extension Educators.

**ALTERNATIVES**

There are no feasible alternatives. Absent this agreement, a separate county structure would need to be established to provide these services at tremendous cost and effort.

**FINANCIAL IMPACT**

For the period January 1, 2023 to December 31, 2023, the County shall pay to MSUE \$299,667 which is the cost of the assessment plus any additional personnel costs. The Assessment Fee for Ingham County consists of the standard assessment amount of \$141,092 and \$158,575 for additional personnel, as described in the agreement. Payment will be made the first month of each quarter of the county fiscal year.

**STRATEGIC PLANNING IMPACT**

This resolution supports the 5-Year action plan Goal C, strategy C7, implementation task B: Coordinate environmental education efforts with MSU Extension, Tri-County Regional Planning Commission and the environmental health division of the Health Department. It also supports the overarching long-term objective of assisting in meeting basic needs.

**OTHER CONSIDERATIONS**

None.

**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 AGREEMENT WITH MICHIGAN STATE UNIVERSITY  
EXTENSION SERVICES TO APPROVE THE 2023 ANNUAL WORK PLAN**

WHEREAS, Michigan State University Extension (MSUE), in collaboration with Ingham County, is committed to helping people improve their lives through initiatives in four Extension Educational Program Institutes; and

WHEREAS, MSUE will provide access to educators appointed to the four Institutes and MSU faculty affiliated with each Institute to deliver core programs; and

WHEREAS, MSUE will provide administrative oversight of operating expenses for educators, 4-H coordinators, and other MSUE program staff and faculty who provide programming to counties; and

WHEREAS, the Ingham County Board of Commissioners will provide office space for a County Extension office, including utilities, telephone, and access to high speed internet; and

WHEREAS, the Ingham County Board of Commissioners will provide clerical staff for the Extension office that will perform clerical functions, including assisting County residents in accessing MSUE resources by office visit, telephone, email, internet, and media; and

WHEREAS, the parties will adhere to all applicable federal, state, and local laws, ordinances, rules, and regulations prohibiting discrimination.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes entering into an annual Work Plan that includes a county assessment not to exceed \$299,667 with MSU Extension for the period of January 1, 2023 through December 31, 2023 for delivery of Extension services and education.

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



**TO:** Board of Commissioners Human Services & Finance Committees  
**FROM:** Tim Morgan, Parks Director  
**DATE:** October 18, 2022  
**SUBJECT:** Burchfield Trail/Cabin Development – McNamara Landing Grant #LW26-01860  
For the meeting agenda of October 31, 2022 Finance and November 2, 2022 Human Services

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**BACKGROUND**

Resolution #21-163 authorized the submittal of a Land and Water Conservation Fund Application. The Land and Water Conservation Fund recommended this project for funding. This resolution authorizes the acceptance of the attached project agreement for the grant as Ingham County Parks successfully received this grant.

Attached is the Project Agreement, a boundary map of the project area, and a legal description. The project at Burchfield Trail/Cabin Development – McNamara Landing will provide accessibility improvements throughout the park. These improvements will include five new solar powered cabins, a 10-foot wide paved path, paved parking spaces for cabins, ramped canoe/kayak launches, a well, a pump house and distribution system, landscaping, and amenities.

**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 Michigan Department of Natural Resources (MDNR) provided notice that the grant will be awarded in the amount of \$500,000. The County's financial commitment is \$500,000 for a total project amount of \$1,000,000.

Other funds, not grant eligible, will be required to complete the project including a topographical survey in the amount of \$10,000. The topographical survey will be required to properly design the project with proper grading and layout of the proposed improvements.

Resolution #20-562 authorized \$310,000 for this project including topographical survey in line item 228-62800-967000-TR089.

Resolution #21-163 authorized \$200,000 for this project. This resolution is requesting the transfer of \$200,000 into line item 228-62800-967000-TR089 from Trails and Parks Millage fund balance.

**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 and Recreation Commission supported this resolution with the passage of a motion at their October 10, 2022 meeting.

**RECOMMENDATION**

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



Michigan Department of Natural Resources - Grants Management

## LAND AND WATER CONSERVATION FUND DEVELOPMENT PROJECT AGREEMENT

*This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.  
CFDA 15.916, Outdoor Recreation, Acquisition, Development & Planning*

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 703 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended. The GRANTEE has been approved by the DEPARTMENT and the United States Department of the Interior, National Park Service ("SERVICE") to receive a grant. In Public Act **87** of **2021**, the Legislature appropriated funds to the DEPARTMENT for a Land and Water Conservation Fund (LWCF) grant to the GRANTEE. The Federal Award Date is 09/14/2022 and the Federal Award ID Number for these funds is P22AP01506.

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:** Trail / Cabin Development, McNamara Landing **Project Number:** 26-01860

**Amount of grant:** \$500,000.00 50% **PROJECT TOTAL:** \$1,000,000.00

**Amount of match:** \$500,000.00 50%

**Start Date:** Date of Execution by DEPARTMENT **End Date:** 06/30/2025

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 **11/30/2022**, 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: \_\_\_\_\_

Unique Entity Identifier

CV0048161

SIGMA Vendor Number SIGMA Address ID

### MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

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

Grants Section Manager

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

Phone: 517-284-7268

Email: [dnr-grants@michigan.gov](mailto:dnr-grants@michigan.gov)

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, MiGrants, 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**

\_\_\_\_\_  
LWCF 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, the development grant application bearing the number **26-01860** uploaded to MiGrants. The Agreement together with the referenced documents in MiGrants and Appendices 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. Grant funds are made available to the GRANTEE through a grant by the SERVICE to the DEPARTMENT.
4. The budget period of performance allowed for project completion is from **10/01/2022** through **06/30/2025**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants 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.
5. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.
6. The words "project facilities" shall mean the following individual components, as further described in the application.  
  
Cabin(s)  
Canoe/Kayak Launch or Ramp  
Fire Pit(s)  
Landscaping  
Picnic Table(s)  
Trail 8' wide or more  
Utilities  
Permit Fees
7. The award is not for Research and Development.

8. The DEPARTMENT will:

- a. grant to the GRANTEE a sum of money equal to **Fifty Percent (50%)** of **One Million dollars (\$1,000,000.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Five Hundred Thousand dollars (\$500,000.00)** which is the total amount obligated by this action.
- 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 MiGrants website which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, EFTs and/or list of volunteer labor 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. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.

9. The GRANTEE will:

- a. immediately make available all funds required to complete the project and to **Five Hundred Thousand dollars (\$500,000.00)** 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. The indirect rate for this award is zero because it has been waived by the GRANTEE.
- b. Follow the requirements of 2 CFR 200.92 Subaward; 200.101 Applicability; 200.332 Requirements for pass through entities; and 2 CFR 200.318 - 200.327 Procurement Standards.
- c. For infrastructure projects, comply with the Build America, Buy America (BABA) Act. All of the iron, steel, manufactured products, and construction materials used in the project must be produced in the United States. For further information, refer to the Development Procedures Booklet.
- d. with the exception of section 106 consultation and engineering costs as provided for in Section 9 incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications, and bid documents.
- e. 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, which must include reference of the BABA Act for infrastructure project, as noted in our Development Procedure's Booklet.
  - ii. Within 180 days of execution of this Agreement 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 to 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 overhead utility lines.
    - 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.
  - f. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, and as appropriate the SERVICE, to regulate the use thereof to the satisfaction of the DEPARTMENT, and as appropriate the SERVICE, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
  - g. 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. Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted based on 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
  - h. adopt ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certify copies of all ordinances and/or resolutions adopted for these purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
  - i. 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.
  - j. 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 may reasonably require.
  - k. 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.
  - l. erect and maintain a sign on the park entry sign of the property which designates this project as one having been constructed with assistance from the Land and Water Conservation Fund. The size, color, and design of this sign shall be in accordance with DEPARTMENT and SERVICE specifications.
  - m. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the LWCF signs 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.
10. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered for reimbursement under the terms of this Agreement. Eligible section 106 consultation expenses incurred prior to the issue of this agreement and eligible engineering costs incurred toward completion of the project facilities in the six months preceding 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.
11. 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 9/30/2025**. If the GRANTEE fails to submit a complete final request for reimbursement by this date, 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.
12. 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 pursuant to this Section may also require prior approval of the SERVICE.
13. 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.
14. The project area and all facilities provided thereon and the land and water access ways to the project facilities 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 on the basis of sex, race, color, religion, national origin, residence, age, or disability.
15. Unless an exemption has been authorized by the DEPARTMENT, and as appropriate the SERVICE, 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 acquired shall not be subject to: (a) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
16. 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.
17. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the life of the project, either in fee 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 and the SERVICE.
18. 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 the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the SERVICE and implementation of mitigation approved by the DEPARTMENT and the SERVICE, including, but not limited to, replacement with land of equal or greater recreational usefulness and market value.
- b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the SERVICE.
- c. Before completion of the project, the GRANTEE, the DEPARTMENT and the SERVICE may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
19. Should title to 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 at least equal or greater market value, and of equal or greater usefulness and locality. The DEPARTMENT and the SERVICE shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other outdoor recreation properties and project facilities of at least equal or greater market value and of equal or greater usefulness and location. Such replacement shall be subject to all the provisions of this Agreement.
20. The GRANTEE acknowledges that:



- a. The GRANTEE has examined the project area and that it has found the property to be safe for public use or that action 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.
21. 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.
22. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan or the federal government 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.
23. 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.
24. 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.
25. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, 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 any of them may be 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.
26. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT or the SERVICE to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
27. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
28. 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.
29. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this

Agreement.

30. 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 Land and Water Conservation Fund, the Michigan Natural Resources Trust Fund and the Recreation Passport Grant Program; and/or
  - d. Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT or the SERVICE; and/or
  - e. Require repayment of grant funds paid to GRANTEE; and/or
  - f. Require specific performance of the Agreement.
31. 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.
32. 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 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.
33. 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.
34. 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.
35. 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.
36. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT, and as appropriate, the SERVICE.



**SAMPLE RESOLUTION**  
(Development)

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

"RESOLVED, that \_\_\_\_\_, 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 in perpetuity.
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 )

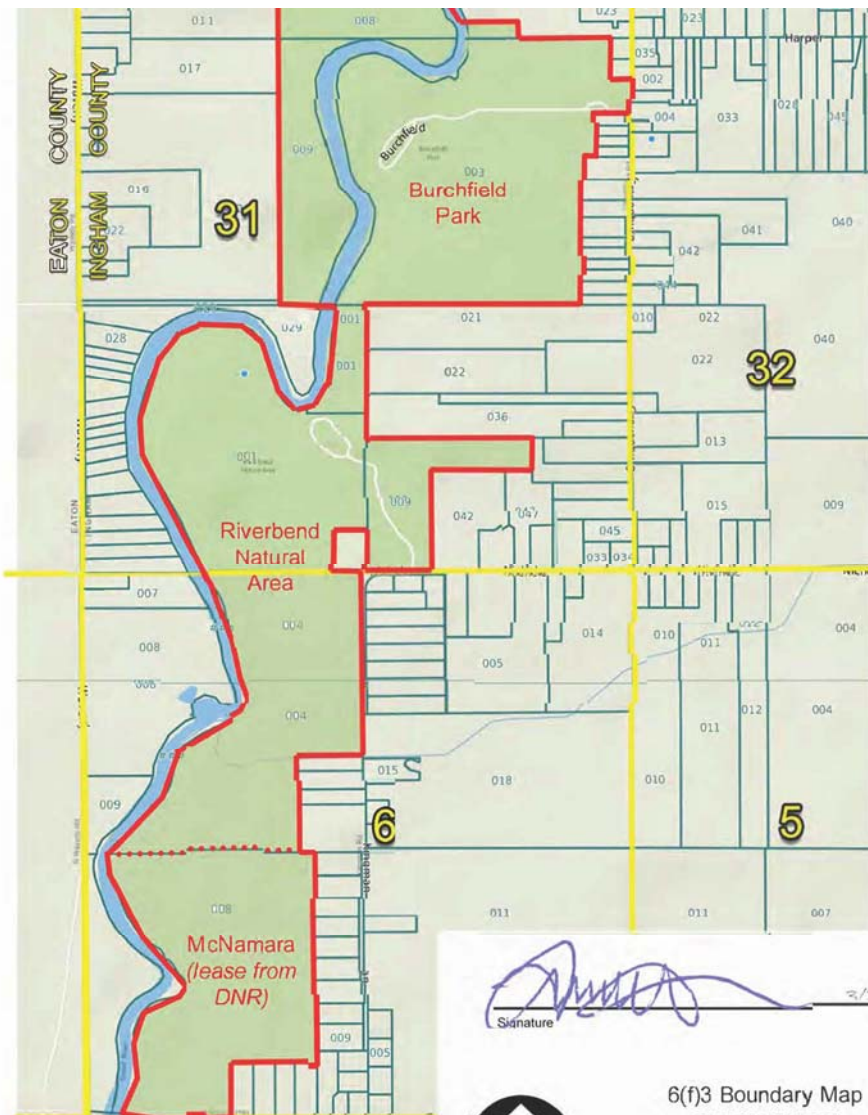
) ss

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



Christie Bayus  
12.13.21



# This Indenture,

made this 27th day of July,

in the year of our Lord one thousand nine hundred and thirty-six,

Between Searlett and Earl, Incorporated, a Michigan corporation,  
of the City of Lansing, county of Ingham,  
state of Michigan, a corporation organized and existing under and by virtue of the laws of the state  
of Michigan, party of the first part, and Board of County Road Commissioners of  
Ingham County, Michigan,

Witnesseth, that the said party of the first part, for and in consideration of the sum of  
One and more dollars,  
to it in hand paid by the said part V of the second part, the receipt whereof is hereby confessed and  
acknowledged, does by these presents, grant, bargain, sell, remise, release, alien and confirm unto the  
said part V of the second part, and its successors  
Heirs and assigns, FOREVER, All those  
certain piece or parcel of land, situate and being in the Township of  
Delhi, county of Ingham and

state of Michigan, known and described as follows, to-wit: Beginning at a point  
thirty-two rods east and ten rods north of the point where the  
north line of section thirty-one in Town Three North, Range Two  
West, intersects the east bank of Grand River; thence south  
twenty rods; thence west to Grand River; thence along said river  
to a point where an east and west line drawn through the point  
of beginning intersects said river; thence east to place of  
beginning; together with and subject to all easements, privileges,  
rights and agreements described in a certain deed to Edwin W.  
Bishop and wife recorded in liber 278 of deeds at page 51; and  
together with and subject to all easements, privileges, rights  
and agreements described in a certain deed to Mark T. Woodruff  
recorded in liber 278 of deeds at page 389.

And also hereby conveying the North forty and ninety-  
six one-hundredths (40.96) acres of the North one-half of the  
North-east quarter of Section Thirty-one, Town Three North, Range  
Two West, except the East ten hundred and nineteen (1019) feet  
thereof and also except portions thereof heretofore conveyed by  
deeds recorded in the Ingham County Register of Deeds Office  
in liber 278 of deeds on page 389 and in liber 316 of deeds on  
page 52. Subject to flowage and driveway rights as contained  
in former deeds. All of the above described land hereby conveyed  
being in the said Township of Delhi, Ingham County, Michigan.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in  
anywise appertaining; TO HAVE AND TO HOLD the said premises, as herein described, with the  
appurtenances, unto the said part V of the second part, and to its successors  
Heirs and assigns, FOR-  
EVER.

And the said party of the first part, for itself and its successors, does covenant, grant, bargain, and  
agree to and with the said part V of the second part, its successors and assigns, that  
at the time of the enrolling and delivery of these presents it is well seized of the above granted  
premises in Fee Simple; that they are free from all encumbrances whatever,  
except as above set forth.

G d. River P.K.

Baldwin  
Rayner  
L.L. N&S

Need

RECORDED IN DEEDS

LIBER 1035 PG 187 Delhi # 27  
RECORDED

WARRANTY DEED—SHORT—891 (Rev. 1967)  
(PHOTO COPY FORM) THE RIEGLE PRESS, INC., FLINT, MICHIGAN SPACE ABOVE FOR REAL ESTATE TRANSFER STAMP

FEB 17 2 20 PM '71

This Indenture, made February 9, 1971  
BETWEEN WILLIAM P. ROGERS and JOANN M. ROGERS, husband  
and wife, who address is 4882 Wilcox Road, Holt, Michigan,

REGISTER OF DEEDS  
Mia Bill Humphrey  
INGHAM COUNTY, MICH.

parties of the first part,  
and INGHAM COUNTY, MICHIGAN, the address of which is  
Mason, Michigan,

party of the second part,

whose address is

Witnesseth, That the said party of the first part, for and in consideration of Fifteen thousand (15,000.00)  
dollars

to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents, grant,  
bargain, sell, remise, release, alien and confirm unto the said party of the second part ~~XXXXXX~~ its successors and assigns,  
FOREVER, all that certain piece or parcel of land situate and being in the Township  
of Delhi County of Ingham and State of Michigan, and described as follows, to-wit:

The East 1019 feet of the North 40.96 acres of the North 1/2  
of the North East fractional 1/4 of Section 31, T3N, R2W, Delhi  
Township, Ingham County, Michigan, except the South 25 feet,  
and also except the North 400 feet of the East 220 feet.



Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold  
the said premises, as herein described, with the appurtenances, unto the said party of the second part and to ~~his heirs~~ its successors  
and assigns, FOREVER. And the said party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and  
agree to and with the said party of the second part, ~~his heirs~~ its successors and assigns, that at the time of the delivery of these presents  
he is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever without  
exception

and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever,  
without exception

When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed, and Delivered in Presence of

*William P. Rogers*  
WILLIAM P. ROGERS

*Joann M. Rogers*  
JOANN M. ROGERS

*Michael G. Harrison*  
MICHAEL G. HARRISON

STATE OF MICHIGAN, )

on February 9, 1971.

SS. before me, a Notary Public, in and for said County, personally appeared  
WILLIAM P. ROGERS and JOANN M. ROGERS

to me known to be the same person ~~S~~ described in and who executed the within instrument, who  
acknowledged the same to be ~~their~~ free act and deed.

4. Drafted by:  
Michael G. Harrison  
116 West Ottawa Street  
Lansing, Michigan 48933

*Gwen Louise Haskell*  
GWEN LOUISE HASKELL, Notary Public,  
Ingham County, Michigan,  
My commission expires Oct. 25, 1974

SEE FOOT NOTES ON OTHER SIDE

G.R. PK.

Delhi # 28  
19588

RECORDED LIBER 1158 PAGE 108

JUN 19 8 38 AM '75

Recorded \_\_\_\_\_  
at \_\_\_\_\_ o'clock \_\_\_\_\_  
Liber \_\_\_\_\_ of Deeds, Page \_\_\_\_\_  
Register of Deeds.

WARRANTY DEED—BY CORPORATION.  
(PHOTO-STAT)—(NO. 1334-P).

REGISTER OF DEEDS  
"GOOD" LINE OF LEGAL BLANKS  
THE REGIE PRESS, INC., FLINT, MICH.

This Indenture, made the June 17th day of June in the year of our Lord one thousand nine hundred and seventy-five  
BETWEEN First Baptist Church of Lansing, Michigan

127 N. Capitol City of Lansing, County of Ingham, State of Michigan,  
an ecclesiastical corporation organized and existing under and by virtue of the laws of the State of Michigan, party of the first part, and  
Ingham County, Michigan, a political subdivision with principal offices  
at the County Court House, Mason, Michigan part y of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Twenty thousand and 00/100 Dollars,

to it in hand paid by the said part y of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents, grant, bargain, sell, remise, release, alien and confirm unto the said part y of the second part, and its successors

piece or parcel of land, situate and being in the Township of Delhi, County of Ingham, and State of Michigan, known and described as follows, to-wit:

Beginning at the center of Section 31, T3N., R2W.,  
thence south 1055 feet; thence west 586 feet; thence  
north 34 feet to the bank of Grand River; thence north-  
easterly along the bank of said river to a point west of center  
of said section; thence east to beginning;  
Together with an easement of a right of way to the above  
described parcel to provide ingress and egress thereto,  
over the balance of the parcel described as all that part of the  
SW $\frac{1}{4}$  of said Section 31, lying east of Grand River; said right  
of way to be 18 feet in width and to run from the parcel  
herein conveyed in a southerly direction to the public  
highway.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining; TO HAVE AND TO HOLD  
the said premises, as herein described, with the appurtenances unto the said part y of the second part, and to its successors  
heirs and assigns, FOREVER.

And the said party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said part y of  
the second part its successors heirs and assigns, that at the  
time of the enrolling and delivery of these presents it is well seized of the above granted premises in FEE SIMPLE; that they are free from all  
encumbrances whatever,

and that it will and its successors shall forever WARRANT and DEFEND the same against all lawful claims whatsoever.

IN WITNESS WHEREOF, the said First Baptist Church of Lansing, Michigan, a

Michigan ecclesiastical corporation,  
has caused these presents to be signed in its name by its Chairman of the Church Board

~~XXXXXX~~ the day and year first above written.

Signed, Sealed and Delivered in Presence of

Bernice C. Scott  
Bernice C. Scott  
Thayer Winegardner  
Thayer Winegardner



First Baptist Church of Lansing,  
Michigan

By Fred E. Vanosdall  
Fred E. Vanosdall  
Its Chairman of the Church Board

STATE OF MICHIGAN,  
County of Ingham

Notary Public  
Fred E. Vanosdall

On this 17th day of June in the year one thousand nine hundred and seventy-five

seventy-five

to me personally known, who, being by me duly sworn, did  
he is the Chairman of the Church Board  
of First Baptist Church of Lansing, MI an ecclesiastical corporation,  
the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said cor-  
poration; and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and said  
acknowledged said instrument to be the free act and deed of said corporation.

Prepared by: N. A. McLean, Attorney  
800 Davenport Bldg.  
Lansing, MI 48933

Thayer Winegardner (Thayer Winegardner)  
Notary Public, acting in and for Ingham County, Michigan.  
My commission expires March 5 19 79

NOTE—1 AND 2. IF MORE THAN ONE OFFICER ACKNOWLEDGES, INSERT AT 1 "EACH FOR HIMSELF" AND AT 2 "THEY ARE, RESPECTIVELY." 3. WHERE CONVEYANCE IS MADE TO CORPORATION OR PARTNERSHIP, THE FOLLOWING MAY BE INSERTED, "ITS SUCCESSORS," AND DRAW A LINE THROUGH THE WORD "HEIRS."  
(APPROXIMATE WORD AND CHARACTER COUNT 442)

G.R. PK

2059  
WARRANTY DEED  
STATUTORY FORM  
FOR INDIVIDUALS

LIBER 1187 PAGE 1054

Delhi # 29

KNOW ALL MEN BY THESE PRESENTS: That William P. Rogers and wife, Joann Rogers, of 1812 Persimmon Path, Holt, Michigan, Duane J. Taft and wife, Lila Mae Taft, of 1201 Brentwood, Charlotte, Michigan, and Susan McGarry, of 5 Point Highway, Eaton Rapids, Michigan,

Convey and Warrant to Ingham County, a Municipal Corporation,

whose street number and postoffice address is Courthouse, Mason, Michigan,

the following described premises situated in the Township of Delhi County of Ingham and State of Michigan, to-wit:

All that part of Southwest 1/4 of Section 31, T3N, R2W, Delhi Township, lying East of Grand River except .6 of an acre granted to Michigan Power Company, for flowage purposes, and also except a parcel described as: Commencing at center of said Section 31, thence South 1055.0 feet, thence West 586 feet, thence North 34 feet to Bank of Grand River, thence Northeasterly along Bank of said river to a point West of center of said Section, thence East to beginning, together with and including all gas, oil and mineral rights, together with easement 18 feet wide running south to highway on South line of said Section to provide ingress and egress which easement is also except and subject further to all other easements, restrictions and driveway rights of record, EXCEPT, however, the following described premises which are not included in this conveyance, to-wit: Beginning on the North-South 1/4 line 133 feet N. of the S. 1/4 corner of Section 31, T3N, R2W, Delhi Township, thence W. 336 feet, thence N. 434 feet, thence East 336 feet to the North-South 1/4 line, thence S. 434 feet to point of beginning; the S. 133 feet of the E. 33 feet of the SW 1/4 of said Section 31 being reserved for driveway to the above premises, and subject further to the easement and right of way rights with the church,

for the sum of One hundred twenty nine thousand (\$129,000.00) dollars

subject to

RECORDED

Dated this 7th day of July 19 76

Signed and Sealed in presence of

John H. Eliasohn  
John H. Eliasohn  
E. Rosalie Eliasohn  
E. Rosalie Eliasohn

STATE OF MICHIGAN  
COUNTY OF Ingham

ss.

JUL 12 1 53 PM '76

REGISTER OF DEEDS

Signed and Sealed in presence of  
Ingham County, Mich.

William P. Rogers (L.S.)  
Joann Rogers (L.S.)  
Duane J. Taft  
Lila Mae Taft (L.S.)  
Susan McGarry (L.S.)

The foregoing instrument was acknowledged before me this \* (1) 7th day of July 19 76 by \* (2) William P. Rogers and wife, Joann Rogers, Duane J. Taft and wife, Lila Mae Taft, and Susan McGarry,

\*(3)

John H. Eliasohn  
John H. Eliasohn  
Notary Public, Ingham County, Michigan

My Commission expires February 28, 19 78

\*Note: (1) insert date (2) insert name of person(s) acknowledged (grantor) \*(3) signature of person taking acknowledgment

County Treasurer's Certificate

City Treasurer's Certificate



Please note the following:

1. Marital status of each male grantor must be indicated.
2. The name of each person who signs this instrument shall be legibly printed, typewritten or stamped upon such instrument immediately beneath the signature of such person.

3. If the notarial act is performed outside the State of Michigan, the acknowledgment must show the rank or title and serial number, if any, of the person taking the acknowledgment. The official seal of the person performing the notarial act outside the State of Michigan should be affixed to the deed.

Drafted by: John H. Eliasohn, Attorney,  
Business address: 1428 Lindbergh Drive,  
Lansing, Michigan, 48910

After recording return to:

T-842

G. R. P. K.



6087

LIBER 1236 PAGE

8

Delhi #31

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That Leta Swift of 577 Grovenburg Road, Mason, Michigan, survivor of her deceased husband Clair R. Swift, whose death certificate is recorded in Liber 873, Page 424, Ingham County Records. Convey and Warrant to Lawrence R. Thomas and Florence A. Thomas, Husband and Wife, of 5283 SW 40th Ave., Ft. Lauderdale, Florida,

the following described premises situated in the Township of Delhi County of Ingham and State of Michigan, to-wit:

The W 1/2 of the W 1/2 of the S 1/2 of the SE 1/4 of Section 31, T3N, R2W, and a parcel of land described as: Beginning 660 feet E of the NW corner of the S 1/2 of the SE 1/4 of said Section 31, thence E along the E and W 1/8 line, 990 feet; thence S 320 feet; thence W 990 feet parallel with said E and W 1/8 line; thence N 320 feet to beginning, consisting of approximately 27.27 acres. Subject to all easements and restrictions of record and subject to the oil and gas lease dated September 30, 1970 and recorded October 6, 1970, in Liber 1025, Page 190, Ingham County Records.



RECORDED

Nov 15 11 06 AM '77

REGISTER OF DEEDS

*Barbara J. Winters*  
INGHAM COUNTY, MICH.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of Twenty Eight Thousand Five Hundred (\$28,500.00) Dollars. subject to

Dated this 2nd day of November 19 77

Signed and Sealed:

Signed and Sealed in presence of

*Leta Swift* (L.S.)  
Leta Swift

*Barbara J. Winters*  
Barbara J. Winters

*Lloyd D. Morris*  
Lloyd D. Morris

STATE OF MICHIGAN  
COUNTY OF Ingham

On this 2nd day of November 19 77 before me personally appeared Leta Swift

to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

*Lloyd D. Morris*  
Lloyd D. Morris

My Commission expires July 6 1981

Notary Public, Ingham County, Michigan

County Treasurer's Certificate

City Treasurer's Certificate

After recording return to:

G.R. PK.

Recording Fee \_\_\_\_\_  
U.S. Rev. Stamps \_\_\_\_\_  
See notes on reverse side

Drafted by: Lloyd D. Morris  
Business address: 152 E. Ash Street  
Mason, Michigan

6086

RECORDED IN DEEDS

LIBER 1236 PAGE

9

Delhi # 32

WARRANTY DEED—SHORT—891 (Rev. 1967)  
(PHOTO COPY FORM) DOUBLE DAY BROS. & CO., KALAMAZOO, MICH.

SPACE ABOVE FOR REAL ESTATE TRANSFER STAMP

RECORDED

This Indenture, made October 27, 1977  
BETWEEN LAWRENCE R. THOMAS AND FLORENCE A. THOMAS,  
husband and wife, of 5283 S.W. 40th Ave.,  
Ft. Lauderdale, Florida,

and COUNTY OF INGHAM, a body politic and corporate,

Nov 15 11 07 AM '77

REGISTER OF DEEDS

Ingham County, Mich.

whose address is 301 Bush Street, Mason, Michigan  
Witnesseth, That the said party of the first part, for and in consideration of twenty eight thousand six hundred  
fifty and no/100 dollars (\$28,650.00)  
to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents, grant,  
bargain, sell, remise, release, alien and confirm unto the said party of the second part, ~~this~~ <sup>his heirs</sup> its successors  
FOREVER, all that certain piece or parcel of land situate and being in the Township  
of Delhi County of Ingham and State of Michigan, and described as follows, to-wit:

The W 1/2 of the W 1/2 of the S 1/2 of the SE 1/4  
of Section 31, T3N, R2W, and a parcel of land  
described as: beginning 660 feet E of the NW  
corner of the S 1/2 of the SE 1/4 of said Section  
31, thence E along the E and W 1/8th line, 990  
feet; thence S 320 feet; thence W 990 feet par-  
allel with said E and W 1/8th line; thence N 320  
feet to beginning, consisting of approximately  
27.27 acres.

Subject to all easements and restrictions of record,  
and subject to the oil and gas lease dated September  
30, 1970 and recorded October 6, 1970 in Liber 1025,  
Page 190, Ingham County Records.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold  
the said premises, as herein described, with the appurtenances, unto the said party of the second part and to ~~his heirs~~ its successors  
and assigns, FOREVER. And the said party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and  
agree to and with the said party of the second part, ~~this~~ <sup>his heirs</sup> its successors assigns, that at the time of the delivery of these presents  
he is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever except as noted  
above.

and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever,  
except as noted above.

When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed, and Delivered in Presence of

Arthur Breuss

Adolph Robison

Lawrence R. Thomas

Florence A. Thomas

STATE OF MICHIGAN REAL ESTATE  
TRANSFER TAX  
Dept. of Taxation NOV 15 '77 \$31.90

FLORIDA  
STATE OF MICHIGAN.

SS.

on October 27, 1977

COUNTY OF DADE before me, a Notary Public, in and for said County, personally appeared  
Lawrence R. Thomas and Florence A. Thomas  
to me known to be the same person described in and who executed the within instrument, who  
acknowledged the same to be their free act and deed.

4. Drafted by: Jack C. Davis  
LOOMIS, EWERT, EDERER, PARSLEY,  
DAVIS & GOTTING  
1200 Bank of Lansing Bldg.  
Lansing, Michigan 48933

NOTARY PUBLIC STATE OF FLORIDA AT  
MY COMMISSION EXPIRES SEPT. 6 1980  
BONDED WITH GENERAL AS UNDERWRITERS

Notary Public,  
County, Michigan,  
19

SEE FOOT NOTES ON OTHER SIDE



6704

Delhi #34

Lawyers Title Insurance Corporation

LIBER 1246 PAGE 1187

Form 561 6-75  
WARRANTY DEED—Statutory Form  
C.L. 1948, 565.151 M.S.A. 26.571

KNOW ALL MEN BY THESE PRESENTS: That LEONE W. NORTH and JANETTE M. NORTH, his wife,  
whose address is 861 Grovenburg Road, Holt, Michigan

Convey(s) and Warrant(s) to the COUNTY OF INGHAM,

RECORDED

whose address is Court House, Mason, Michigan 48854

the following described premises situated in the Township of Delhi  
County of Ingham and State of Michigan, to-wit:

MAR 9 11 17 AM '78

REGISTER OF DEEDS

*Paula Johnson*  
INGHAM COUNTY, MICH.

A parcel of land in Section 31, T3N, R2W, Delhi Township, Ingham County, Michigan; the surveyed boundary of said parcel being described by Michigan R.L.S. #18998 as commencing at the East 1/4 corner of said Section 31; thence N00°23'33" E along the East line of said Section 31, 1316.38 feet; thence N89°07'36"W, 1518.32 feet to the point of beginning of this description; thence S00°52'24"W, 300.00 feet; thence N89°07'36"W, 300.00 feet; thence S00°52'24"W, 251.74 feet; thence S85°44'56"W, 443.75 feet; thence N00°52'24"E, 591.38 feet; thence S89°07'36"E, 741.97 feet to the point of beginning.

for the full consideration of Eleven Thousand and Eleven and No/100 (\$11,011.00) Dollars  
subject to easements and restrictions of record.

INGHAM  
COUNTY  
124739



Dated this 22 day of February 1978

Witnesses:

Signed and Sealed:

*Allen L. Hansen*  
Allen L. Hansen  
*Ronald L. Gemmill*  
Ronald L. Gemmill

*Leone W. North* (L.S.)  
Leone W. North  
*Janette M. North* (L.S.)  
Janette M. North  
(L.S.)

STATE OF MICHIGAN

COUNTY OF Ingham ss.

The foregoing instrument was acknowledged before me this 22 day of February 1978  
by Leone W. North and Janette M. North

My commission expires

Dec 11, 1978

I. Arlene Price Ingham

Notary Public *I. Arlene Price* County, Michigan

Business 303 West Kalamazoo - Suite 400

Instrument Drafted by Larry A. Salstrom

Address Lansing, Michigan 48933

County Treasurer's Certificate

City Treasurer's Certificate

Recording Fee

State Transfer Tax \$12.65

When recorded return to Ingham County Board of  
Park Trustees, 301 Bush St., Mason, MI.

Send subsequent tax bills

to Ingham County Board of Park Trustees

301 Bush Street, Mason, Michigan

Tax Parcel # G.R. PK.

RECORDED IN DEEDS **219083**

LIBER 1246 PAGE 58

#36

WARRANTY DEED—SHORT—891 (REV. 1967)  
(PHOTO COPY FORM) THE RIEGLE PRESS, INC., FLINT, MICH. SPACE ABOVE FOR REAL ESTATE TRANSFER STAMP

RECORDED

This Indenture, made Feb. 16, 1978  
BETWEEN DEXTER G. BRUNO, a single man, and JANICE M. BRUNO, a single  
woman, of 6252 Nichols Rd., Holt, Michigan.

FEB 28 3 33 PM '78

REGISTER OF DEEDS  
*Paula Johnson*  
INGHAM COUNTY, MICH.

1 party of the first part.  
and COUNTY OF INGHAM, a Municipal Corporation  
Court House, Mason, Mi.

1 party of the second part,  
whose address is

WITNESSETH. That the said party of the first part, for and in consideration of 2 One Thousand and No/100 (\$1,000.00)  
Dollars

to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents, grant,  
bargain, sell, remise, release, alien and confirm unto the said party of the second part, 3 his heirs and assigns,  
FOREVER, all that certain piece or parcel of land situate and being in the Township  
of Delhi County of Ingham and State of Michigan, and described as follows, to-wit:

Beginning on the N-S  $\frac{1}{4}$  line 467 ft. North of the South  $\frac{1}{4}$  corner of  
Sec. 31, T3N, R2W, Delhi Township, Ingham County, Michigan; thence  
West 336 ft. parallel to South Sec. line; thence North 100 ft.;  
thence East 336 ft. to the N-S  $\frac{1}{4}$  line; thence South 100 ft. to the  
point of beginning.



Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold  
the said premises, as herein described, with the appurtenances, unto the said party of the second part and to 3 his heirs  
and assigns, FOREVER. And the said party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and  
agree to and with the said party of the second part, 3 his heirs and assigns, that at the time of the delivery of these presents  
he is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever

and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever.

When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed, and Delivered in Presence of

*Dexter G. Bruno*  
Dexter G. Bruno

*David P. Rogers*  
David P. Rogers

*William P. Rogers*  
William P. Rogers

*Janice M. Bruno*  
Janice M. Bruno

STATE OF MICHIGAN,

on Feb. 16, 1978

COUNTY OF Ingham ss. before me, a Notary Public, in and for said County, personally appeared  
Dexter G. Bruno and Janice M. Bruno  
to me known to be the same person S described in and who executed the within instrument, who  
acknowledged the same to be thier free act and deed.

4. Prepared by;  
William Rogers  
2086 N. Cedar St.  
Holt, Michigan

*William P. Rogers*  
Notary Public,  
County, Michigan,  
My commission expires , 19

RECORDED IN DEEDS

K19084

LIBER. 1246 PAGE 59

# 37

WARRANTY DEED—SHORT—891 (REV. 1967)

(PHOTO COPY FORM)

THE RIEGLE PRESS, INC., FLINT, MICH.

SPACE ABOVE FOR REAL ESTATE TRANSFER STAMP

RECORDED

This Indenture, made Feb. 23, 1978  
 BETWEEN COUNTY OF INGHAM, a Municipal corporation  
 Court House, Mason, Mi.

1 party of the first part.  
 and DEXTER G. BRUNO, a single man, and JANICE M. BRUNO, a single  
 woman

1 party of the second part.

whose address is 6252 Nichols Rd., Holt, Michigan.

WITNESSETH, That the said party of the first part, for and in consideration of One Thousand and No/100 (\$1,000.00)  
 Dollars

to him in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, does by these presents, grant,  
 bargain, sell, remise, release, alien and confirm unto the said party of the second part, his heirs and assigns,

FOREVER, all that certain piece or parcel of land situate and being in the Township

of Delhi County of Ingham

and State of Michigan, and described as follows, to-wit:

Beginning on the N-S  $\frac{1}{4}$  line 33 ft. North of the South  $\frac{1}{4}$  corner of Sec. 31,  
 T3N, R2W, Delhi Twp., Ingham County, Michigan; thence West 336 ft. parallel  
 to South Sec. line; thence North 100 ft.; thence East 336 ft. to the N-S  $\frac{1}{4}$  line;  
 thence South 100 ft. to the point of beginning.

INGHAM  
COUNTY

124550

STATE OF  
 MICHIGAN  
 Dept. of  
 Taxation



REAL ESTATE  
 TRANSFER TAX  
 FEB 28 '78  
 01.10  
 P.B. 10583

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining: To Have and to Hold  
 the said premises, as herein described, with the appurtenances, unto the said party of the second part and to his heirs  
 and assigns, FOREVER. And the said party of the first part, for himself, his heirs, executors and administrators, does covenant, grant, bargain and  
 agree to and with the said party of the second part, his heirs and assigns, that at the time of the delivery of these presents  
 he is well seized of the above granted premises in fee simple; that they are free from all incumbrances whatever

and that he will, and his heirs, executors, and administrators shall Warrant and Defend the same against all lawful claims whatsoever.

When applicable, pronouns and relative words shall be read as plural, feminine or neuter.

In Witness Whereof, The said party of the first part has hereunto set his hand the day and year first above written.

Signed, and Delivered in Presence of

*Billie Jo Hart*  
 Billie Jo Hart

*Lynette S. Outwater*  
 Lynette S. Outwater

COUNTY OF INGHAM

BY: *Debbie Stabenow*  
 Debbie Stabenow County Commissioner

BY: *Lingg Brewer*  
 Lingg Brewer - County Commissioner

STATE OF MICHIGAN,

COUNTY OF Ingham

to me known to be the same person  
 acknowledged the same to be their

ss.

on Feb. 23, 1978

before me, a Notary Public, in and for said County, personally appeared

*Debbie Stabenow & Lingg Brewer* (both County Commissioners)

described in and who executed the within instrument, who

free act and deed.

4. Prepared by;  
 William Rogers  
 2086 N. Cedar St.  
 Holt, Michigan

*Linda J. Dallal*  
 LINDA J. DALLAL Notary Public,

Ingham County, Michigan,

My commission expires 10/20/80, 19

SEE FOOT NOTES ON OTHER SIDE

WARRANTY DEED  
STATUTORY FORM  
FOR INDIVIDUALS

43504

LIBER 1608 PG 508

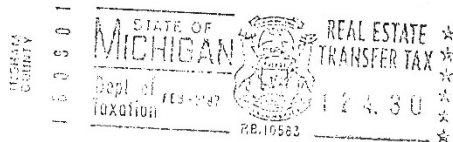
Delhi #41

KNOW ALL MEN BY THESE PRESENTS: That LEON W. NORTH and JANETTE M. NORTH, husband and wife  
whose street number and postoffice address is 861 Grovenburg, Holt, Michigan 48842  
Convey and Warrant to INGHAM COUNTY, a Public Corporation  
whose street number and postoffice address is Courthouse, Mason, Michigan 48854  
the following described premises situated in the Township of Delhi County of Ingham  
and State of Michigan, to-wit:

RECORDED

(See legal description - attached as Exhibit "A")

JAN 30 3 33 PM '87



REGISTER OF DEEDS  
Ingham County, Mich.

including all of Lessors' interest in the Oil and Gas Lease dated  
November 11, 1985, recorded in Liber 1580, Page 656.

for the sum of ONE HUNDRED TWELVE THOUSAND NINE HUNDRED TWENTY-SIX and No/100ths  
----- (\$112,926.00) Dollars-----  
subject to easements and restrictions of record.

Dated this 26th day of December 19 86

Signed and Sealed in presence of

Signed and Sealed:

Larry A. Salstrom  
Larry A. Salstrom  
Robert C. Moore  
Robert C. Moore

Leon W. North (L.S.)  
Leon W. North  
Janette M. North (L.S.)  
Janette M. North

STATE OF MICHIGAN  
COUNTY OF INGHAM

ss.

The foregoing instrument was acknowledged before me this \*(1) 26th day of December 19 86  
by \*(2) Leon W. North and Janette M. North

\*(3) Dale A. Ruttan  
Dale A. Ruttan  
Notary Public, Ingham County, Michigan

My Commission expires March 26 19 90

\*Note: (1) insert date (2) insert name of person(s) acknowledged (grantor) \*(3) signature of person taking acknowledgment

INGHAM COUNTY TREASURER'S CERTIFICATE  
I HEREBY CERTIFY that the foregoing instrument is a true and correct copy of the original as the same appears by the records in this office except as stated.

City Treasurer's Certificate

Donald R. Moore  
1-30-1987 Donald R. Moore, County Treasurer  
Sec. 135, Act 206, 1893 as amended

Please note the following:

1. Marital status of each male grantor must be indicated.
2. The name of each person who signs this instrument shall be legibly printed, typewritten or stamped upon such instrument immediately beneath the signature of such person.
3. If the notarial act is performed outside the State of Michigan, the acknowledgment must show the rank or title and serial number, if any, of the person taking the acknowledgment. The official seal of the person performing the notarial act outside the State of Michigan should be affixed to the deed.

Drafted by: Larry A. Salstrom  
Business address: 515 N. Capitol  
Lansing, MI 48933

After recording return to: Purchaser

G. R. P. K.

Delhi #41

ica

LIBER 1608 PG 509

EXHIBIT "A"

A parcel of land in the North fractional 1/2 of Section 31, T3N, R2W, Delhi Township, Ingham County, Michigan; the surveyed boundary of said parcel described as commencing at the Northeast corner of said Section 31; thence S00°58'38"W along the East line of said Section 31 a distance of 746.00 feet; thence N88°51'10"W, parallel with the North line of said Section 31 a distance of 375.00 feet to the point of beginning of this description; thence S00°58'38"W parallel with said East line 410.00 feet; thence N88°51'10"W parallel with said North line 125.00 feet; thence S00°58'38"W parallel with said East line 1476.34 feet to the East-West 1/4 line of said Section 31; thence N88°46'27"W along said East-West 1/4 line 2142.71 feet to the center of Section 31; thence N88°49'06"W continuing along said East-West 1/4 line 287.25 feet to a point on the Easterly bank of the Grand River; thence along a random traverse on the Easterly bank of said Grand River the following courses: N29°50'25"E 257.32 feet; thence N32°26'28"E 256.79 feet; thence N25°20'21"E 281.91 feet; thence N07°44'05"E 238.90 feet; thence N20°48'46"W 275.32 feet; thence N47°48'11"W 202.06 feet to the end of said random traverse; thence S88°32'31"E 521.29 feet; thence S01°27'29"W 591.38 feet; thence N86°19'59"E 443.74 feet; thence N01°27'29"E 251.74 feet; thence S88°32'31"E 300.00 feet; thence N01°27'29"E 300.00 feet; thence S88°32'31"E 499.29 feet; thence N00°58'38"E parallel with said East line 565.10 feet; thence S88°51'10"E parallel with said North line 644.00 feet to the point of beginning; said parcel containing 66.80 acres more or less to the water's edge of the Grand River, said parcel subject to all easements and restrictions of record.

60-1-1201  
60-1-1201  
60-1-1201  
60-1-1201

KNOW ALL MEN BY THESE PRESENTS: That DR. CYRIL WILLIAM HACKETT and HELEN MARTHA HACKETT,  
Husband and Wife,  
whose address is 634 Applegate Lane, East Lansing, Michigan 48823

Convey(s) and Warrant(s) to INGHAM COUNTY, a Public Corporation

whose address is Courthouse, Mason, Michigan

the following described premises situated in the Township of Delhi  
County of Ingham and State of Michigan, to-wit:

Delhi # 42

RECORDED

Please see Schedule A



JAN 30 3 33 PM '87

REGISTER OF DEEDS  
Ingham County, Mich.

for the full consideration of ONE HUNDRED SEVEN THOUSAND AND NO/100 (\$107,000.00) DOLLARS.  
subject to easements and restrictions of record.

Dated this 27th day of February

1986

Witnesses:

Signed and Sealed:

Lynda J. Rowlee  
Lynda J. Rowlee

Frederick G. Kleibusch  
Frederick G. Kleibusch

Cyril William Hackett (L.S.)  
Cyril William Hackett

Helen Martha Hackett (L.S.)  
Helen Martha Hackett

STATE OF MICHIGAN

COUNTY OF Ingham ss.

The foregoing instrument was acknowledged before me this 27th day of February 1986  
by Dr. Cyril William Hackett and Helen Martha Hackett, husband and wife

My commission expires

Instrument Drafted by Larry A. Salstrom

Notary Public LYND A. ROWLEE  
Notary Public, Ingham Co., MI  
My Commission Expires Aug. 31, 1986  
Business Address 515 N. Capitol, Lansing, MI 48933

INGHAM COUNTY TREASURER'S CERTIFICATE  
I HEREBY CERTIFY that the foregoing instrument is a valid and legal conveyance of the  
TITLES held by the state or any individual against the  
within description, and all TAXES on same are paid for  
five years previous to the date of this instrument, as  
appears by the records in this office except as stated.

City Treasurer's Certificate

Donald R. Moore  
Donald R. Moore, County Treasurer  
Sec. 135, Act 208, 1893 as amended.

Recording Fee

State Transfer Tax

When recorded return to Ingham County

Courthouse, Mason, Michigan 48843

Send subsequent tax bills

to Ingham County

Courthouse, Mason, Michigan 48843

Tax Parcel #

G. R. P. K.

Delhi # 42

LIBER 1608 PG 511

SCHEDULE A

Township of Delhi, County of Ingham and State of Michigan,  
to wit:

A parcel of land in the South 1/2 of Section 30 and the North 1/2 of Section 31, T3N, R2W, Delhi Township, Ingham County, Michigan; the surveyed boundary of said parcel being described as commencing at the West 1/4 corner of said Section 31; thence S 88°49'06" E along the East-West 1/4 line of said Section 31 a distance of 1994.88 feet to the point of beginning of this description; thence N 00°49'03" E parallel to the West line of said Section 31 a distance of 2998.51 feet; thence S 88°51'10" E parallel to the North line of said Section 31 a distance of 1517.34 feet to a point on the Westerly bank of the Grand River; thence along a random traverse on the Westerly bank of said Grand River the following courses: S 21°25'51" E 357.62 feet; thence S 12°00'53" W 299.66 feet; thence N 73°26'48" W 238.25 feet; thence N 61°21'22" W 455.87 feet; thence S 77°44'15" W 460.39 feet; thence S 31°53'46" W 284.48 feet; thence S 02°40'06" W 482.20 feet; thence S 08°17'21" E 439.61 feet; thence S 39°16'19" E 550.93 feet; thence S 23°22'17" W 489.12 feet; thence S 26°19'39" W 562.19 feet to the East-West 1/4 line of said Section 31 and the end of said Random traverse; thence N 83°49'06" W along said East-West 1/4 line 345.83 feet to the point of beginning; said parcel containing 50.00 acres more or less to the waters edge of the Grand River; said parcel subject to all easements and restrictions of record.

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That the BOARD OF COUNTY ROAD COMMISSIONERS OF INGHAM COUNTY, MICHIGAN, whose address is 301 Bush Street, P.O. Box 38, Mason, Michigan 48854, Quit Claim(s) to the COUNTY OF INGHAM, MICHIGAN, whose address is Courthouse, P.O. Box 319, Mason, Michigan 48854, the following described premises situated in the Township of Delhi, County of Ingham, and State of Michigan, to wit:

Beginning at a point thirty-two rods east and ten rods north of the point where the north line of section thirty-one in Town Three North, Range Two West, intersects the east bank of Grand River; thence south twenty rods; thence west to Grand River; thence along said river to a point where an east and west line drawn through the point of beginning intersects said river; thence east to place of beginning; together with and subject to all easements, privileges, rights and agreements described in a certain deed to Edwin W. Bishop and wife recorded in liber 278 of deeds at page 51; and together with and subject to all easements, privileges, rights and agreements described in a certain deed to Mark T. Woodruff recorded in liber 278 of deeds at page 389.

And also hereby conveying the North forty and ninety-six one hundredeths (40.96) acres of the North one-half of the North-east quarter of Section Thirty-one, Town Three North, Range Two West, except the East ten hundred and nineteen (1019) feet thereof and also except portions thereof heretofore conveyed by deeds recorded in the Ingham County Register of Deeds' office in liber 278 of deeds on page 389 and in liber 316 of deeds on page 52. Subject to flowage and driveway rights as contained in former deeds. All of the above described land hereby conveyed being in the said Township of Delhi, Ingham County, Michigan.

for the full consideration of One and no/100 Dollar (\$1.00)

Dated this 25 day of June, 1998.

Witnesses:

Deborah L. Bellows  
Deborah L. Bellows  
Sheila M. Lewis  
Sheila M. Lewis

Signed and Sealed:

June H. Pallottini (L.S.)  
June H. Pallottini, Chair  
Sandra F. Montgomery (L.S.)  
Sandra F. Montgomery, Board Secretary  
(L.S.)

STATE OF MICHIGAN )  
COUNTY OF INGHAM ) ss.

The foregoing instrument was signed before me this 25 day of June, 1998, by June H. Pallottini and Sandra F. Montgomery, its Chair and Secretary to the Board

My commission expires

April 16, 2001

Deborah L. Bellows

Notary Public  
Ingham County, Michigan

Instrument Drafted by:  
David G. Stoker, Esq.

Business Address:  
601 N. Capitol Avenue, Lansing, MI 48933

Recording Fee: \_\_\_\_\_

Sales Transfer Fee: Exempt per  
MCL 207.526(a) & (h)(i)

Tax Parcel # \_\_\_\_\_

When recorded return to: Robert Moore, Park Director  
Ingham County, 630 1/2 N. Cedar St., P.O. Box 178  
Mason, Michigan 48854

Send subsequent tax bills to: Exempt



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 LAND AND WATER CONSERVATION FUND GRANT LW#26-01860 FOR BURCHFIELD  
TRAIL/CABIN DEVELOPMENT – MCNAMARA LANDING**

WHEREAS, the Michigan Department of Natural Resources has approved the grant request in the total amount of \$500,000 for the grant application titled Burchfield Trail/Cabin Development - McNamara Landing to the Michigan Natural Resources Land and Water Conservation Fund for accessibility improvements at the park which includes up to five new solar powered cabins, a 10-foot wide paved path, paved parking spaces for cabins, ramped canoe/kayak launches, a well, a pump house and distribution system, landscaping and amenities; and

WHEREAS, the Land and Water Conservation Fund Grant in the amount of \$500,000 was awarded for park and accessibility improvements at Burchfield Trail/Cabin Development – McNamara Landing; and

WHEREAS, the required matching funds of \$500,000 will come from previously appropriated County funds reserved for this purpose as required by the Project's Grant Agreement (previously authorized by Resolutions #20-562 which authorized \$310,000, including the topographical survey and #21-163 which authorized \$200,000 for a total match of \$510,000).

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners, Ingham County, Michigan, does hereby accept the terms of the Agreement for Grant #26-01860 for accessibility improvements at Burchfield Trail/Cabin Development – McNamara 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 five hundred ten thousand (\$510,000) dollars to match the grant authorized by the Department, (of which \$500,000 is required by the Project's Grant Agreement and authorizes an additional \$10,000 for the topographic survey totaling \$510,000).
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 Controller/Administrator is authorized to make the necessary budget adjustments consistent with this resolution to make available \$310,000 into line item 228-62800-967000-TR089 (previously authorized by Resolution #20-562).

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments to make available the project amount of \$500,000 from the Michigan Department of Natural Resources in line item 228-62800-967000-TR089 and transfer an additional \$200,000 (previously authorized Resolution #21-163) from the Trails and Parks Millage fund balance to line item 228-62800-967000-TR089.

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:** October 18, 2022

**SUBJECT:** Hawk Island Park Improvements Grant #LW26-01857

For the meeting agenda of October 31, 2022 Human Services and November 2, 2022 Finance

---

**BACKGROUND**

Resolution #21-165 authorized the submittal of a Land and Water Conservation Fund Application. The Land and Water Conservation Fund recommended this project for funding. This resolution authorizes the acceptance of the attached project agreement for the grant as Ingham County Parks successfully received this grant.

Attached is the Project Agreement, a boundary map of the project area, and a legal description. The project at Hawk Island includes removing existing boardwalk along the northeast side of the pond, new floating docks with fishing extensions, a 10-foot wide paved path, and amenities. This is part of a multiphase project.

**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 Michigan Department of Natural Resources (MDNR) provided notice the grant will be awarded in the amount of \$430,400. The County's financial commitment is \$430,400 for a total project amount of \$860,800.

This resolution authorizes the Controller/Administrator to transfer the project amount of \$430,400 from the Michigan Department of Natural Resources to be available in line item 228-62800-967000-TR084 and \$430,400 from the Trails and Parks Millage fund balance into 228-62800-967000-TR084 for a total a project cost of \$860,800.

**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 supported this resolution with the passage of a motion at their October 10, 2022 meeting.

**RECOMMENDATION**

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



Michigan Department of Natural Resources - Grants Management  
**LAND AND WATER CONSERVATION FUND  
DEVELOPMENT PROJECT AGREEMENT**

*This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.  
CFDA 15.916, Outdoor Recreation, Acquisition, Development & Planning*

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 703 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended. The GRANTEE has been approved by the DEPARTMENT and the United States Department of the Interior, National Park Service ("SERVICE") to receive a grant. In Public Act **87** of **2021**, the Legislature appropriated funds to the DEPARTMENT for a Land and Water Conservation Fund (LWCF) grant to the GRANTEE. The Federal Award Date is 09/12/2022 and the Federal Award ID Number for these funds is P22AP01505.

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:** Hawk Island Park Improvements **Project Number:** 26-01857

**Amount of grant:** \$430,400.00 50% **PROJECT TOTAL:** \$860,800.00

**Amount of match:** \$430,400.00 50%

**Start Date:** Date of Execution by DEPARTMENT **End Date:** 06/30/2025

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 **11/30/2022**, 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: \_\_\_\_\_

Unique Entity Identifier \_\_\_\_\_

CV0048161 \_\_\_\_\_

SIGMA Vendor Number \_\_\_\_\_ SIGMA Address ID \_\_\_\_\_

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

SIGNED

By: \_\_\_\_\_  
Grants Section Manager

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

Phone: 517-284-7268

Email: [dnr-grants@michigan.gov](mailto:dnr-grants@michigan.gov)

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, MiGrants, 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**

\_\_\_\_\_  
LWCF 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, the development grant application bearing the number **26-01857** uploaded to MiGrants. The Agreement together with the referenced documents in MiGrants and Appendices 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. Grant funds are made available to the GRANTEE through a grant by the SERVICE to the DEPARTMENT.
4. The budget period of performance allowed for project completion is from **10/01/2022** through **06/30/2025**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants 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.
5. The words "project area" shall mean the land and area described in the uploaded legal description and boundary map already referenced as being a part of the project file.
6. The words "project facilities" shall mean the following individual components, as further described in the application.
  - Boardwalk
  - Fishing Pier or Dock
  - Landscaping
  - Recycle Bin(s)
  - Signage
  - Trail 8' wide or more
  - Permit Fees
7. The award is not for Research and Development.

8. The DEPARTMENT will:

- a. grant to the GRANTEE a sum of money equal to **Fifty Percent (50%)** of **Eight Hundred and Sixty Thousand Eight Hundred dollars (\$860,800.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Four Hundred and Thirty Thousand Four Hundred dollars (\$430,400.00)** which is the total amount obligated by this action.
- 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 MiGrants website which includes an expenditure list supported by documentation as required by the DEPARTMENT, including but not limited to copies of invoices, cancelled checks, EFTs and/or list of volunteer labor 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. Final payment will be released pending satisfactory project completion as determined by the DEPARTMENT and completion of a satisfactory audit.

9. The GRANTEE will:

- a. immediately make available all funds required to complete the project and to **Four Hundred and Thirty Thousand Four Hundred dollars (\$430,400.00)** 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. The indirect rate for this award is zero because it has been waived by the GRANTEE.
- b. Follow the requirements of 2 CFR 200.92 Subaward; 200.101 Applicability; 200.332 Requirements for pass through entities; and 2 CFR 200.318 - 200.327 Procurement Standards.
- c. For infrastructure projects, comply with the Build America, Buy America (BABA) Act. All of the iron, steel, manufactured products, and construction materials used in the project must be produced in the United States. For further information, refer to the Development Procedures Booklet.
- d. with the exception of section 106 consultation and engineering costs as provided for in Section 9 incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications, and bid documents.
- e. 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, which must include reference of the BABA Act for infrastructure project, as noted in our Development Procedure's Booklet.
  - ii. Within 180 days of execution of this Agreement 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 to 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 overhead utility lines.
  - 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.
- f. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, and as appropriate the SERVICE, to regulate the use thereof to the satisfaction of the DEPARTMENT, and as appropriate the SERVICE, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- g. 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. Membership or annual permit systems are prohibited, except to the extent that differences in admission and other fees may be instituted based on 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
- h. adopt ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certify copies of all ordinances and/or resolutions adopted for these purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
- i. 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.
- j. 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 may reasonably require.
- k. 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.
- l. erect and maintain a sign on the park entry sign of the property which designates this project as one having been constructed with assistance from the Land and Water Conservation Fund. The size, color, and design of this sign shall be in accordance with DEPARTMENT and SERVICE specifications.
- m. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the LWCF signs 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.
10. Only eligible costs and expenses incurred toward completion of the project facilities during the project period shall be considered for reimbursement under the terms of this Agreement. Eligible section 106 consultation expenses incurred prior to the issue of this agreement and eligible engineering costs incurred toward completion of the project facilities in the six months preceding 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.
11. 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 9/30/2025**. If the GRANTEE fails to submit a complete final request for reimbursement by this date, 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.
12. 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 pursuant to this Section may also require prior approval of the SERVICE.
13. 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.
14. The project area and all facilities provided thereon and the land and water access ways to the project facilities 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 on the basis of sex, race, color, religion, national origin, residence, age, or disability.
15. Unless an exemption has been authorized by the DEPARTMENT, and as appropriate the SERVICE, 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 acquired shall not be subject to: (a) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (b) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests.
16. 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.
17. None of the project area nor any of the project facilities constructed under this Agreement shall be wholly or partially conveyed during the life of the project, either in fee 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 and the SERVICE.
18. 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 the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the SERVICE and implementation of mitigation approved by the DEPARTMENT and the SERVICE, including, but not limited to, replacement with land of equal or greater recreational usefulness and market value.
- b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the SERVICE.
- c. Before completion of the project, the GRANTEE, the DEPARTMENT and the SERVICE may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
19. Should title to 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 at least equal or greater market value, and of equal or greater usefulness and locality. The DEPARTMENT and the SERVICE shall approve such replacement only upon such conditions as it deems necessary to assure the substitution of GRANTEE of other outdoor recreation properties and project facilities of at least equal or greater market value and of equal or greater usefulness and location. Such replacement shall be subject to all the provisions of this Agreement.
20. The GRANTEE acknowledges that:



- a. The GRANTEE has examined the project area and that it has found the property to be safe for public use or that action 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.
21. 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.
22. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan or the federal government 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.
23. 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.
24. 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.
25. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, 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 any of them may be 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.
26. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT or the SERVICE to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
27. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands connected with or affected by this project.
28. 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.
29. Failure by the GRANTEE to comply any of the provisions of this Agreement shall constitute a material breach of this

Agreement.

30. 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 Land and Water Conservation Fund, the Michigan Natural Resources Trust Fund and the Recreation Passport Grant Program; and/or
  - d. Require the GRANTEE to pay penalties or perform other acts of mitigation or compensation as directed by the DEPARTMENT or the SERVICE; and/or
  - e. Require repayment of grant funds paid to GRANTEE; and/or
  - f. Require specific performance of the Agreement.
31. 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.
32. 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 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.
33. 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.
34. 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.
35. 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.
36. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT, and as appropriate, the SERVICE.

**SAMPLE RESOLUTION**  
(Development)

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

"RESOLVED, that \_\_\_\_\_, 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 in perpetuity.
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     )

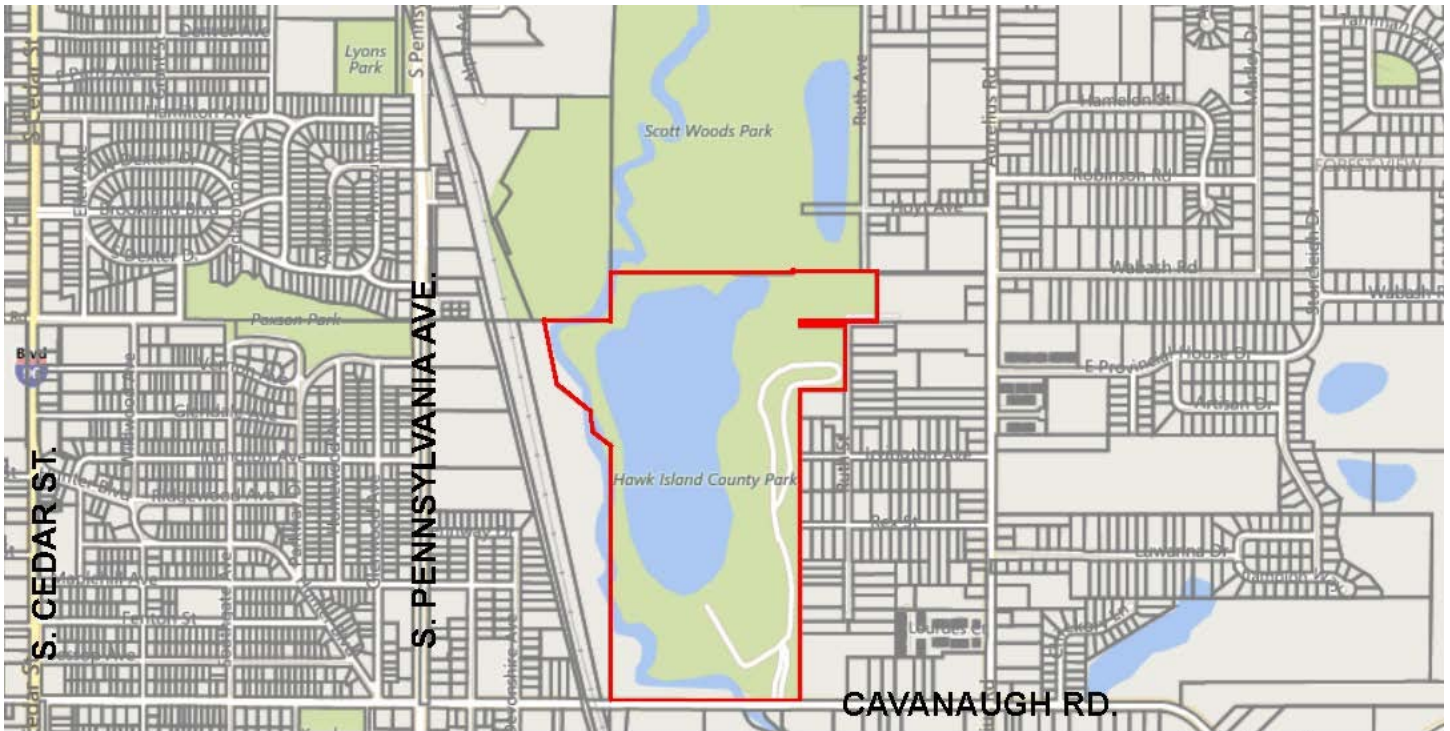
) ss

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



Signature 

5/14/21  
Date

6(f)3 Boundary Map  
Hawk Island Park  
Ingham County Parks  
Ingham County  
LW21-044  
100 acres  
Hawk Island Park Improvements, Phase II



Liber 2339 Page 848

RECORDED

## Property Description for 33-69913

## PARCEL 1

That part of the Southeast 1/4 of Section 27 and the North 1/2 of Section 34, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, beginning on the South line of the Northeast 1/4 of Section 34 at a point North 89°52'30" West 1,316.20 feet from the East 1/4 corner of Section 34; thence continuing along said South line North 89°52'30" West 1,057.64 feet; thence parallel with the North-South 1/4 line of Section 34 North 00°05'26" West 33.00 feet; thence North 89°52'30" West 254.80 feet to said North-South 1/4 line; thence along said 1/4 line North 00°05'26" West 1770.25 feet to a point 841.5 feet South of the North 1/4 corner of Section 34; thence parallel with the North line of the Northwest 1/4 of Section 34, North 89°55'43" West 15.00 feet to a point on the Easterly bank of the Sycamore Creek, said point being South 89°55'43" East 9 feet, more or less, from the waters edge; thence along an intermediate traverse line North 16°00'00" West 180.59 feet; thence continuing along said traverse line on the East side of the Sycamore Creek and the title line West of said creek North 53°31'41" West 384.93 feet; thence parallel with and 200 feet Easterly of (measured at right angles) the Easterly right of way line of the Michigan Central Railroad North 12°20'43" West 450.06 feet to the North line of said Northwest 1/4 of Section 34; thence South 89°55'43" East 469.21 feet to the North 1/4 corner of Section 34, (South 1/4 corner of Section 27); thence along the North-South 1/4 line of Section 27 North 00°04'19" East 120.00 feet to a point on the Southeasterly bank of said Sycamore Creek, said point being South 00°04'19" West 8 feet, more or less, from the waters edge; thence along an intermediate traverse line North 45°00'00" East 110.00 feet; thence continuing along said traverse line North 20°00'00" West 140.68 feet to a point South 89°57'33" East 12 feet, more or less, from said waters edge; thence along the North line of the South 330 feet of the West 1/2 of the Southeast 1/4 of Section 27 South 89°57'33" East 1,285.97 feet; thence along the Southerly projection of the West line of Goodhome Subdivision, recorded in Liber 9 of Plats, Page 5, Ingham County Records, North 00°03'22" East 14.38 feet to the Southwest corner of said Goodhome Subdivision; thence along the South line of said subdivision South 89°55'56" East 527.73 feet; thence South 00°04'52" West 344.68 feet to the South line of the Southeast 1/4 of Section 27; thence along said South line North 89°53'55" West 222.58 feet to the Northerly projection of the West Right of Way line of Ruth Street (platted as Donna Street) in Supervisor's Plat of Cherry Hill recorded in Liber 12 of Plats, Page 32, Ingham County Records; thence along said West line South 00°03'12" West 471.34 feet to the Southeast corner of Lot 86 of said Supervisor's Plat; thence North 89°53'55" West 305.00 feet to the Southwest corner of Lot 86; thence South 00°03'12" West 1,176.72 feet to the Southwest corner of said Supervisor's Plat and the Northwest corner of Supervisor's Plat of Cherry Hill No. 1, recorded in Liber 17 of Plats, Page 2, Ingham County Records; thence along the West line of said Supervisor's Plat South 00°09'16" East 998.62 feet to the point of beginning. ALSO all that land lying between the above described intermediate traverse line and the Easterly edge of the Sycamore Creek. EXCEPTING therefrom, the North 14.38 feet of the South 344.38 feet of the West 527.73 feet of the East 1/2 of the Southeast 1/4 of Section 27, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan.

Paid THRU 1994

All Taxes



## WARRANTY DEED

Liber 2321 Page 400

Liber 2339 Page 847 101  
RECORDED

The Grantors, EDWARD F. SOLOMON and BARBARA A. SOLOMON, husband and wife, of 4000 North Grand River Avenue, Lansing, Michigan 48906, convey and warrant to INGHAM COUNTY, a Michigan municipal corporation, whose address is the Courthouse, Mason, Michigan 48854, the following described premises situated in the City of Lansing, County of Ingham, and State of Michigan:

Rept No 6886  
MSR 2.00  
DEED 9.00  
CTAX 1,760.00

Parcel 1 as set forth in Exhibit A, attached:

for the sum of One Million Six Hundred Thousand Dollars (\$1,600,000).

Subject to easements and building and use restrictions of record, and further subject to: Reservation of oil, gas, and minerals as set forth in Liber 2090, Page 7d, Ingham County Records, and rights of the public and other riparian owners in that part of the premises lying beneath the waters of Sycamore Creek.

Dated this 5th day of January, 1996.

Signed in presence of:

Stephen L. Burlingame  
Stephen L. Burlingame

Edward F. Solomon, by his Attorney-in-Fact, Jeffrey E. Poorman, under Power dated September 5, 1990, and recorded in Liber 1843, Page 147, Ingham County Records

David M. Roy  
David M. Roy

INGHAM COUNTY TREASURER'S CERTIFICATE: I HEREBY CERTIFY that there are no TAX LIENS, or other encumbrances, against the TITLE held by the state or any individual against the within description, and all TAXES on same are paid for five years previous to the date of this instrument, as appears by the records in this office except as stated.

STATE OF MICHIGAN

COUNTY OF INGHAM

By: Donald R. Moore  
Donald R. Moore, County Treasurer  
Sec. 136, Act 206, 1983 as amended

1995 NOT EXAMINED

The foregoing instrument was acknowledged before me this 5th day of January, 1996, for Edward F. Solomon by his Attorney-in-Fact, Jeffrey E. Poorman, under Power dated September 5, 1990, and recorded in Liber 1843, Page 147, Ingham County Records and Barbara A. Solomon, by her Attorney-in-Fact, Jeffrey E. Poorman, under Power dated September 5, 1990, and recorded in Liber 1843, Page 143, Ingham County Records.

NOTARY PUBLIC CERTIFICATE: I HEREBY CERTIFY that there are no TAX LIENS, or other encumbrances, against the TITLE held by the state or any individual against the within description, and all TAXES on same are paid for five years previous to the date of this instrument, as appears by the records in this office except as stated.

Stephen L. Burlingame  
Stephen L. Burlingame  
Notary Public, Ingham County, Michigan  
My Commission Expires 04/03/1996

RECORDED  
04/03/1996 13:38  
REGISTER OF DEEDS  
Paula Johnson  
INGHAM COUNTY, MI

Donald R. Moore  
County Treasurer's Certificate

City Treasurer's Certificate

When Recorded Return To:  
Ingham County  
Courthouse  
Mason, MI 48854

Send Subsequent Tax Bills To:  
Ingham County  
Courthouse  
Mason, MI 48854

Drafted By:  
Stephen L. Burlingame  
1000 Michigan National Tower  
Lansing, MI 48933

Tax Parcel #3301-27-401-021  
#3301-01-27-401-021  
#3301-34-251-011  
#3301-01-34-251-011  
#3301-27-401-032  
#3301-01-27-401-032  
#3301-34-251-031-2  
#3301-01-34-251-031  
#3301-34-226-002

Recording Fee \$11 + \$2

Transfer Tax \$1,760. Also exempt from State transfer tax under MCL 207.526(p)(~)

STATE OF MICHIGAN  
COUNTY OF INGHAM  
01/22/1996  
302597



REAL ESTATE  
TRANSFER TAX  
\$ 1,760.00C  
\$ 6886

157

## QUIT CLAIM DEED

The Grantors, **EDWARD F. SOLOMON and BARBARA A. SOLOMON**, husband and wife, of 4000 North Grand River Avenue, Lansing, Michigan 48906, quit claims to **INGHAM COUNTY**, a Michigan municipal corporation, whose address is the Courthouse, Mason, Michigan 48854, the following described premises situated in the City of Lansing, County of Ingham, and State of Michigan:

RECORDED  
960002030  
01/22/1996 12:23:19  
REGISTER OF DEEDS  
Paula Johnson  
INGHAM COUNTY, MI

Parcel 2 as set forth in Exhibit A, attached;


Rcpt No 6886  
DEED 9.00  
MSSR 2.00  
Total 11.00

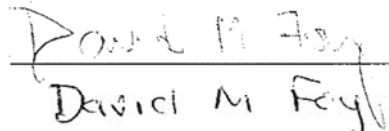
for the sum of One Dollar (\$1.00).

EXEMPT from transfer tax under MCL 207.526(a) and (r) and MCL 207.505(a).

Dated this 5th day of January, 1996.

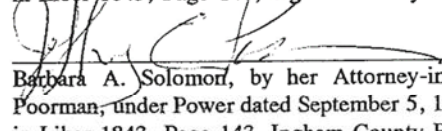
Signed in presence of:

  
Stephen L. Burlingame

  
David M. Fey



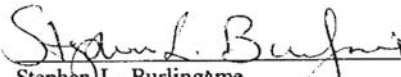
Edward F. Solomon, by his Attorney-in-Fact, Jeffrey E. Poorman, under Power dated September 5, 1990, and recorded in Liber 1843, Page 147, Ingham County Records



Barbara A. Solomon, by her Attorney-in-Fact, Jeffrey E. Poorman, under Power dated September 5, 1990, and recorded in Liber 1843, Page 143, Ingham County Records

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF INGHAM )

The foregoing instrument was acknowledged before me this 5th day of January, 1996, for Edward F. Solomon by his Attorney-in-Fact, Jeffrey E. Poorman, under Power dated September 5, 1990, and recorded in Liber 1843, Page 147, Ingham County Records and Barbara A. Solomon by her Attorney-in-Fact, Jeffrey E. Poorman, under Power dated September 5, 1990, and recorded in Liber 1843, Page 143, Ingham County Records.

  
Stephen L. Burlingame  
Notary Public, Ingham County, MI  
My Commission Expires: 6/4/97

## County Treasurer's Certificate

## City Treasurer's Certificate

When Recorded Return To:  
Ingham County  
Courthouse  
Mason, MI 48854

Send Subsequent Tax Bills To:  
Ingham County  
Courthouse  
Mason, MI 48854

Drafted By:  
Stephen L. Burlingame  
1000 Michigan National Tower  
Lansing, MI 48933

Tax Parcel #3301-27-401-032

Recording Fee \$11

Transfer Tax: EXEMPT MCL 207.526(a)  
and (r), MCL 207.505(a)

FIRST AMERICAN TITLE INS. CO.

2001 Abbott

East Lansing, MI 48823

15717 - 4607

EXHIBIT A

*Parcel 2:*

The North 14.38 feet of the South 344.38 feet of the West 527.73 feet of the East 1/2 of the Southeast 1/4 of Section 27, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan.



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 LAND AND WATER CONSERVATION FUND GRANT #LW26-01857 FOR HAWK ISLAND PARK**

WHEREAS, the Michigan Department of Natural Resources has approved the grant request in the total amount of \$430,400 for the grant application titled Hawk Island Park Improvements #21-01857 to the Michigan Natural Resources Land and Water Conservation Fund for accessibility improvements, located in Lansing; and

WHEREAS, these improvements will include removing an existing boardwalk along the northeast side of the pond, new floating docks with fishing extension, a 10-foot wide paved path, and amenities; and

WHEREAS, the required matching funds of \$430,400 will come from the Trails and Parks Millage fund balance.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners, Ingham County, Michigan, does hereby accept the terms of the Agreement for Grant #26-0187 for accessibility improvements at Hawk Island Park 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 four hundred thirty thousand and four hundred (\$430,400) 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.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments to make available the project amount of \$430,400 from the Michigan Department of Natural Resources be available in line item 228-62800-967000-TR084.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to transfer the match amount of \$430,400 from Trails and Parks Millage fund balance to line item 228-62800-967000-TR084.

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:** October 18, 2022  
**SUBJECT:** Resolution Authorizing Consolidating City of Lansing Projects TR028 and TR071  
For the meeting agenda of October 31, 2022 Human Services and November 2, 2022 Finance

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**BACKGROUND**

Board of Commissioners Resolutions #17-109, #20-456, and #20-028 authorized entering into contracts with the City of Lansing to fund the following projects:

Contract Title	Line Item #	Resolution	Contract Amount	Upfront Payment Issued
US 127 Pathways	TR028	#17-109 & #20-456	\$734,177	\$183,544.25
Bear Lake Pathway	TR071	#20-028	\$718,889	\$359,444.50

The City of Lansing is requesting project TR028 and TR071 be combined into one project for accounting purposes as detailed in the attached Exhibit A.

**ALTERNATIVES**

Keep the project line items as is.

**FINANCIAL IMPACT**

There is no additional financial impact from this request. This resolution authorizes a line item transfer of \$359,444.50 from line item 228-62800-967000-TR071 to line item 228-62800-967000-TR028 to consolidate two projects.

**STRATEGIC PLANNING IMPACT**

This resolution supports the overarching long-term objective of striving to make facilities and services user-friendly, specifically Section A. 1(f) - Maintain and improve existing parkland, facilities and features, 1(g) - Work to improve accessibility for visitors of all ages and abilities and 1(h) - Enhance existing trails and blueways, and develop new multi-use trails and blueways, that connect parks with recreational, residential, cultural and business centers throughout Ingham County.

**OTHER CONSIDERATIONS**

The Park Commission approved this approach at their October 10, 2022 meeting.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the resolution authorizing consolidating two City of Lansing projects.



—  
Andy Schor, Mayor  
Brett Kaschinske, Director

Parks and Recreation Department  
200 N. Foster Avenue  
Lansing, Michigan 48911  
PH: 517.483.4277 – FAX: 517.377.0180  
TDD: 517.483.4473  
[www.lansingmi.gov/parks](http://www.lansingmi.gov/parks)

September 20, 2022

Mr. Timothy Morgan, Director  
Ingham County Parks  
P.O. Box 178  
Mason, MI 48854

Ms. Nicole Wallace  
Trails & Parks Millage Coordinator  
P.O. Box 178  
Mason, MI 48854

Dear Ms. Wallace and Mr. Morgan:

The City of Lansing is submitting a request to consolidate the TR028 US 127 Pathways and TR071 Bear Lake Pathway funding for accounting purposes. The original TR028 funding was intended for use on both the Forest Akers and Bear Lake pathways (US 127 Pathways) and TR071 was intended to be used solely for the Bear Lake Pathway project.

The Bear Lake project has been partially constructed and funded using the TR028 project account funds originally allocated and set up for both projects in our accounting department.

To be consistent with past internal Fiscal year reporting, the City of Lansing would like to consolidate the two project funding awards for reporting and reimbursement purposes.

Thank you for your consideration and I look forward to hearing from you should you have any questions or if I may provide any additional information.

Sincerely,

Brett Kaschinske, Director

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE CONSOLIDATING CITY OF LANSING  
PROJECTS TR028 AND TR071**

WHEREAS, through Resolution #17-109, #20-456, and #20-028 the Ingham County Board of Commissioners authorized entering into contracts with the City of Lansing to fund the below projects:

<b>Contract Title</b>	<b>Line Item #</b>	<b>Contract Amount</b>	<b>Upfront Payment Issued</b>
US 127 Pathways	TR028	\$734,177	\$183,544.25
Bear Lake Pathway	TR071	\$718,889	\$359,444.50

;and

WHEREAS, the City of Lansing is requesting consolidating project TR028 and TR071 for accounting purposes and a line item transfer is necessary to consolidate the projects.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an amendment to consolidate the City of Lansing's two projects, TR028 & TR071, into one contract under Project Number TR028.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to transfer \$359,444.50 from line item 228-62800-967000-TR071 to line item 228-62800-967000-TR028.

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 14d

**TO:** Board of Commissioners Human Services & Finance Committees  
**FROM:** Tim Morgan, Parks Director  
**DATE:** October 18, 2022  
**SUBJECT:** Contract with Spicer Group Inc.  
For the meeting agenda of 10/31/22 Human Services and 11/2/22 Finance

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### **BACKGROUND**

Proposals were solicited from qualified and experienced engineering firms to serve as the prime professional for two (2) park projects: one at Lake Lansing Park North and one at Burchfield Park (McNamara Landing). After review, the evaluation committee recommends entering into a contract with Spicer Group Inc. for the two projects. Spicer Group Inc. was the only local vendor that submitted a proposal.

### **ALTERNATIVES**

These projects would be in line with the Parks Department 5-Year Master Plan for capital improvements that improve accessibility and enhance the user experience. The alternative is to not do the projects.

### **FINANCIAL IMPACT**

<b>Project (Grant #)</b>	<b>Board of Commissioner Resolution # authorizing funding</b>	<b>Line Item Project #</b>	<b>Soil Borings</b>	<b>Requested Amount for Prime Prof. Services</b>	<b>15% Contingency</b>	<b>Total Contract Amount</b>
TF21-0057 Lake Lansing Park North	#22-433	228-62800- 967000- TR087	\$14,200	\$34,500	\$5,175	\$53,875
26—01860 Burchfield Park (McNamara Landing)	TBD	228-62800- 967000- TR089	\$14,200	\$45,600	\$6,840	\$66,640
<b>Totals</b>			<b>\$28,400</b>	<b>\$80,100</b>	<b>\$12,015</b>	<b>\$120,515</b>

### **STRATEGIC PLANNING IMPACT**

This resolution supports the overarching long-term objective of striving to make facilities and services user-friendly, specifically Section A. 1(f) of the Action Plan - Maintain and improve existing parkland, facilities, and features.

**OTHER CONSIDERATIONS**

The Ingham County Park Commission supported this resolution at their October 10, 2022 meeting.

**RECOMMENDATION**

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

## Agenda Item 14d

TO: Timothy Morgan, Director, Parks Department

FROM: James Hudgins, Director of Purchasing

DATE: September 14, 2022

RE: Memorandum of Performance for RFP No. 167-22 Prime Professional Consulting Services.

Per your request, the Purchasing Department sought proposals for prime professional services for two (2) parks projects, one at Lake Lansing Park North, and one at Burchfield Park (McNamara Landing).

The scope of services for each project includes, but is not limited to, performing topographical surveys and soil borings (if needed); designing a sealed set of plans; estimating costs; projecting schedules; permitting, assisting with preparing sealed bidding documents, evaluating the bids and making a recommendation for award; providing construction administration, approving pay applications; preparing change orders; attending regular progress meetings; and, preparing a final punch list.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	127	36
Vendors responding	2	2

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 Preference	Item 1 Lake Lansing (LL) Park North	Item 2 Burchfield Park (McNamara Landing)	Items 1 & 2	Soil Borings
		Total	Total	Total	
Spicer Group Inc.	Yes, East Lansing MI	\$34,500.00	\$45,600.00	\$80,100.00	LL \$14,200. Burchfield \$14,200.
ROWE Professional Services Company	No, Flint MI	\$37,800.00	\$59,700.00	\$97,500.00	See RFP, Page 20

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A CONTRACT WITH SPICER GROUP, INC. FOR  
PRIME PROFESSIONAL SERVICES FOR VARIOUS PROJECTS**

WHEREAS, proposals were solicited from qualified and experienced engineering firms to serve as the prime professional for two park projects: one at Lake Lansing Park North and one at Burchfield Park (McNamara Landing); and

WHEREAS, after careful review and evaluation of the proposals received, the evaluation committee recommends that a contract be awarded to Spicer Group, Inc. for projects at Lake Lansing Park North and Burchfield Park (McNamara Landing).

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into a contract with Spicer Group, Inc. for the base bid in the amount of \$80,100 to provide prime professional services for various projects at Lake Lansing Park North and Burchfield Park (McNamara Landing) and authorizes a contingency for the overall work not to exceed 15% of their base bid or \$12,015 including \$28,400 for soil borings for a total amount not to exceed \$120,515.

BE IT FURTHER RESOLVED, that there are funds available in line items as specified below:

<b>Project (Grant #)</b>	<b>Board of Commissioner Resolution # authorizing funding</b>	<b>Line Item Project #</b>	<b>Soil Borings</b>	<b>Requested Amount for Prime Prof. Services</b>	<b>15% Contingency</b>	<b>Total Contract Amount</b>
TF21-0057 Lake Lansing Park North	#22-433	228-62800- 967000- TR087	\$14,200	\$34,500	\$5,175	\$53,875
26—01860 Burchfield Park (McNamara Landing)	TBD	228-62800- 967000- TR089	\$14,200	\$45,600	\$6,840	\$66,640
<b>Totals</b>			<b>\$28,400</b>	<b>\$80,100</b>	<b>\$12,015</b>	<b>\$120,515</b>

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 and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** October 6<sup>th</sup>, 2022  
**SUBJECT:** Authorization to Accept FY 2022-2023 AmeriCorps State Grant  
For the meeting agendas of November 8, and November 10, 2022

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**BACKGROUND**

Ingham County Health Department (ICHHD) wishes to accept the Michigan Department of Labor and Economic Opportunity (MDLEO) FY22-23 AmeriCorps State Grant funding effective October 1, 2022 through September 30, 2023 in an amount not to exceed \$247,702. MDLEO has granted ICHHD a 2022-2023 AmeriCorps State Grant of \$247,702, as the second year of a three-year funding cycle. A total of 16 AmeriCorps members will be placed in host sites selected through an RFP process. These AmeriCorps members will work to increase consumption of healthy foods and reduce food insecurity through gardening and food distribution, teach community members the importance of eating healthy foods, and help to develop strategies for adopting healthy diets and promote safe and affordable exercise options.

**ALTERNATIVES**

Declining this funding would result in a loss of participation in the AmeriCorps State program and a loss of services geared to increase consumption of healthy foods while reducing food insecurity.

**FINANCIAL IMPACT**

The agreement for this funding is included in the FY' 23 Health Department's Budget.

**STRATEGIC PLANNING IMPACT**

This resolution supports the overarching county priority of assisting individuals in meeting basic needs through direct service to residents. This resolution also supports the county's goal to provide easy access to quality, innovative, cost-effective services that promote well-being and quality of life for the residents of Ingham County.

**OTHER CONSIDERATIONS**

There are no other considerations.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to accept the AmeriCorps FY2022-2023 State Grant effective October 1, 2022 through September 30, 2023 in an amount not to exceed \$247,702.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A 2022-2023 AMERICORPS STATE GRANT**

WHEREAS, Ingham County Health Department (ICHD) wishes to accept the Michigan Department of Labor and Economic Opportunity (MDLEO) FY22-23 AmeriCorps State Grant funding effective October 1, 2022 through September 30, 2023 in an amount not to exceed \$247,702; and

WHEREAS, Ingham County Health Department (ICHD) has recently completed a successful first year of a grant cycle supporting the AmeriCorps State Program, funded by the Michigan Department of Health and Human Services (MDHHS), on behalf of the Michigan Community Service Commission (MCSC) as part of a three-year funding cycle, authorized through Resolution #21-525; and

WHEREAS, MDLEO has approved funding for ICHD for a new grant cycle, in the amount of \$247,702 effective October 1, 2022 through September 30, 2023; and

WHEREAS, these items are included in ICHD's 2022-2023 budget; and

WHEREAS, as a condition of this grant, ICHD must at a minimum, enter into agreements with each AmeriCorps host site and with each AmeriCorps member; and

WHEREAS, under this grant, AmeriCorps members will work to increase consumption of healthy foods and reduce food insecurity through gardening and food distribution, teach community members the importance of eating healthy foods and strategies for adopting healthy diets, and promote safe and affordable exercise options; and

WHEREAS, the Health Officer recommends that the Ingham County Board of Commissioners authorize accepting the MDLEO FY22-23 AmeriCorps State Grant funding effective October 1, 2022 through September 30, 2023 in an amount not to exceed \$247,702.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes accepting the MDLEO FY22-23 AmeriCorps State Grant funding effective October 1, 2022 through September 30, 2023 in an amount not to exceed \$247,702.

BE IT FURTHER RESOLVED, that the Health Officer is authorized to submit the 2022-2023 budget electronically through the CNCS E-Grants system, and tentatively electronically approve the Memorandum of Agreement.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County 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.

**TO:** Board of Commissioners Human Services and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** November 8, 2022  
**SUBJECT:** Authorization to Extend the Project Period of the Illinois Public Health Institute's DASH Program  
For the meeting agendas of October 31, 2022 and November 2, 2022

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**BACKGROUND**

Ingham County Health Department (ICHD) wishes to extend the project period of funding accepted from the Illinois Public Health Institute (IPHI) as part of the Data Across Sectors for Health (DASH) program effective April 1, 2021 through December 31, 2022. Through Resolution #21-238, ICHD was granted funding from IPHI in an amount not to exceed \$10,000.

**ALTERNATIVES**

There are no alternatives because IPHI notified ICHD that funds cannot be returned.

**FINANCIAL IMPACT**

This extension will allow ICHD to spend the \$2,605 of remaining funding within the project budget, rather than billing associated project costs to other funding sources.

**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 an extension of the agreement with IPHI, in an amount not to exceed \$10,000 effective April 1, 2021 through December 31, 2022.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO EXTEND THE AGREEMENT WITH  
ILLINOIS PUBLIC HEALTH INSTITUTE'S DASH PROGRAM**

WHEREAS, Ingham County Health Department (ICHD) wishes to extend the project period of funding accepted from the Illinois Public Health Institute (IPHI) as part of the Data Across Sectors for Health (DASH), effective April 1, 2021 through December 31, 2022; and

WHEREAS, the funding was originally accepted through Resolution #21-238 in an amount not to exceed \$10,000; and

WHEREAS, IPHI notified ICHD that funds cannot be returned; and

WHEREAS, this extension will allow ICHD to spend the remaining \$2,605 within the project budget rather than billing associated project costs to other funding sources; and

WHEREAS, the Health Officer recommends that the Ingham County Board of Commissioners authorize an extension of the agreement with the IPHI, effective April 1, 2021 through December 31, 2022.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an extension of the agreement with the IPHI, effective April 1, 2021 through December 31, 2022.

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 consistent with this resolution upon approval as to form by the County Attorney.

**TO:** Board of Commissioner's Human Service and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** November 8, 2022  
**SUBJECT:** Authorization to Accept Continuation of COVID-19 Regional Health Equity Council Backbone Organization Grant  
For the meeting agendas of October 31, 2022 and November 2, 2022

---

**BACKGROUND**

Ingham County Health Department (ICHD) wishes to accept continued funding from the Michigan Public Health Institute (MPHI) and the Michigan Department of Health and Human Services (MDHHS) for the COVID-19 Regional Health Equity Council Backbone Organization Grant effective October 1, 2022 through May 31, 2023 in an amount not to exceed \$366,325. These funds are a continuation of funding previously accepted through Resolution #22-322. As a Backbone Organization, ICHD will act as a convener and fiduciary for a Health Equity Council comprised of community members who will work to build and strengthen the capacity of local communities to develop, adopt, and implement priorities and strategies aimed at decreasing disparities associated with COVID-19, as well as strengthening health outcomes for racial ethnic minority populations.

**ALTERNATIVES**

The alternative to accepting this award would be to identify funding within ICHD's existing budget to support implementation.

**FINANCIAL IMPACT**

The grant will be effective October 1, 2022 through May 31, 2023, in an amount not to exceed \$366,325 and is awarded by MPHI and MDHHS.

**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 accept continued funding for the COVID-19 Regional Health Equity Council Backbone Organization Grant from the Michigan Public Health Institute (MPHI) and the Michigan Department of Health and Human Services (MDHHS), effective October 1, 2022 through May 31, 2023 in an amount not to exceed \$366,325.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ACCEPT CONTINUATION OF COVID-19  
REGIONAL HEALTH EQUITY COUNCIL BACKBONE ORGANIZATION GRANT**

WHEREAS, Ingham County Health Department (ICHD) wishes to accept funding from the Michigan Public Health Institute (MPHI) and the Michigan Department of Health and Human Services (MDHHS) for the COVID-19 Regional Health Equity Council Backbone Organization Grant for Ingham County effective October 1, 2022 through May 31, 2023 in an amount not to exceed \$366,325; and

WHEREAS, this is a continuation of funding previously accepted through Resolution #22-322; and

WHEREAS, this funding will be used to allow ICHD to serve as a Backbone Organization who will act as a convener and fiduciary for a Health Equity Council comprised of community members who will work to build and strengthen the capacity of local communities to develop, adopt, and implement priorities and strategies aimed at decreasing disparities associated with COVID-19 as well as strengthening other health outcomes for racial ethnic minority populations; and

WHEREAS, the Health Officer recommends that the Ingham County Board of Commissioners authorize entering into an agreement with MPHI and MDHHS effective October 1, 2022 through May 31, 2023 in an amount not to exceed \$366,325.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with the Michigan Public Health Institute (MPHI) and the Michigan Department of Health and Human Services (MDHHS) effective October 1, 2022 through May 31, 2023 in an amount not to exceed \$366,325.

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

BE IT FURTHER RESOLVED, the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract agreement 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:** October 10, 2022  
**SUBJECT:** Authorization to Enter Agreement with Henry Ford College for Community Health Worker Certification class  
For the meeting agendas of October 31, 2022 and November 2, 2022

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**BACKGROUND**

Ingham County Health Department (ICHHD) wishes to enter into an agreement with Henry Ford College in an amount not to exceed \$5,200 for four staff from the ICHHD Family Outreach Services (FOS) home visiting program to attend a virtual Community Health Worker (CHW) Certification class. The CHW Certification curriculum is designed to train frontline workers to provide culturally responsive services in Michigan communities through 126 hours of training and self-study. This agreement will be effective October 24, 2022 through December 14, 2022.

**ALTERNATIVES**

The alternative would be to not provide the virtual CHW Certification class.

**FINANCIAL IMPACT**

All costs associated with this agreement have been approved in an ICHHD Administration grant for Workforce Development.

**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 and agreement with Henry Ford College to provide training and self-study opportunities for the four ICHHD FOS staff to become Certified CHWs effective October 24, 2022 through December 14, 2022 in an amount not to exceed \$5,200.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH HENRY FORD COLLEGE**

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Henry Ford College to continue to provide training and self-study for four staff from the ICHD Family Outreach Services (FOS) home visiting program effective October 24, 2022 through December 14, 2022 in an amount not to exceed \$5,200; and

WHEREAS, Henry Ford College will provide a 126-hour virtual class that provides the ICHD FOS staff the opportunity to become Certified Community Health Workers (CHWs); and

WHEREAS, the training is designed to train frontline workers to provide culturally responsive services in Michigan communities through 126 hours of training and self-study; and

WHEREAS, this agreement will be effective October 24, 2022 through December 14, 2022; and

WHEREAS, all costs associated with this agreement have been included in the ICHD Administration grant for Workforce Development; and

WHEREAS, the Health Officer recommends that the Ingham County Board of Commissioners authorize entering into an agreement with Henry Ford College to train four ICHD staff to become certified CHWs effective October 24 through December 14, 2022 in an amount not to exceed \$5,200.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Henry Ford College to train four ICHD staff to become certified CHWs effective October 24, 2022 through December 14, 2022 in an amount not to exceed \$5,200.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract agreement 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:** October 12, 2022  
**SUBJECT:** Resolution to Accept funding from the Michigan Primary Care Association (MPCA) for participation in the Michigan Network for Oral Health Integration (MNOHI) Project.

For the meeting agendas of October 31, 2022 and November 2, 2022

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### **BACKGROUND**

Ingham County Health Department's (ICHD's) Community Health Centers (CHCs) wish to accept funding from Michigan Primary Care Association (MPCA) for Year 4 participation in the Michigan Network for Oral Health Integration (MNOHI) Project effective September 1, 2022 through August 31, 2023 in an amount not to exceed \$22,000. The MNOHI Project focuses on integrating medical and dental care for CHCs' children 6-11 years of age and their families. These funds are awarded from the five-year project period of September 1, 2019 through August 31, 2024. For the fourth year of the MNOHI project, the first payment of \$16,834 will be made on or prior to March 15, 2023 and the second payment of \$5,166 will happen on or prior to September 30, 2023. Subsequent project year funding will vary depending upon the focus for that year and will be used to provide technical assistance, connection, and mapping the Electronic Dental Record (EDR) to Azara DRVS for data reporting purposes.

### **ALTERNATIVES**

We are unaware of any other funding available for supporting the integration of the CHCs' medical and dental care for children 6-11 years of age and their families, and thus there are no viable alternatives.

### **FINANCIAL IMPACT**

The CHCs will receive a \$22,000 payment. For project year 2023, the first payment of \$16,834 will happen on or prior to March 15, 2023 and the second payment of \$5,166 will happen on or prior to September 30, 2023. This funding shall be used to support the integration of medical and dental care for children 6-11 years of age and their families.

### **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 authorizes the acceptance of funding from MPCA for Year 4 participation in the MNOHI Project effective September 1, 2022 through August 31, 2023 in an amount not to exceed \$22,000.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ACCEPT FUNDING FROM THE MICHIGAN PRIMARY CARE ASSOCIATION (MPCA) FOR YEAR 3 PARTICIPATION IN THE MICHIGAN NETWORK FOR ORAL HEALTH INTEGRATION PROJECT**

WHEREAS, Ingham County Health Department's (ICHD's) Community Health Centers (CHCs) wishes to accept funding from Michigan Primary Care Association (MPCA) for Year 4 participation in the Michigan Network for Oral Health Integration (MNOHI) Project effective September 1, 2022 through August 31, 2023 in an amount not to exceed \$22,000; and

WHEREAS, the MNOHI Project focuses on integrating medical and dental care for CHCs' children 6-11 years of age and their families; and

WHEREAS, these funds are awarded from the five-year project period of September 1, 2019 through August 31, 2024; and

WHEREAS, for the third of the MNOHI project, the first payment of \$16,834 will be made on or prior to March 15, 2023 and the second payment of \$5,166 will be made on or prior to September 30, 2023; and

WHEREAS, subsequent year funding will vary depending upon the focus for that year and will be used to provide technical assistance, connection, and mapping the Electronic Dental Records (EDR) to Azara DRVS for data reporting purposes; and

WHEREAS, the Ingham Community Health Centers Board of Directors and the Health Officer recommend that the Ingham County Board of Commissioners authorizes accepting funding from MPCA for Year 4 participation in the MNOHI Project effective September 1, 2022 through August 31, 2023 in an amount not to exceed \$22,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the acceptance of funding from MPCA for Year 4 participation in the MNOHI Project effective September 1, 2022 through August 31, 2023 in an amount not to exceed \$22,000.

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.

**TO:** Board of Commissioner's Human Service and Finance Committees  
**FROM:** Linda S. Vail, MPA, Health Officer  
**DATE:** November 8, 2022  
**SUBJECT:** Resolution to Enter into Agreement with Ingham County AmeriCorps VISTA Program  
For the meeting agendas of October 31, 2022 and November 2, 2022

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**BACKGROUND**

Ingham County Health Department (ICHHD) wishes to enter into an agreement to accept two AmeriCorps VISTA members through the Ingham County AmeriCorps VISTA Program effective September 25, 2022 through September 26, 2023 in an amount not to exceed \$18,228. This would be an internal agreement and transfer of funds, but a Memorandum of Agreement (MOA) is required by the Corporation for National and Community Service (CNCS), which oversees and funds the VISTA program. One VISTA member will support violence prevention work, and the other VISTA member will support the Health Equity Council. Both VISTA member agreements will be paid for in full by grants from the Michigan Public Health Institute (MPHI). Each VISTA member will work 36 hours per week for one year.

**ALTERNATIVES**

The alternative to entering into an agreement is for full-time staff to take on an additional workload.

**FINANCIAL IMPACT**

The agreement will be effective September 25, 2022 through September 26, 2023, in an amount not to exceed \$18,228.

**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 enter into agreement with Ingham County AmeriCorps VISTA Program effective September 25, 2022 through September 26, 2023 in an amount not to exceed \$18,228.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH INGHAM COUNTY  
AMERICORPS VISTA PROGRAM**

WHEREAS, Ingham County Health Department (ICHHD) wishes to enter into agreement to accept two AmeriCorps VISTA members through the Ingham County AmeriCorps VISTA Program effective September 25, 2022 through September 26, 2023 in an amount not to exceed \$18,228; and

WHEREAS, this would be an internal agreement and a transfer of funds, but a Memorandum of Agreement (MOA) is required by the Corporation for National and Community Service (CNCS), which oversees and funds the VISTA program; and

WHEREAS, one VISTA member will support violence prevention work, and the other VISTA member will support the Health Equity Council; and

WHEREAS, both VISTA member agreements will be paid for in full by grants from the Michigan Public Health Institute (MPHI); and

WHEREAS, each VISTA member will work 36 hours per week for one year; and

WHEREAS, the Health Officer recommends that the Ingham County Board of Commissioners authorizes entering into an agreement with Ingham County AmeriCorps VISTA Program effective September 25, 2022 through September 26, 2023 in an amount not to exceed \$18,228.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Ingham County AmeriCorps VISTA Program effective September 25, 2022 through September 26, 2023 in an amount not to exceed \$18,228.

BE IT FURTHER RESOLVED, the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract agreement upon approval as to form by the County Attorney.

## Agenda Item 16

**TO:** Board of Commissioners, County Services Committee, and Finance Committee  
**FROM:** Tori Meyer, Director Financial Services  
**DATE:** October 18, 2022  
**SUBJECT:** OPEB Actuarial Valuation contract with Gabriel, Roeder, Smith & Company  
**MEETINGS:** November 1, 2022 and November 2, 2022

### **BACKGROUND**

The County is required to have an actuarial evaluation performed on the Retiree Health Care Plan as of December 31, 2021 and Governmental Accounting Standards Board (GASB) 74 and 75 require certain actuarial data be provided in each annual audit for the years ending December 31, 2022 and 2023.

### **ALTERNATIVES**

1. Approve the agreement with Gabriel, Roeder, Smith & Company to perform the required actuarial services.

### **FINANCIAL IMPACT**

The fee for the actuarial evaluation as of December 31, 2021 is \$25,500 and the fees for the GASB reports are \$14,100 for the year ending December 31, 2022 and \$14,000 for the year ending December 31, 2023.

### **STRATEGIC PLANNING IMPACT**

To comply with GASBs 74 and 75 as well as state statute.

### **RECOMMENDATION**

I respectfully request the Ingham County Board of Commissioners hereby approved the contract with Gabriel, Roeder, Smith & Company to conduct an actuary evaluation as of December 31, 2021 and provide GASB reports for the years ending December 31, 2022 and December 31, 2023.

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE A CONTRACT WITH GABRIEL, ROEDER, SMITH & COMPANY  
TO CONDUCT AN ACTUARY EVALUATION OF THE RETIREE HEALTH CARE PLAN AND  
PROVIDE ANNUAL GOVERNMENTAL ACCOUNTING STANDARDS BOARD REPORTS**

WHEREAS, the County of Ingham is required to have an actuarial evaluation performed on the Retiree Health Care Plan as of December 31, 2021; and

WHEREAS, the previous actuarial evaluation was completed as of December 31, 2019; and

WHEREAS, Governmental Accounting Standards Board (GASB) 74 and 75 require certain actuarial data be provided in each annual audit for the years ending December 31, 2022 and December 31, 2023; and

WHEREAS, the fee for the actuarial valuation as of December 31, 2021 is \$25,500 and the fees for the GASB reports are \$14,100 for the year ending December 31, 2022 and \$14,000 for the year ending December 31, 2023.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the contract with Gabriel, Roeder, Smith & Company in an amount not to exceed \$25,500 to conduct an actuary evaluation as of December 31, 2021 and for an amount not to exceed \$14,000 per year, provide GASB reports as of December 31, 2022 and December 31, 2023 for the Retiree Health Care Plan.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign the contract upon approval as to form by the County Attorney.



## Agenda Item 17a

TO: Board of Commissioners County Services and Finance Committees

FROM: Deb Fett, CIO

DATE: October 18, 2022

SUBJECT: Core Technology Multibridge/Talon Renewal  
For the agendas of November 1, November 2, and November 8

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### **BACKGROUND**

Ingham County currently uses Multibridge and Talon software from Core Technology in our Sheriff's Office and patrol cars. This software has been in use for many years and provides critical access to LEIN data for our officers.

In order to ensure the system has no downtime or other issues which would hinder law enforcement, IT renews support on the software each year. This year the support expires on November 30, 2022.

### **ALTERNATIVES**

None.

### **FINANCIAL IMPACT**

The funding for the \$9,754 total will come from the County's Innovation and Technology Department's LOFT Fund #636-25820-932050.

### **STRATEGIC PLANNING IMPACT**

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

### **OTHER CONSIDERATIONS**

None.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the invoice for Core Technology to renew support of the Multibridge/Talon software in the amount of \$9,754.

Introduced by County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE RENEWAL OF SUPPORT FROM CORE TECHNOLOGY**

WHEREAS, Core Technology is the company that provides support for the MultiBridge and Talon software used by our Sheriff's Office and patrol cars; and

WHEREAS, ongoing support is critical to ensuring that we have no disruption of service to our law enforcement personnel; and

WHEREAS, the current contract expires on November 30, 2022; and

WHEREAS, the funds are available in the current budgeted year.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize payment of the invoice for the renewal of support from Core Technology in the amount not to exceed \$9,754.

BE IT FURTHER RESOLVED, that the total cost will be paid out of the County's Innovation and Technology Department's LOFT Fund #636-25820-932050.

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 necessary documents upon approval as to form by the County Attorney.

## **Agenda Item 17b**

TO: Board of Commissioners County Services & Finance Committees

FROM: Deb Fett, CIO

DATE: October 18, 2022

SUBJECT: Renew CourtView Support Services  
For the meeting agendas of November 1st, 2nd, and 8th, 2022

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### **BACKGROUND**

Ingham County currently uses CourtView software in our various criminal justice areas including our Courts and Prosecuting Attorneys' Office. There is an annual maintenance agreement in place to maintain the application, receive support, and receive needed software updates that will expire on December 31st, 2022. This support has been purchased every year since Ingham County has owned the application. The last invoice for total maintenance cost was \$163,686, this year's upcoming cost proposed by Equivant is \$170,232. This is being put forth now to ensure timely payment with 2023 funds.

### **ALTERNATIVES**

While the County is in process of moving to the State case management solution we will continue to need support on this software until after any transition is completed. That may include yet another year of support after this one depending on the timeline for implementation.

### **FINANCIAL IMPACT**

The funding for the \$170,232 total will come from the County's Innovation and Technology Department's LOFT Fund #636-25820-932050 for 2023.

### **STRATEGIC PLANNING IMPACT**

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

### **OTHER CONSIDERATIONS**

None.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the invoice renewal for Equivant support of the CourtView software in the amount of \$170,232.

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE INVOICE FOR RENEWING  
COURTVIEW SUPPORT SERVICES**

WHEREAS, Ingham County currently utilizes CourtView Software as our criminal justice application; and

WHEREAS, annual maintenance is required to maintain the system and had been purchased every year since Ingham County purchased the software; and

WHEREAS, the payment totaling \$170,232 for annual support is due for the support from January 1, 2023-December 31, 2023; and

WHEREAS, this annual payment has been planned for and budgeted and will provide the needed application support and upgrades needed to maintain our current applications.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize payment of the invoice for the renewal of support from Equivant in the amount not to exceed \$170,232.

BE IT FURTHER RESOLVED, that the total cost will be paid from the Innovation and Technology's LOFT Fund (636-25820-932050); and

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 necessary documents upon approval as to form by the County Attorney.

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

**FROM:** Sue Graham, Human Resources Director

**DATE:** October 20, 2022

**SUBJECT:** Resolution to Approve Reclassification Requests

For meeting agenda of November 1

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**BACKGROUND**

Agreements have been reached between Ingham County and collective bargaining units effective January 1, 2022 through December 31, 2024 for collective bargaining agreements which include a process for submission of reclassification requests. The Human Resources Department has executed the process for reclassification requests for employees in these units. The reclassification requests were processed in a manner consistent with each of the collective bargaining agreements and the Human Resources Department and representatives of the collective bargaining units have completed their review and agree upon the proposed results. Accordingly, it is proposed that the Ingham County Board of Commissioners approve the changes as set forth in the attached resolution.

**ALTERNATIVES**

None.

**FINANCIAL IMPACT**

The financial impact associated with the proposed reclassifications is as reflected in the attached resolution.

**STRATEGIC PLAN CONSIDERATIONS**

Compensation reclassification supports the county's goal of attracting and retaining exceptional employees who are committed to the community.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached Resolution to Approve Reclassification Requests.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE UAW TOPS UNIT AND MC RECLASSIFICATION REQUESTS**

WHEREAS, agreements have been reached between Ingham County and its collective bargaining units for collective bargaining agreements effective January 1, 2022 through December 31, 2024 which include a process for submission of reclassification requests; and

WHEREAS, the Human Resources Department has executed this process for reclassification requests with said units; and

WHEREAS, the reclassification requests were processed in a manner consistent with the collective bargaining agreements; and

WHEREAS, the Human Resources Department and representatives of the collective bargaining units have completed their review and agree upon the proposed results.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the following changes:

<u>Position Number</u>	<u>Position Title</u>	<u>Action</u>
130024	Jury Clerk – Cir. Ct.	Move from UAW E to UAW I
130058	Jury Administration Coord. – Cir. Ct.	Move from UAW I to UAW J
142041	Enforcement Specialist – FOC	Move from UAW G to UAW I
142035	Enforcement Specialist – FOC	Move from UAW G to UAW I
140051	Executive Assistant to Office Coordinator	Move from MC 5 to MC 7

The financial impact associated with the proposed reclassifications is as follows:

<u>Position Title</u>	<u>2022 Current Grade, Step 5</u>	<u>2022 Proposed Grade, Step 5</u>	<u>Difference</u>
Jury Clerk – Cir. Ct.	UAW E: 46,050.88	UAW I: 57,683.02	11,632.14
Jury Admin. Coord.-Cir. Ct.	UAW I: 57,683.02	UAW J: 61,041.63	3,358.61
Enforcement Spec.	UAW G: 51,501.53	UAW I: 57,683.02	6,181.49
Enforcement Spec.	UAW G: 51,501.53	UAW I: 57,683.02	6,181.49
Exec Assist to Office Coord.	MC 5: 55,057.56	MC 7: 64,208.34	9,150.78
TOTAL:			36,504.51

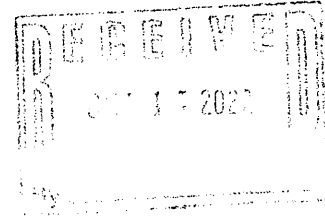
BE IT FURTHER RESOLVED, that the reclassifications are effective the first full pay period following the date of submission to the Human Resources Department.



**CITY OF EAST LANSING**  
The Home of Michigan State University

**Agenda Item 20a**

October 13, 2022



Mr. Bryan Crenshaw  
Chairperson  
Ingham County Board of Commissioners  
PO. Box 319  
Mason, MI 48854

**Notice of Public Information Meeting**

Dear Mr. Crenshaw:

Pursuant to Public Act 57 of 2018, the purpose of this letter is to inform you that the East Lansing Downtown Development Authority (DDA) will hold an Informational Meeting on Thursday, October 27, 2022, at 12:00 p.m. at the 325 E Grand River Ave., Room 300, East Lansing, MI 48823.

**If entering from Grand River Ave:** Take the elevator to Floor 3 of City Center.

**If entering from the parking garage:** Take the elevator to Floor 2 and the skywalk leads you to Floor 3 of City Center. **YOU ARE HERE** on the map below. Turn right to arrive at The 300 Room.

This meeting will be to share projects completed over the last fiscal year and discuss future plans in the DDA district. More information is available at <https://www.cityofeastlansing.com/370/Downtown-Development-Authority>

Please feel free to contact me if you have any questions.

Sincerely,

Adam R. Cummins  
Administrator, Community & Economic Development  
(517) 319-6864  
[acummin@cityofeastlansing.com](mailto:acummin@cityofeastlansing.com)

110 Abbot Road  
East Lansing, MI 48823  
(517) 337-1731  
Fax (517) 337-1559  
[www.cityofeastlansing.com](http://www.cityofeastlansing.com)



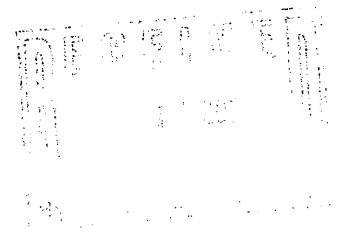
# CITY OF EAST LANSING

The Home of Michigan State University

Agenda Item 20b

October 13, 2022

Board of Commissioners  
Ingham County Courthouse  
PO Box 319  
Mason, Michigan 48854



Dear Board of Commissioners:

Please find enclosed Form 4564, *Assessing Officers Report for Industrial Facility Exemption Certificates*, for the City of East Lansing for 2022.

Michigan Compiled Law (MCL) 207.567 requires the East Lansing City Assessor to provide annual notification to the State Tax Commission, the legislative body of each unit of government which levies taxes on property subject to an industrial facility exemption certificate, and the holder of the certificate. The notification is to include the determination of the value of property subject to an industrial facility exemption certificate. This letter and the enclosed report are provided to comply with the provisions of MCL 207.567 for 2022.

410 Abbot Road  
East Lansing, MI 48823  
(517) 337-1731  
Fax (517) 337-1559  
www.cityofeastlansing.com

Please contact me at 517-319-6827 or by email at [dlee@cityofeastlansing.com](mailto:dlee@cityofeastlansing.com) with any questions regarding this matter.

Sincerely,

David C. Lee  
City Assessor

Enclosure



## Assessing Officers Report for Industrial Facility Exemption Certificates

Issued under authority of Public Act 158 of 1974. Filing is mandatory.

In accordance with the requirements of 1974 PA 198, MCL 207.567(2) as amended, the city or township assessor is required to furnish an annual report to the state tax commission not later than October 15, showing the taxable valuations of real and personal property on the Industrial Facilities Tax Roll as of the preceding December 31, as finally equalized.

For assistance with this form, please see the Instructions page or contact the Property Services Division at (517) 335-4410.

THIS FORM IS FOR TAX YEARS 2008 AND AFTER

Assessment as of December 31, 2021 for the **2022** Tax Year

**Due by October 15, 2022**

City/ Twp /Vlg Codes

5-digit City / Twp / Vlg CODE*	<b>33201</b>
City / Twp / Vlg	<b>CITY OF EAST LANSING</b>
County	<b>INGHAM</b>
Assessor's Name	<b>David C. Lee</b>
Phone Number	<b>517-319-6827</b>
E-mail address	<b>dlee@cityofeastlansing.com</b>

\*Townships responsible for certificates issued by a village should report the village certificates under the village code.

### SCHOOL DISTRICTS

School District Codes

Enter this reference number  
on subsequent pages

5-digit Code	School District	
<b>33010</b>	<b>EAST LANSING</b>	<b>1</b>
		<b>2</b>
		<b>3</b>
		<b>4</b>
		<b>5</b>
		<b>6</b>

### SCHOOL SUMMARY

School District	New	Replacement	TOTALS
<b>EAST LANSING</b>	\$0	\$97,300	\$97,300
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
	\$0	\$0	\$0
<b>Grand Total</b>	\$0	\$97,300	\$97,300

School Summary Totals include Renaissance Zone exempt taxable value

### SUMMARY

	Taxable Value of IFT Personal Property on Industrial Class Land	Taxable Value of IFT Personal Property on Commercial Class Land	Taxable Value of all other IFT Personal Property	Taxable Value of IFT Real Property	Total Taxable Value
<b>Total New</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Replacement</b>	\$0			\$97,300	\$97,300
<b>Grand Total</b>	\$0	\$0	\$0	\$97,300	\$97,300

Summary Totals exclude Renaissance Zone exempt taxable value

This report is to be sent certified mail (MCL 207.567(2)) to

1. State Tax Commission (email box is) [Treas-StateSharePropTaxes@michigan.gov](mailto:Treas-StateSharePropTaxes@michigan.gov)
2. Each tax levying unit involving the certified property

Continued on Page 2



## CITY OF EAST LANSING, INGHAM COUNTY

## List certificates in numeric order

Help?  
Need more lines?

Check box if continued on additional pages