AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. TIME FOR MEDITATION

V. APPROVAL OF THE MINUTES OF OCTOBER 23, 2012

VI. ADDITIONS TO THE AGENDA

VII. PETITIONS AND COMMUNICATIONS

1. LETTER FROM CLINTON COUNTY BOARD OF COMMISSIONERS REGARDING THE 911 PLAN AMENDMENT

VIII. LIMITED PUBLIC COMMENT

IX. CLARIFICATION/INFORMATION PROVIDED BY COMMITTEE CHAIR

X. CONSIDERATION OF CONSENT AGENDA

XI. COMMITTEE REPORTS AND RESOLUTIONS

2. COUNTY SERVICES COMMITTEE – RESOLUTION CONGRATULATING THE FFA CHAPTER OF WEBBERVILLE

3. COUNTY SERVICES COMMITTEE – RESOLUTION HONORING JOHN DAHER, SUPERVISOR, LANSING CHARTER TOWNSHIP

4. COUNTY SERVICES COMMITTEE – RESOLUTION APPROVING THE LAKE LANSING PARK-NORTH DEER MANAGEMENT PLAN

5. COUNTY SERVICES COMMITTEE – RESOLUTION TO APPROVE THE SPECIAL AND ROUTINE PERMITS FOR THE INGHAM COUNTY DEPARTMENT OF TRANSPORTATION AND ROADS
6. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE MICHIGAN ASSOCIATION OF POLICE

7. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A MERS HYBRID PLAN FOR NEWLY HIRED MICHIGAN ASSOCIATION OF POLICE EMPLOYEES

8. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION AWARDING A CONTRACT TO LEN’S CARPET CARE & CONSULTANTS TO PROVIDE CARPET CLEANING SERVICES TO VARIOUS COUNTY FACILITIES

9. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE CITY OF LANSING FOR THE LEASE AND OPERATIONS OF THE POTTER PARK ZOO

10. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION APPROVING AMENDED USER FEES FOR THE HAWK ISLAND SNOW PARK

11. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION APPROVING AMENDMENT #5 TO THE HAWK ISLAND TUBING HILL PROJECT AGREEMENT

12. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION APPROVING THE ESTABLISHMENT OF A PROPERTY ASSESSED CLEAN ENERGY PROGRAM

13. FINANCE COMMITTEE – RESOLUTION TO EXTEND A POLICY ON COST INCREASES FOR SERVICE RELATED CONTRACTS IN INGHAM COUNTY

14. HUMAN SERVICES AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING 2013 AGREEMENTS FOR COMMUNITY AGENCIES

15. HUMAN SERVICES COMMITTEE – RESOLUTION HONORING MARILYN LOVE

16. HUMAN SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE A COOPERATIVE CASH MATCH AGREEMENT WITH THE MICHIGAN DEPARTMENT OF HUMAN SERVICES – MICHIGAN REHABILITATION SERVICES
17. HUMAN SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE LEASE AGREEMENT FOR THE WILLOW HEALTH CENTER

18. HUMAN SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE A 2012-2013 AGREEMENT WITH THE CITY OF LANSING

19. LAW ENFORCEMENT AND FINANCE COMMITTEES – RESOLUTION REQUESTS PERMISSION FOR THE INGHAM COUNTY SHERIFF’S OFFICE TO ACCEPT THE FY 2012 SCAAP GRANT

XII. SPECIAL ORDERS OF THE DAY

XIII. PUBLIC COMMENT

XIV. COMMISSIONER ANNOUNCEMENTS

XV. CONSIDERATION AND ALLOWANCE OF CLAIMS

XVI. ADJOURNMENT

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, 517-676-7200.

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

FULL BOARD PACKETS ARE AVAILABLE AT: www.ingham.org
CALL TO ORDER:
Chairperson Copedge called the October 23, 2012, regular meeting of the Ingham County Board of Commissioners to order at 6:30 p.m. Roll was called and all Commissioners were present except: Commissioner Schafer and Tennis.

PLEDGE OF ALLEGIANCE:
Andy Levin led the Board in the Pledge of Allegiance and a few moments of silence were observed for meditation.

APPROVAL OF THE MINUTES:
Moved by Commissioner Celentino, supported by Commissioner Dragonetti, to approve the minutes of the October 9, 2012 meeting as submitted. Motion carried unanimously. Absent: Commissioner Schafer and Tennis.

Moved by Commissioner Grebner, supported by Commissioner Koenig, to amend the Board’s September 24, 2012 and October 9, 2012 minutes to reference the correct substitute resolution entitled RESOLUTION APPROVING MODIFICATIONS TO THE 2013 MANAGERIAL AND CONFIDENTIAL PERSONNEL MANUAL, and not the incorrect 2012 effective date version and to confirm that the modifications to County Managerial and Confidential Personnel Manual approved by the Board on October 9, 2012 meeting shall be effective from and after January 1, 2013 and not in 2012.

ADDITIONS TO THE AGENDA:
None.

PUBLIC HEARINGS:
Public Hearing on the Intent to Establish a Property Assessed Clean Energy Program (“Pace Program”)

Andy Levin, head of Lean and Green Michigan, shared information with the Board regarding the Pace Program and what it would do for Ingham County.

Commissioner Bahar-Cook shared with the Board the website www.leanandgreenmi.com to find more information regarding the program.

Commissioner Holman shared with the Board some of her thoughts regarding the program and they are looking forward to learning more at the upcoming County Services meeting on November 8, 2012.

Commissioner Schor commended Mr. Levin and his team on the great job they have done on this program.

Commissioner McGrain shared with the Board that the Ingham County Economic Development Corporation passed a resolution to present this to the Board.

Chairperson Copedge commended Mr. Levin.

Public Hearing on the 2013 Ingham County Budget.

No public comment.
OCTOBER 23, 2012 REGULAR MEETING

PETITIONS AND COMMUNICATIONS:
Letter from Leah Brooks announcing her resignation from the Ingham County Women’s Commission. Accepted and placed on file.

Letter from Central Michigan Group Sierra Club Chairman, Mark Muhich, regarding the Ingham County Conservation District Funding FY 2013. Referred to County Services.

Resolution from Oceana County Board of Commissioners opposing Ballot Propositions 3 and 5. Accepted and placed on file.

LIMITED PUBLIC COMMENT:
Sherrie Graham, Executive Director Potter Park Zoo, addressed the Board to say thank you for all the support they received to help them achieve the accreditation award.

Renee Canady addressed the Board to say thank you to Controller, Mary Lannoye, and her staff for working closely with them and to express the Health Departments support of the Controller’s recommended budget.

Stacey Craig with the, ICEA Court Professionals, addressed the Board to express concerns regarding the bargaining sessions.

Rich Estill with the, ICEA Court Professionals, addressed the Board to express concerns regarding the bargaining sessions.

CLARIFICATION/INFORMATION PROVIDED BY COMMITTEE CHAIR:
None.

CONSIDERATION OF CONSENT AGENDA:
Moved by Commissioner Dragonetti, supported by Commissioner Grebner, to adopt a consent agenda consisting of all items except items 9, 11, 13 and 17. Motion to adopt a consent agenda carried unanimously. Items on the consent agenda were adopted by a unanimous roll call vote. Items voted on separately are so noted in the minutes. Absent: Commissioner Schafer and Tennis.

COMMITTEE REPORTS AND RESOLUTIONS:
The following resolution was introduced by the County Services Committee:

RESOLUTION MAKING AN APPOINTMENT TO THE POTTER PARK ZOO BOARD

RESOLUTION #12-344

WHEREAS, a vacancy exists on the Potter Park Zoo Board; and

WHEREAS, the County Services Committee interviewed those interested in serving on this Board.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby appoints:

John Groen, 622 Carey Street, Lansing, 48915

to the Potter Park Zoo Board to a term expiring December 31, 2015.
OCTOBER 23, 2012 REGULAR MEETING

COUNTY SERVICES:  Yeas: Holman, Schor, Grebner, Celentino, De Leon, Vickers  
Nays: None  Absent: None  Approved 10/16/12

Adopted as part of the consent agenda.

The following resolution was introduced by the County Services Committee:

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

RESOLUTION #12-345

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

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

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the attached list of Special and Routine Permits dated October 4, 2012 as submitted.

COUNTY SERVICES:  Yeas: Holman, Schor, Grebner, Celentino, De Leon, Vickers  
Nays: None  Absent: None  Approved 10/16/12

Adopted as part of the consent agenda.
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<tr>
<th>Permit ID</th>
<th>Location</th>
<th>Work Type</th>
<th>Location Details</th>
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Permit Supervisor: ______________________________
Managing Director: ________________________________
The following resolution was introduced by the County Services and Finance Committees:

RESOLUTION TO AUTHORIZE GRANT AMENDMENT TO NEIGHBORHOOD STABILIZATION PROGRAM (NSP) GRANT FUNDS FROM THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY IN THE AMOUNT OF $300,000 – RESOLUTION #09-262

RESOLUTION #12-346

WHEREAS, the Ingham County Board of Commissioners accepted $300,000 on behalf of the Ingham County Housing Commission from the Michigan State Housing Development Authority (MSHDA) on August 25, 2009, and accepted an additional $272,750 on July 24, 2012 (Resolution #12-218); and

WHEREAS, the Michigan State Housing Development Authority has granted Ingham County an additional $119,120 for the acquisition and demolition of a foreclosed or abandoned property and public facilities improvements at the site, along with additional new home construction project costs associated with two (2) previously purchased properties in the City of Mason; and extended the grant term until March 15, 2013; and

WHEREAS, the Ingham County Housing Commission through its Resolution No. 2012-02 NSP has recommended that the grant be accepted.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners accepts the additional Neighborhood Stabilization Program (NSP) Grant funding of $119,120 from the Michigan State Housing Development Authority, on behalf of the Ingham County Housing Commission, to utilize the funds as designated in the extended term grant agreement.

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

COUNTY SERVICES:  Yeas: Holman, Schor, Grebner, Celentino, De Leon, Vickers
Nays: None  Absent: None  Approved 10/16/12

FINANCE:  Yeas: Grebner, McGrain, Nolan, Bahar-Cook, Dougan
Nays: None  Absent: Tennis  Approved 10/17/12

Adopted as part of the consent agenda.

The following resolution was introduced by the County Services and Finance Committees:

RESOLUTION TO ACCEPT FUNDING FROM THE U.S. DEPARTMENT OF HEALTH RESOURCES AND SERVICES ADMINISTRATION FOR THE RYAN WHITE TITLE IV WOMEN, INFANTS, CHILDREN, YOUTH AND AFFECTED FAMILY MEMBERS AIDS HEALTHCARE GRANT

RESOLUTION #12-347

WHEREAS, the Ingham Community Health Centers have applied for the Ryan White Title IV Women, Infants, Children, Youth and Affected Family Members AIDS Healthcare grant on behalf of Ingham County from the U.S. Department of Health Resources and Services Administration; and
WHEREAS, the U.S. Department of Health Resources and Services Administration has awarded a grant to Ingham County in the amount of $499,974 for the purpose of providing family centered care involving outpatient and ambulatory care for women, infant, children and youth with HIV/AIDS; and

WHEREAS, to successfully meet the requirements and expectations of this grant award, it is recommended that the following position be established: one full time Assistant Social Worker, ICEA Pro Grade 5, one full time Health Center Nurse, MNA Grade 1, and one part time (.50 FTE) Clinical Assistant Technician I UAW Grade D; and

WHEREAS, an existing the vacant part time Clinical Assistant Technician I position (601392), be converted to full time; and

WHEREAS, a subcontract agreement with Michigan State University’s College of Osteopathic Medicine is authorized for the provision of Infectious Disease services for one part time (0.20 FTE) Infectious Disease physician in the amount up to $17,831 for the period of August 1, 2012 through July 31, 2013 with the option to renew for one year periods to complete project requirements; and

WHEREAS, a subcontract agreement with the Lansing Area AIDS Network is authorized for the provision of case management services to patients who reside in Ingham County in the amount up to $51,108 for the period of August 1, 2012 through July 31, 2013 with the option to renew for one year periods to complete project requirements; and

WHEREAS, a subcontract agreement with Community AIDS Resource and Education Services (CARES) is authorized for the provision of behavioral health therapy services for patients who reside outside of Ingham County in the amount up to $98,869 for the period of August 1, 2012 through July 31, 2013 with the option to renew for one year periods to complete project requirements; and

WHEREAS, the Ingham Community Health Centers Board of Directors supports the acceptance of the Ryan White Title IV Women, Infants, Children, Youth and Affected Family Members AIDS Healthcare grant in the amount of $499,974, from the U.S. Department of Health Resources and Services Administration; and

WHEREAS, the Health Officer recommends that the Board of Commissioners accept the Ryan White Title IV Women, Infants, Children, Youth and Affected Family Members AIDS Healthcare grant in the amount of $499,974, from the U.S. Department of Health Resources and Services Administration.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners accepts the Ryan White Title IV Women, Infants, Children, Youth and Affected Family Members AIDS Healthcare grant in the amount of $499,974, from the U.S. Department of Health Resources and Services Administration, on behalf of the Ingham Community Health Centers for the time period of August 1, 2012 through July 31, 2013.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the establishment of one full time Assistant Social Worker, ICEA Pro Grade 5 ($42,047 - $50,477), one full time Health Center Nurse, MNA Grade 1 ($47,715 - $57,271).

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the conversion of the current vacant Clinical Assistant Technician I (Position #601392), UAW Grade D ($30,681 - $36,525) from part-time to full-time.
BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a subcontract agreement with Michigan State University’s College of Osteopathic Medicine for the provision of Infectious Disease services for one part time (0.20 FTE) Infectious Disease physician in the amount up to $17,831 for the period of August 1, 2012 through July 31, 2013 with the option to renew for one year periods to complete project requirements.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a subcontract agreement with the Lansing Area AIDS Network for the provision of case management services to patients who reside in Ingham County in the amount up to $51,108 for the period of August 1, 2012 through July 31, 2013 with the option to renew for one year periods to complete project requirements.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a subcontract agreement with Community AIDS Resource and Education Services (CARES) for the provision of behavioral health therapy services for patients who reside outside of Ingham County in the amount up to $98,869 for the period of August 1, 2012 through July 31, 2013 with the option to renew for one year periods to complete project requirements.

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 County Clerk and the Chairperson of the Board of Commissioners are hereby authorized to sign the necessary contract documents on behalf of the County after approval as to form by the County Attorney.

COUNTY SERVICES:  Yeas: Holman, Schor, Grebner, Celentino, De Leon, Vickers
Nays: None  Absent: None  Approved 10/16/12

FINANCE:  Yeas: Grebner, McGrain, Nolan, Bahar-Cook, Dougan
Nays: None  Absent: Tennis  Approved 10/17/12

Adopted as part of the consent agenda.

The following resolution was introduced by the County Services and Finance Committees:

RESOLUTION TO AUTHORIZE PURCHASE OF LIFE AND LONG TERM DISABILITY INSURANCE

RESOLUTION #12-348

WHEREAS, the County has been purchasing life and long term disability insurance under the Michigan Associations of Counties’ agreement with Mutual of Omaha; and

WHEREAS, Michigan Association of Counties has established a relationship with Lincoln Financial to provide life and long term disability insurance; and

WHEREAS, the County has received 2013 prices quotes for both vendors and the costs provided by Lincoln Financial are less than Mutual of Omaha.
THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the change in the County’s vendor for life and long term disability insurance from Mutual of Omaha to Lincoln Financial effective January 1, 2013.

BE IT FURTHER RESOLVED, that the Board Chairperson and County Clerk are authorized to sign the appropriate documents after review by the County Attorney.

COUNTY SERVICES:  Yeas: Holman, Schor, Grebner, Celentino, De Leon, Vickers
Nays: None  Absent: None  Approved 10/16/12

FINANCE:  Yeas: Grebner, McGrain, Nolan, Bahar-Cook, Dougan
Nays: None  Absent: Tennis  Approved 10/17/12

Adopted as part of the consent agenda.

The following resolution was introduced by the County Services and Finance Committees:

RESOLUTION AUTHORIZING 2013 LETTERS OF AGREEMENT WITH BARGAINING UNITS FOR EMPLOYEE HEALTH INSURANCE BENEFITS

RESOLUTION #12-349

WHEREAS, the Ingham County Health Care Coalition investigated various plan designs and options for the County’s health care plan for 2013; and

WHEREAS, after finishing its review the Health Care Coalition recommends a small change in the prescription benefit; and

WHEREAS, the Health Care Coalition reviewed a proposal that would eliminate the high cost plan, save the County $500,000 per year; and

WHEREAS, the proposal would establish a trust funded with $300,000 per year that would offset any employee’s potential increase in out of pocket costs for co-pays and deductibles; and

WHEREAS, the employees that switch from the high cost to the standard plan would experience substantial savings in premium costs; and

WHEREAS, the employee’s out of pocket costs would be capped at an amount equal to their premium savings and the difference between the total out of pocket costs would be paid for out of the trust; and

WHEREAS, the benchmark used to determine the employee’s contribution rate is recommended to increase 2% from the amount used in 2012 in accordance with historical practice; and

WHEREAS, Governor Snyder signed into law Public Act 152 of 2011, which places limits on public employer’s contributions towards their employee’s health benefits, and

WHEREAS, the health insurance rates for 2013 will be as noted on the attached schedule; and
OCTOBER 23, 2012 REGULAR MEETING

WHEREAS, based on the aforementioned 2013 rates associated with various health insurance options the County will be in compliance with the dollar caps established in Section 3 of Public Act 152 of 2011.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes Letters of Understandings with all of the bargaining units to switch insurance carriers and accept the proposal from Blue Cross Blue Shield of Michigan.

BE IT FURTHER RESOLVED, the highest cost plan will be eliminated and a trust fund in the amount of $300,000 be established in order to fund the increase in employee’s out of pocket co-pays and deductibles that exceeds their savings from the decrease in employee premiums.

BE IT FURTHER RESOLVED, that if the Health Care Coalition and the unions do not authorize the aforementioned changes in health care for 2013 then the Board of Commissioners authorizes Letters of Understanding with all of the collective bargaining units to accept the proposal from Physicians Health Plan of Mid-Michigan.

BE IT FURTHER RESOLVED, that the County’s Human Resources Director is authorized to sign the Letters of Understanding on behalf of the County, contingent upon final approval of the bargaining units, and subject to review by the County Attorney.

BE IT FURTHER RESOLVED that the County will provide the same health insurance benefits to the Managerial and Confidential Employees effective January 1, 2013.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes up to $10,000 in legal fees to Fraser Trebilock to prepare the documents to establish the trust.

COUNTY SERVICES:  Yeas: Holman, Schor, Grebner, Celentino, De Leon, Vickers
  Nays: None   Absent: None   Approved 10/16/12

FINANCE:  Yeas: Grebner, McGrain, Nolan, Bahar-Cook, Dougan
  Nays: None   Absent: Tennis   Approved 10/17/12

Moved by Commissioner Holman, supported by Commissioner Grebner, to adopt the resolution.

Moved by Commissioner Dougan, supported by Commissioner Grebner, to amend the resolution title as follows: RESOLUTION AUTHORIZING 2013 LETTERS OF AGREEMENT WITH BARGAINING UNITS FOR EMPLOYEE HEALTH INSURANCE BENEFITS. Motion carried unanimously. Absent: Commissioners Schafer and Tennis.

Motion to adopt the resolution carried unanimously. Absent: Commissioner Schafer and Tennis.

The following resolution was introduced by the County Services and Finance Committees:

RESOLUTION APPROVING AN AMENDMENT TO THE 2010 POTTER PARK ZOO MASTER PLAN

RESOLUTION #12-350
WHEREAS, Potter Park Zoo has been approved by the Michigan Department of Natural Resources, the Michigan Department of Agriculture and the Association of Zoos and Aquariums to include moose in its collection; and

WHEREAS, the original site for the moose exhibit has major infrastructure issues not identified by the 2010 master plan including a high pressure natural gas pipeline; and

WHEREAS, the costs for construction of the moose exhibit in the site identified in the Master Plan are estimated to be 10 to 20 times the cost of placing the moose exhibit in the duck pond area; and

WHEREAS, staff has determined resources can be conserved by locating the moose exhibit in the existing former white-tailed deer exhibit utilizing the existing duck pond; and

WHEREAS, the principles of conservation are the foundation for the mission of Potter Park Zoo, using the existing natural features of the duck pond will significantly reduce the amount of resources necessary to create suitable habitat for the moose; and

WHEREAS, the space originally identified by the Master Plan for the moose will accommodate, with little modification, the North American Bison; and

WHEREAS, this resolution was supported by the Zoo Board and Parks & Recreation Commission with the passage of resolutions at their September meetings.

THEREFORE BE IT RESOLVED, the Board of Commissioners approves an amendment to the 2010 Potter Park Zoo Master Plan to move the moose exhibit from the proposed Michigan Lake and Drift Plains of the Michigan Ecosystems Region to the Duck Pond area adjacent to the proposed Red Cedar Ecology Center.

COUNTY SERVICES:  Yeas:  Holman, Schor, Grebner, Celentino, De Leon, Vickers  
Nays:  None  Absent:  None  Approved 10/16/12

FINANCE:  Yeas:  Grebner, McGrain, Nolan, Bahar-Cook, Dougan  
Nays:  None  Absent:  Tennis  Approved 10/17/12

Adopted as part of the consent agenda.

The following resolution was introduced by the County Services and Finance Committees:

RESOLUTION APPROVING ANNUAL 2013 AND 2014 COMPENSATION FOR NON-JUDICIAL COUNTY-WIDE ELECTED OFFICIALS

RESOLUTION #12-351

WHEREAS, Resolution #12-330, authorized certain benefit and compensation modifications to the Managerial/Confidential Personnel Manual including an additional 1.8% of gross wages to employee retirement contribution; and

WHEREAS, Ingham County’s rapidly changing negative economic projections do not support implementation of a wage increase for the non-Judicial County-Wide Elected Officials at this time.
OCTOBER 23, 2012 REGULAR MEETING

THEREFORE BE IT RESOLVED, that the following Ingham County Non-Judicial Elected Officials; County Clerk, Drain Commissioner, Prosecuting Attorney, Register of Deeds, Sheriff, and Treasurer shall be provided a 2013 and 2014 salary as listed below (reflects a 0 percent increase for both years):

<table>
<thead>
<tr>
<th>Elected Official</th>
<th>2013</th>
<th>2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk</td>
<td>$88,590</td>
<td>$88,590</td>
</tr>
<tr>
<td>Drain Commissioner</td>
<td>$82,812</td>
<td>$82,812</td>
</tr>
<tr>
<td>Prosecuting Attorney</td>
<td>$127,578</td>
<td>$127,578</td>
</tr>
<tr>
<td>Register of Deeds</td>
<td>$82,812</td>
<td>$82,812</td>
</tr>
<tr>
<td>Sheriff</td>
<td>$119,486</td>
<td>$119,486</td>
</tr>
<tr>
<td>Treasurer</td>
<td>$95,448</td>
<td>$95,448</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED, that the salary is contingent upon the elected official foregoing any per diem, fees, or payments to which the elected official may otherwise be entitled, other than as may be specifically identified herein, including but not limited to Delinquent Tax Administration fees (Treasurer); fees from divorces involving minor children (Prosecutor); per diem for Elections Commission and Plat Board (Clerk, Register of Deeds, Treasurer); housing and clothing/cleaning allowance (Sheriff); Drainage Board meetings (Drain Commissioner).

BE IT FURTHER RESOLVED, effective January 1, 2013 current non-Judicial County-Wide Elected Officials shall contribute an additional 1.8% of gross wages to employee retirement, increasing the total contribution for non-Judicial County Wide Elected Officials to 10.26%, this does not apply to non-Judicial County-Wide elected officials who will be covered under the hybrid plan.

BE IT FURTHER RESOLVED, non-Judicial County-Wide Elected Officials taking office after the effective date of the resolution shall not be eligible for single retiree health insurance coverage until after they reach 60 years of age, subject to the scale based on years of service. Retirees that purchase dental and vision insurance at group rates and subsequently choose to discontinue the coverage, may not re-enroll.

BE IT FURTHER RESOLVED, these salaries are established on the expectation each elected official will perform services comparable to the hours worked by the County managers.

BE IT FURTHER RESOLVED that the County of Ingham shall pay the annual Michigan Bar Dues for the Prosecuting Attorney.

COUNTY SERVICES: Yeas: Holman, Schor, Grebner, Celentino, De Leon, Vickers
Nays: None Absent: None Approved 10/16/12

FINANCE: Yeas: Grebner, McGrain, Nolan, Bahar-Cook, Dougan
Nays: None Absent: Tennis Approved 10/17/12

Moved by Commissioner Holman, supported by Commissioner Grebner, to adopt the resolution.

Moved by Commissioner Dougan, supported by Commissioner Grebner, to divide the voting, one vote for the County Clerk position and one vote for the 5 positions of Drain Commissioner, Prosecuting Attorney, Register of Deeds, Sheriff and Treasurer.

Motion to adopt the positions of Drain Commissioner, Prosecuting Attorney, Register of Deeds, Sheriff and Treasurer carried unanimously. Absent: Commissioners Schafer and Tennis.
OCTOBER 23, 2012 REGULAR MEETING

Moved by Commissioner Dougan, supported by Commissioner Dragonetti, to amend the 2013, 2014 salary for the County Clerk position from $88,590 to $82,812 to reflect the same salary as the Drain Commissioner and the Register of Deeds.

Motion to amend the County Clerk salary failed with Commissioners Dragonetti, Vickers and Dougan voting yes, all others voting no. Absent: Commissioners Schafer and Tennis.

Motion to adopt the resolution carried with Commissioner Dougan voting no, all others voting yes. Absent: Commissioners Schafer and Tennis.

The following resolution was introduced by the Finance Committee:

RESOLUTION HONORING ALEXANDER URBANE

RESOLUTION #12-352

WHEREAS, Alexander Urbane is a freshman at Lansing Community College, he is active in his community and enjoys running, swimming and golf; and

WHEREAS, Alexander began his scouting career in 2005 and has earned 44 merit badges, his leadership history included experience as an instructor and guide; and

WHEREAS, Alexander was also a Brotherhood member of the Order of the Arrow, the National Honor Society of Scouting, where he participated in the 2009 National Order of the Arrow Conference in Bloomington, Indiana; and

WHEREAS, as a scout, he participated in the Michigan International Camporee in 2008 and 2012, and went to the Florida National High Adventure Sea Base; and

WHEREAS, to achieve the Eagle rank, a scout must demonstrate leadership and citizenship, while earning 21 merit badges before reaching the age of 18 and must also complete a service project for the benefit of his community, school or religious institution; and

WHEREAS, Alexander’s Eagle Project entailed planning and carrying out a number of improvements for the Williamston Community Pool, the project included fixing the exit sign, installing an entrance light, building safe coat hooks in the locker rooms, providing a first aid review for younger scouts, rust removal and installing new pool lane lines, the work involved 235 hours of service provided by friends, fellow scouts and family members.

WHEREAS, Alexander has earned the highest rank attainable in Scouting, the Eagle Scout.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Alexander Urbane for achieving the Eagle Scout rank and serving as a positive role model for the youth in our community.

BE IT FURTHER RESOLVED, that the Board wishes him continued success in his future endeavors.

FINANCE: Yeas: Grebner, McGrain, Nolan, Bahar-Cook, Dougan
Nays: None Absent: Tennis Approved 10/17/12
Adopted as part of the consent agenda.

The following resolution was introduced by the Finance Committee:

**INGHAM COUNTY 2013 GENERAL APPROPRIATIONS RESOLUTION**

**RESOLUTION #12-353**

WHEREAS, the Uniform Budgeting and Accounting Act, Public Act 621 of 1978, requires that each local unit of government adopt a balanced budget for all required funds; and

WHEREAS, county offices, the courts, county departments, and others have submitted requests for a county appropriation in the 2013 budget; and

WHEREAS, the County Controller has considered these requests and has submitted a recommended budget as required by statute and Board of Commissioners’ resolution; and

WHEREAS, the various liaison committees of the Board of Commissioners have reviewed their section of the Controller's Recommended Budget and have made recommendations for approval or modification to the Finance Committee; and

WHEREAS, the Finance Committee has reviewed each liaison committees’ recommendations and together with its own Strategic Planning Initiatives Fund allotment has presented a recommended balanced budget to the Board of Commissioners and to the public; and

WHEREAS, since the review by the Finance Committee, the County has been informed by MERS of its required pension contribution rates for 2013, which are significantly higher than those included in the budget; and

WHEREAS, the 2013 Budget as Recommended by the Finance Committee included a sizable increase in the County’s contribution towards future retiree health insurance costs, from 1.0% of payroll to 2.5% of payroll, or $800,000; and

WHEREAS, both of these costs are related to the County’s contribution toward its unfunded liabilities; and

WHEREAS, the Board of Commissioners annually adopts a balanced budget and authorizes appropriations subject to the conditions set forth in its annual General Appropriations Resolution.

THEREFORE BE IT RESOLVED, that the 2013 Ingham County Budget, as set forth in the Finance Committee Recommended Budget, dated September 12, 2012 and incorporated by reference herein, is hereby adopted on a basis consistent with Ingham County's Budget Adoption and Amendment Policies and subject to all county policies regarding the expenditure of funds and the conditions set forth in this resolution.

BE IT FURTHER RESOLVED, that the following tax levies are hereby authorized for the 2012 tax year/2013 budget year for a total county levy of 9.6663 mills, including authorized levies for General Fund operations, special purpose, and Airport Authority millage:
OCTOBER 23, 2012 REGULAR MEETING

2012/13 Millage Summary

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Millage</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Operations</td>
<td>6.3512</td>
</tr>
<tr>
<td>General Operations – Indigent Veterans Support</td>
<td>.0230</td>
</tr>
<tr>
<td>Special Purpose - Emergency Telephone Services</td>
<td>.8431</td>
</tr>
<tr>
<td>Special Purpose - County-wide Transportation</td>
<td>.4800</td>
</tr>
<tr>
<td>Special Purpose - County-wide Transportation</td>
<td>.1200</td>
</tr>
<tr>
<td>Special Purpose - Juvenile Justice</td>
<td>.6000</td>
</tr>
<tr>
<td>Special Purpose - Potter Park Zoo and Potter Park</td>
<td>.4100</td>
</tr>
<tr>
<td>Special Purpose – Farmland/Open Space Preservation</td>
<td>.1400</td>
</tr>
<tr>
<td>Trust &amp; Agency - Capital Region Airport Authority</td>
<td>.6990</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED, that the revenues received by the County under Public Acts 106 and 107, 1985 (Convention Facility Tax revenue) shall not be used to reduce the County's 2012/2013 operating millage as defined by Public Act 2, 1986.

BE IT FURTHER RESOLVED, that in accordance with Public Act 2 of 1986, that 50% of the actual Convention Facility Tax revenue not used to reduce the County's operating tax rate shall be transmitted to the Mid-South Substance Abuse Commission or Community Mental Health, as its successor agency, with the remaining revenues to be deposited in the County's General Fund.

BE IT FURTHER RESOLVED, that the revenues received by the County under Public Act 264 of 1987 (Health and Safety Fund Act) shall not be used to reduce the County's 2012/2013 operating millage levy, and that 11/17 of the actual Health and Safety Fund Act revenue not used to reduce the County's operating tax rate shall be appropriated to the Ingham County Health Department budget for those public health prevention programs and services whose costs are in excess of 1989 appropriation levels.

BE IT FURTHER RESOLVED, that in accordance with Public Act 264 of 1987, that 5/17 of the actual Health and Safety Fund Act revenue not used to reduce the County's operating tax rate shall be used for personnel and operating costs which are in excess of 1988 appropriation levels at the Circuit Court, Family Court, District Court, and Sheriff Department Law Enforcement with the remaining revenues generated by P.A. 264 of 1987 to be used for other General Fund expenditures.

BE IT FURTHER RESOLVED, that the adopted budget is based on current estimates of revenues and expenditures, and that the Board of Commissioners may find it necessary to adjust budgeted revenues and expenditures from time to time during the year.

BE IT FURTHER RESOLVED, that the County Controller is hereby authorized to make budgetary transfers within the various funds and authorize expenditures in accordance with the budgetary procedures established by the Board of Commissioners in Resolution #90-274, as amended by Resolutions #94-93 and #04-253, a summary of which has been forwarded by the Controller to each department head, court and elected official.

BE IT FURTHER RESOLVED, that expenditures shall not be incurred in excess of the individual budgets adopted herein without first amending the budget pursuant to the budgetary procedures established by the Board of Commissioners in Resolution #90-274, as amended by Resolutions #94-93 and #04-253.

BE IT FURTHER RESOLVED, that all purchases made with funds appropriated in this budget shall be made in conformance with the County’s Purchasing Procedures, as adopted and amended by the Board, and that these budgeted funds are appropriated contingent upon compliance with the County’s Purchasing Procedures.
BE IT FURTHER RESOLVED, that the approved Position Allocation List contained in the budget shall limit the number of permanent employees who can be employed in all departments, offices, and the courts, and no funds are appropriated for any permanent position or employee not on the approved Position Allocation List.

BE IT FURTHER RESOLVED, that the Board of Commissioners may, from time to time during the year, change the approved Position Allocation List and/or impose a hiring freeze, as circumstances warrant, and that the same limitation as to the number of permanent employees who can be employed with a revised Position Allocation List.

BE IT FURTHER RESOLVED, that certain positions contained in the Position Allocation List which are supported in some part by a grant, cost sharing, reimbursement, or some other source of outside funding are only approved contingent upon the County receiving the budgeted revenues.

BE IT FURTHER RESOLVED, that in the event that such anticipated outside funding is not received or the County is notified that it will not be received, said positions shall be considered not funded and removed from the approved Position Allocation List.

BE IT FURTHER RESOLVED, that the policies regarding temporary employees shall remain in full force and effect.

BE IT FURTHER RESOLVED, that budgets for all funds are adopted on a January 1st fiscal year, with the following exceptions: Friend of the Court Services Fund (215), County Health Fund (221), Community Corrections Fund (267), Community Development Block Grant Fund (287), DHS - Child Care Fund (288), DHS - Social Welfare Fund (290), Family Division – Child Care Fund (292), Prosecuting Attorney Cooperative Reimbursement Grant Fund (298), and Community Health Center Network Fund (511), all of which are adopted on an October 1st fiscal year.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes the use of budgeted funds for the purchase of vehicles and necessary equipment such as marking kits, light bars, sirens, prisoner transport shields, radar, etc., from the State of Michigan and other municipal cooperative purchasing programs approved by the Purchasing Department.

BE IT FURTHER RESOLVED, that the vehicles being replaced are authorized to be transferred to another county department or agency for fair-market value established by the Purchasing Director, or are authorized to be sold at state auction or to a private company; the method of disposal shall be that which is deemed to be in the best interest of the County as determined by the Purchasing Director.

BE IT FURTHER RESOLVED, that the Ingham County Sheriff’s Office is authorized to sell at fair-market value any used Ingham County Patrol Vehicles to the Ingham Intermediate School District for its Law Enforcement Program.

BE IT FURTHER RESOLVED, that the 2013 Budget as Recommended by the Finance Committee is amended to decrease the budgeted rate for future retiree health care from 2.5% of payroll to 1.75% of payroll, or $400,000, and that this amount be transferred to the budget for Ingham County’s contribution toward employee pension costs.

BE IT FURTHER RESOLVED, that the Controller is authorized to make any necessary budget adjustments consistent with this change.
BE IT FURTHER RESOLVED, that all grants and funding arrangements with entities whose fiscal years do not coincide with the County's fiscal year be considered authorized providing that they have been authorized in the adopted budget, and the remaining portion of the time period and funds are included in the Controller’s Recommended Budget for the succeeding fiscal year.

BE IT FURTHER RESOLVED, that funds appropriated to a community agency but not spent by the end of the fiscal year may be carried over into the next fiscal year without additional Board approval, provided the Controller and Budget Office certify that the funds are available, and that the agency wishing to have said funds reappropriated provides a definitive scope of work for review by the Controller’s Office and the County Attorney.

BE IT FURTHER RESOLVED, that any request for reappropriation to the 2013 budget of funds not spent in 2012 for a specific project must be received by the Budget Office no later than March 15, 2013, otherwise the request for reappropriation will not be considered.

FINANCE: Yeas: Grebner, McGrain, Nolan, Bahar-Cook, Dougan
Nays: None
Absent: Tennis
Approved 10/17/12

Moved by Commissioner Grebner, supported by Commissioner Koenig, to adopt the resolution. Motion carried on a unanimous roll call vote. Absent: Commissioners Schafer and Tennis.

The following resolution was introduced by the Judiciary and Finance Committees:

RESOLUTION APPROVING THE APPOINTMENT OF THOMAS J. MATTERN ATTORNEY MAGISTRATE OF THE 55TH DISTRICT COURT

RESOLUTION #12-354

WHEREAS, Michigan Compiled Law 600.8501 authorizes the judges of district court to appoint a magistrate to carry out duties as set forth by statute; and

WHEREAS, Michigan Compiled Law 600.8501 also requires that the appointment of a magistrate to the district court be approved by the county board of commissioners prior to the magistrate taking office; and

WHEREAS, the 55th District Court has funds within its existing budget to pay for a per diem Magistrate when the full time Magistrate is absent because of a leave or training; and

WHEREAS, the 55th District Court wants to insure that there is no interruption of service to the community when the Magistrate is absent; and

WHEREAS, Thomas J. Mattern previously served as a per diem magistrate for the 55th District Court between 2006 and 2009; and

WHEREAS, the 55th District Court intends to appoint Mr. Thomas Mattern as a per diem Magistrate and the appointment is contingent upon the approval the Ingham County Board of Commissioners.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approve the appointment of Thomas J. Mattern as a per diem magistrate for the 55th District Court.
The following resolution was introduced by Law Enforcement and Finance Committees:

RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT WITH THE CITY OF LANSING
FOR AN ALLOCATION OF FUNDS TO INGHAM COUNTY/CITY OF LANSING
COMMUNITY CORRECTIONS FOR THE CITY 2012-2013 FISCAL YEAR

RESOLUTION #12-355

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

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

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

WHEREAS, an annual submission of an application that identifies planned priorities and strategies to be
implemented for the upcoming State fiscal year (FY 2012- 2013) was approved by the Ingham County Board of
Commissioners and by the Lansing City Council; and

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

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves entering into a
contract with the City of Lansing for $12,500 for the time period of July 1, 2012 through June 30, 2013.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners and the County Clerk are
authorized to sign any necessary contracts and/or subcontracts consistent with this resolution subject to approval
as to form by the County Attorney.

LAW ENFORCEMENT:  Yeas: Tsernoglou, De Leon, Celentino, Schafer, Dragonetti
Nays: None  Absent: Koenig  Approved 10/11/12

FINANCE:  Yeas: Grebner, McGrain, Nolan, Bahar-Cook, Dougan
Nays: None  Absent: Tennis  Approved 10/17/12

Adopted as part of the consent agenda.

The following resolution was introduced by the Law Enforcement and Finance Committees:
RESOLUTION AUTHORIZING THE SALE OF A USED SURPLUS MULTIMEDIA PROJECTOR TO TRIAD

RESOLUTION #12-356

WHEREAS, Ingham County has periodic need to dispose of surplus equipment; and

WHEREAS, TRIAD is a non-profit 501c3 organization in need of a Multimedia projector; and

WHEREAS, TRIAD is an advocacy and advisory group that seeks to increase the communication between senior citizens and law enforcement with the goal to reduce criminal victimization and unwarranted fear of crime that affects older persons; and

WHEREAS, TRIAD is willing to enter into an agreement with Ingham County for the use of surplus county Multimedia projector equipment to present their PowerPoint program to local senior communities and to inform as many seniors as possible about fraud, scams and how to be safe at home and out in the community in Ingham County; and

WHEREAS, the Board of Commissioners has determined that this is an appropriate use of surplus equipment.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the sale of a used surplus Epson Powerlite 505c/715c Multimedia projector in return for providing Senior Safety presentation services to Ingham County residents for the nominal sum of one dollar ($1.00).

BE IT FURTHER RESOLVED, that the sale of this projector will be as is with no warranties expressed or implied.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Board Chairperson and County Clerk to sign all necessary Buy Sell Agreement documents consistent with this resolution upon review and approval as to form by the County Attorney.

LAW ENFORCEMENT: Yeas: Tsernoglou, De Leon, Celentino, Schafer, Dragonetti
Nays: None  Absent: Koenig  Approved 10/11/12

FINANCE: Yeas: Grebner, McGrain, Nolan, Bahar-Cook, Dougan
Nays: None  Absent: Tennis  Approved 10/17/12

Adopted as part of the consent agenda.

The following resolution was introduced by the Law Enforcement and Finance Committees:

RESOLUTION TO APPROVE THE 911 LEGACY COST PARTIAL REIMBURSEMENT AGREEMENTS BETWEEN INGHAM COUNTY, MERIDIAN TOWNSHIP, AND MICHIGAN STATE UNIVERSITY

RESOLUTION #12-357
WHEREAS, the Ingham County Board of Commissioners began operations of the Ingham County 911 Consolidated Dispatch Center Facility in June of 2012; and

WHEREAS, the Ingham County Board of Commissioners previously authorized a Legacy Cost Agreement between Ingham County and the City of East Lansing, in order to proceed with the development of the Ingham County 911 Consolidated Dispatch Center Facility; and

WHEREAS, that Legacy Cost Agreement contained a section whereby Meridian Township and Michigan State University (MSU) have previously agreed to pay to the County funds to partially offset unfunded Legacy Costs borne by the City of East Lansing in the provision of 911 Emergency Dispatch Services during the period in which such services were also provided to Meridian Township and MSU; and

WHEREAS, the County agreed to remit to the City of East Lansing all sums received from Meridian Township and/or MSU designated for these purposes.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the 911 Legacy Cost Partial Agreements between Ingham County and Meridian Township (“Township”), and Michigan State University (“MSU”) the sums of $9,000 per year, and $10,000 per year, respectively effective January 1, 2013 through December 31, 2022.

BE IT FURTHER RESOLVED, the County agrees to remit to the City of East Lansing all sums received from Meridian Township and/or MSU designated for these purposes for the duration of these agreements.

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

LAW ENFORCEMENT:  Yeas: Tsernoglou, De Leon, Celentino, Schafer, Dragonetti
    Nays: None    Absent: Koenig    Approved 10/11/12

FINANCE:  Yeas: Grebner, McGrain, Nolan, Bahar-Cook, Dougan
    Nays: None    Absent: Tennis    Approved 10/17/12

Moved by Commissioner Tsernoglou, supported by Commissioner Grebner, to adopt the resolution. Motion carried unanimously. Absent: Commissioners Schafer and Tennis.

SPECIAL ORDERS OF THE DAY:
None.

PUBLIC COMMENT:
None.

COMMISSIONER ANNOUNCEMENTS:
Commissioner Bahar-Cook made the following announcements: The Tri County Office on Aging will be holding their annual fundraiser dinner on November 1, 2012 at Eagle Eye, for more information on this you may call (517) 887-1440. The Michigan Consumers for Health Care will be holding 3 health care forums the first one to be held on October 30, 2012, 10-12 at the Tri County Office on Aging. Trick or Treat will be held on the square in Lansing on October 29, 2012. Silver Bells will be held on November 16, 2012. She congratulated John Groen on his appointment to the Potter Park Zoo Board.
Commissioner McGrain made the following announcements: Highfields 50th Anniversary dinner will be held on November 1, 2012 at the Kellogg Center, more information can be found at highfield.org. Lansing Aids Network will be holding their Red Ribbon Gala and Auction on November 10, 2012, more information available at laanonline.org. Lansing Township Supervisor, John Daher’s, retirement party will be held on November 13, 2012 at Bar 30 in Eastwood Town Center from 6-9 p.m. Grand River Connection, sponsored by Michigan Political History Society, is holding an event this evening, October 23, from 6-8 p.m. at Thomas M. Cooley Law School.

Commissioner Celentino congratulated Lansing Township Supervisor, John Daher, on his 28 year career and announced that in addition to the November 13, 2012 retirement party there will also be an open house held on November 16, 2012 at the Township Hall located at 3209 West Michigan from 3-6 pm.

Commissioner Tsernoglou announced that the East Lansing, Great Pumpkin Walk, will take place on October 25, 2012, 5-7 p.m.

Commissioner Dougan announced the Lansing Area Sobriety Court will be holding a fund raiser breakfast on October 26, 2012 at the Lansing Country Club from 7:30-8:30 a.m.

Commissioner Holman announced the next County Services meeting will be held on November 8, 2012.

Commissioner De Leon announced Boo at the Zoo, dates and time can be found on the zoo’s website at ingham.org.

Commissioner Dougan announced the celebration for 100 years of operation of Sparrow Hospital on October 28, 2012 to be held in the lobby of Sparrow Hospital.

Chairperson Copedge congratulated AKA Sorority Inc. for their successful past scholarship fundraiser to support students and other education activities within the Lansing area.

CONSIDERATION AND ALLOWANCE OF CLAIMS:
Moved by Commissioner McGrain, supported by Commissioner Grebner, to approve payment of the claims submitted by the County Clerk and Financial Services Department in the amount of $19,366,048.81. Motion carried unanimously. Absent: Commissioner Schafer and Tennis.

ADJOURNMENT:
The meeting was adjourned 7:14 p.m.
October 30, 2012

Mike Bryanton  
Ingham County Clerk  
PO Box 179  
Mason, MI 48854

Dear Clerk Bryanton,

Re: 911 Plan Amendment

For your information, I am notifying you that the Clinton County Board of Commissioners has adopted the attached 9-1-1 Plan Amendment Resolution, including the attached Tentative 911 Plan. The new 911 Plan would republish Clinton County’s 911 Plan, incorporating all prior amendments and updating it in light of changes to the underlying statute.

All affected local units (City of East Lansing & City of Lansing) have been advised of the following steps involved in the amendment process and their right to opt out. Opting out would result in the community not receiving 9-1-1 services. If a community wants to opt out, it must authorize the signature of one of the following “Notices”. If an entire community wants out of the 9-1-1 system, they must approve, execute and return to me within 45 days, the “Notice of Exclusion (Complete)”. If local unit wants a portion of their community’s geographic boundaries out of the 9-1-1 system, they must approve, execute and return to me within 45 days the “Notice of Exclusion (Partial)”. The steps in the amendment process are as follows:

1. County Board of Commissioners adopts a tentative plan amendment and sets a final hearing date for at least 90 days later. The Clinton County Commissioners have taken this action and the final hearing is scheduled for January 29, 2013.

2. Within 5 days after the tentative plan is adopted, the Clinton County Clerk must send each affected municipality this notice with a copy of the proposed amendment (and a notice of the opportunity to opt-out), certified mail, return receipt requested.
3. If a community wants to opt-out, it must return an opt-out resolution (signed notice) within 45 days.

4. After the 45 days, the tentative plan is modified by any exclusions and notice of the final hearing must be published twice in a newspaper of general circulation by the County Clerk; once more than 30 days before the final hearing and once within 30 days of the final hearing.

5. The Clinton County Board of Commissioners holds the public hearing, and must allow all who wish a reasonable opportunity to speak.

6. The only change that may be made to the final plan amendment is the modifications for communities that excluded themselves. If the final plan is adopted by the Clinton County Board of Commissioners, it is filed with the State Treasurer and the Michigan State Police.

If you have any questions, do not hesitate to contact me. If a community does nothing, the community will be automatically included within the new 9-1-1 Plan.

Sincerely,

Diane Zucker
Clerk of the Board of Commissioners

Enclosures
Resolution 2012-19
Adopting Tentative Final 911 Service Plan and Plan Service District

At a regular meeting of the Clinton County Board of Commissioners held in St. Johns, Michigan on October 30, 2012, at 9:00 a.m.

PRESENT: Commissioners Bruce DeLong, Jack Enderle, Ann Hill, Larry Martin, David Pohl, Robert Showers and Adam Stacey.

ABSENT: None

The following resolution was offered by Commissioner Pohl and supported by Commissioner Enderle:

WHEREAS, Clinton County ("County") has adopted a Final 911 Service Plan ("Plan") and Plan Service District ("Service District") pursuant to the Emergency Telephone Service Enabling Act, 1986 PA 32, as amended ("Act");

WHEREAS, from time to time the County has adopted changes and amendments to the Plan to accommodate changes in the Act or the delivery of 911 services within the County;

WHEREAS, the County believes that it would be in the best interests to republish and repromulgate the 911 Plan to ensure that it contains all amendments that are presently relevant to the County and Service District and the latest amendments and changes to the Act and 911 technologies and to the Clinton County Consolidated Dispatch operation.

NOW, THEREFORE, BE IT RESOLVED that the 911 Plan attached, including its Appendices and the Bylaws attached is tentatively adopted:
BE IT FURTHER RESOLVED A final hearing on this Plan Amendment is set for January 29, 2013, and the County Clerk is directed to send a copy of the tentative Plan and attachments to all public agencies and to otherwise make the required postings under the Act.

YEAS: Commissioners Larry Martin, Anne Hill, Adam Stacey, David Pohl, Jack Enderle, Bruce DeLong and Robert Showers.

NAYS: None

RESOLUTION ADOPTED

STATE OF MICHIGAN  
COUNTY OF CLINTON  

I, Diane Zuker, Clerk of the County of Clinton, do hereby certify that the foregoing resolution was duly adopted by the Clinton County Board of Commissioners at a regular meeting held on the 30th day of October, 2012.

Diane Zuker, Clinton County Clerk
CLINTON COUNTY
EMERGENCY TELEPHONE SERVICE DISTRICT
FINAL PLAN

Adopted on October 30, 2012
CLINTON COUNTY E-911 SERVICE PLAN

I. INTRODUCTION

Michigan Public Act 32 of 1986, MCL §484.11101 et seq, as amended, ("Act") authorizes Clinton County ("County") to enact a E-911 Service Plan ("Plan") that establishes a Service District ("Service District") in which enhanced 911 (E 911) services are provided to callers requesting emergency medical, police and fire services. The County has adopted a Plan and various amendments to that Plan. The present Plan is designed to replace, supersede, republish and/or update the Plan in light of present circumstances with the potential to more easily accommodate present and future technologies and management operations with the goal of facilitating a superior and ever improving E 911 system with the County. Unless otherwise noted herein, all terms within this Plan shall have the definition and/or meaning provided in the Act.

This Plan implements a Service District covering the entire geographic boundaries of the County by addressing the following:

- Technical considerations of the service supplier including system equipment for facilities that would be used in providing emergency telephone service and/or other communication technologies.

- Operational considerations including the designation of primary public safety answering points ("PSAP's"), secondary PSAP's, and alternative PSAP's, and the manner in which 911 calls would be processed, dispatch functions performed, and informational systems utilized.

- Managerial considerations including the organizational form and agreements that would control technical, operational, and fiscal aspects of the emergency telephone service.

- Fiscal considerations including projected recurring and non-recurring costs with a financial plan for implementing and operating the system

By facilitating the development and maintenance of enhanced 911 services in the County, this Plan provides multiple benefits, including but not limited to:

1) Use of the universal, simple, easy-to-remember, three digit number for all emergencies in any location within the County;

2) Automatic number identification (ANI), automatic location identification (ALI) for wire-based calls, digital calls, geographic positioning identification for mobile or wireless technologies, automatic and selective routing to increase the effectiveness of emergency response, and dispatch services;

1 Appendix #8 – Historical listing of amendments to the Clinton County 9-1-1 Plan.
3) Establishment of financial, management and operational mechanisms designed to place the community in the best position to implement and maintain an up-to-date E 911 System; and

4) Establishment of a system for recruiting and training qualified telecommunicators, also known as “dispatchers”).

II. PLAN ADOPTION

1) The Act requires the County Board of Commissioners (“County Board”) to adopt by resolution a Tentative Plan creating a Service District.

2) The Act requires the resolution to include a date, time and place for a public hearing to be held on a final Service Plan not less than ninety (90) days after the date of adoption of the resolution.

3) The Act requires the County Clerk to give notice of the public hearing. Notice must be published twice in a newspaper of general circulation within the County. The first notice must be at least thirty (30) days prior to the hearing, and the second notice within thirty (30) days of the hearing.

4) The Act requires the County Clerk to forward a copy of the resolution, together with a copy of the Tentative Plan to the clerk of each community within the District.

5) A community has forty-five (45) days after receipt of the resolution to file with the County Clerk a notice of exclusion from the Plan (see Appendix #1 and Appendix #2). Failure to file a notice of exclusion within 45 days will result in the community being included in the Service Plan and the Service District.

6) The Clinton County Central Dispatch as established or recognized herein shall be the primary PSAP for all portions of the Service District, unless another public agency currently has on file with the County Clerk or files pursuant to the Act, a notice of intent to serve as primary PSAP to an area within the Service District. All such filings are preserved by this Plan. Any other public agency within the County that wishes to be a PSAP agency has 45 days after the receipt of the resolution tentatively adopting this Plan to file a notice of intent to function as a PSAP (see Appendix #1 and Appendix #2). Any public agency whose geographic boundaries that is located completely outside the County or that is proposing to provide primary PSAP services to a portion of the Service District located outside of the public agency’s own boundaries must receive express and specific County Board approval for that PSAP service, either directly through this Plan, a Plan Amendment or an Administrative Finding Resolution, as further described in IV(1) below.
7) The Act requires the County Board to adopt the Tentative Plan as the Final Plan, except as modified by Plan Exclusions and PSAP Notices, as identified above.

III. TECHNICAL CONSIDERATIONS

1) Service District.

The Service District created by this Service Plan shall be coterminous with the boundaries of the County.

The Administrative Policy Board (hereinafter being referred to as “911 Board”) created herein is authorized and directed to cooperate with the State 9-1-1 Committee or any other state, federal or local body or official authorized to install, operate, modify and maintain universal emergency number service systems, whether wire-based, cellular, wireless, digital or radio-based, within the Service District.

2) Enhanced wire-based 911.

This Plan requires an Automatic Number Identification (“ANI”), Automatic Location Identification (“ALI”), and selective Routing Network System, including “on screen” information to the telecommunicator of the caller’s name, address, and telephone number and space provided for jurisdiction information in the areas of police, fire, and ambulance (“EMS”). (Collectively referred to as “Enhanced 911”).

Presently AT&T and Frontier provide wire-based Enhanced 911 telephone services to service users in the County, and those companies must maintain their Enhanced 911 services in order to continue to serve users in the County. All wire-based telephone companies interested in providing wire-based services within the County must provide and maintain Enhanced 911 and will cooperate to supply, in accordance with the Michigan Public Service Commission tariff rates, rules and regulations, the design installation and maintenance of the network for all facilities involved in providing emergency response telephone service, including modifications to all pay telephones to provide free 911 service.

In this Plan the wire centers identified in Appendix #3 must be modified or maintained. These costs are included in the technical surcharge installation and maintenance costs.

The cities, townships and villages that are wholly or partially included in the Service District, as public agencies, include those identified in Appendix #4.

3) Wireless Implementation.

All Commercial Mobile Radio Service (“CMRS”) or other wireless providers (collective “Wireless”) providing service within the Service District are requested and directed to deploy Phase II, E 911 Enhanced service as provided in the wireless emergency service order (“Order”), FCC Docket No. 94-102, adopted June 12, 1996, with an effective date of October 1,
1996, including but not limited to provision of number, location and name. The County is Phase II compliant.

4) **VOIP Implementation.**

All providers of voice over internet ("VOIP") and other communication technologies services to the service users in the Service District are required to provide Enhanced 911 services if the computer is wire based and service that is equivalent or exceeds Phase II, Enhanced service if mobile and wireless.

5) **Implementation—General.**

Commercial wire-based, wireless, VOIP, and/or other communication technology providers are "Service Suppliers" as that term is used herein. Service Suppliers shall automatically route all 911 calls originating from service users in the County to the primary PSAP serving the area from which the call originated, as identified in this Plan and/or the notice of intent to serve as primary PSAP as provided in this Plan and under the Act. All calls within the wire exchanges identified in this Plan but originating from within other counties shall be automatically routed as directed by the E 911 service plans adopted by the County Board from those counties, or, if no such provisions exist, to the appropriate secondary PSAP for selective routing to the appropriate public agencies and EMS providers within those counties. Any calls which cannot be automatically routed shall be selectively routed to the appropriate primary PSAP.

The County Board of Commissioners are authorized and directed to take any action necessary to implement the Order, the Act, this Plan or any other applicable state or federal law existing or subsequently adopted.

The County Board of Commissioners may require that every wire-based, CMRS/wireless or VOIP service provider billing service users within the District submit a written registration as a "Service Supplier" under the Act, including a contact person, telephone number and the type of service supplied. The Board of Commissioners may by resolution impose reasonable time limits on the registration and require periodic updates. The current service suppliers known to operate within the District are listed in Appendix #3.

6) **Service Supplier, Selective Router, and Public Agency Updates.**

In an Administrative Findings Resolution, the County Board of Commissioners shall periodically update the public agency, wire, wireless and digital service supplier, and selective router information described or required as provided in this Section of the Plan as well as the Act and Appendix #3 and Appendix #4.
IV.
OPERATIONAL CONSIDERATIONS

1) Consolidated Dispatch.
Clinton County Central Dispatch is established as a consolidated dispatch center and recognized herein as the primary PSAP for all portions of the Service District, unless another public agency files with the County Clerk, a notice of intent to serve as a primary PSAP to an area within the Service District as provided herein. Any public agency within the County that wishes to be a PSAP agency has 45 days after the receipt of the resolution tentatively adopting this Plan to file a notice of intent to function as a PSAP (Appendix #1 or Appendix #2).

If a public agency within the county files a notice of intent to serve as a primary PSAP to any portion of the Service District outside its borders or if a public agency located completely outside of the County files a notice of intent to serve as a primary PSAP for any portion of the Service District, the County Board must specifically approve such service through express provision in this Plan, a Plan Amendment, or any Administrative Findings Resolution. If the County Board does not expressly approve the notice of intent for such public agencies, Clinton County Central Dispatch shall continue to serve as the primary PSAP. Factors for the County Board to consider in deciding whether to approve a notice of intent for such public agencies shall include but are not limited to the following:

A. Whether the proposed primary PSAP is currently dispatching first responders serving the area of the Service District involved;

B. Whether the proposed primary PSAP service will impair the optimum functioning of Clinton County Central Dispatch in one or more of the following areas: financing, technological servicing, disaster planning, or general operations;

C. Whether the proposed primary PSAP service is supported by the public safety agencies servicing that portion or surrounding portions of the Service District; and

D. Whether the proposed primary PSAP service is in the best interests of the service users of the County.

In making a determination as to whether to accept the notice of intent to serve as a primary PSAP for a public agency outside of the proposed primary PSAP’s boundaries, the County Board may attach conditions to its approval, including but not limited to the execution of a contract, provisions regarding operational surcharge or other revenue that may be provided under the Act and this plan, indemnification, duration and mutual aid, and any other provision that advances the best interests of the service users and the public safety agencies within the County.
2) **PSAP Operations**

This Plan shall, upon adoption by the Board of Commissioners, be and is designed to replace, supersede, republish, and update the 1991 service plan, as amended. The primary PSAP designation is the Clinton County Central Dispatch as established in the existing Plan. Any previously filed notices of intent to serve as primary PSAP are preserved, as described in Appendix #6. If no notice of intent to serve as primary PSAP is currently on file with the Clinton County Clerk or if any public agency that filed a notice of intent to serve as primary PSAP withdraws such notice under the Act, the primary PSAP will be the Clinton County Central Dispatch Center, presently located at 100 East State Street, Clinton County Courthouse, Suite 1400, St. Johns, MI 48879. All present PSAP’s and the public agencies dispatched and dispatch methods are identified in Appendix #5 and Appendix #6. In an Administrative Findings Resolution, the County Board is authorized from time to time to update the list of PSAP’s, public agencies dispatched and dispatch methods as provided in Appendixes #4, #5, and #6.

There are no secondary PSAPs authorized under this Plan.

All primary PSAP’s must be staffed twenty-four (24) hours per day, every day of the year, and shall have at least one device for receiving calls for service from hearing or speech-impaired persons.

If a local unit of government or public safety agency that is identified in the Plan as being a primary PSAP or that has filed an intention to serve as a primary PSAP under the Act and Plan, and subsequently files a notice of intention to cease to function as a primary PSAP, the Clinton County Central Dispatch shall serve as the primary PSAP for the geographical area previously served by the local unit of government or public safety agency as soon as practicable and shall have the right to any millage or operational surcharge or any other 911 fee or transfer costs associated with the assumption of responsibility.²

Livingston, Eaton and/or Ingham Counties shall serve as back-up PSAP’s in the event that selective routing services to Clinton County Central Dispatch are disrupted. Likewise, Clinton County Central Dispatch may serve as back-up PSAPs for Livingston, Eaton, and Ingham Counties.

3) **Dispatch Methods**

Calls to 911 will be processed by the direct dispatch method and/or relay Method. Calls for service from jurisdictions outside the geographical boundaries of Clinton County but which are included in this Service Plan will be handled by the manual transfer method. If, at any time, Selective Routing Transfer of the Manual Transfer method becomes unusable, the calls for service will be routed by the Relay Method.

Each public safety agency, designated above to serve as a PSAP or secondary PSAP, or back-up PSAP, shall file a notice of their intent, whether to serve or not to serve as a PSAP, not

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²“Practicability” shall be determined in the sole discretion of the County Board after consultation with the 911 Board and local unit of government affected.
later than 45 days after the city or township which the agency serves, receive a copy of this Service Plan. Failure to file a notice of intent will result in the safety agency not being designated as a PSAP in the final E-911 plan.

While the Plan is designed solely for the benefit of the residents and service users of Clinton County, portions of other counties may be affected by the implementation of this plan. Agreements may be reached with these communities as to the proper forwarding of those 911 calls that originate beyond the boundaries of this Emergency Telephone Service District.

Public safety agencies identified within the Plan will be dispatched in either the direct or relay method. Dispatchers of Clinton County Central Dispatch will determine the appropriate public and private safety service unit, including the Michigan State Police, and will dispatch the appropriate closest available unit(s). Public Safety units when equipped with AVL (automatic vehicle locaters) will be utilized.

4) **Training.**

The 911 Board will ensure all telecommunicators who are required to meet State mandated designation are so designated and that all telecommunicators receive appropriate training for their function.

5) **Implementation—General.**

The 911 Board may require that all public and private safety agencies providing emergency response services within the District register with the County Clerk and execute service agreements with Clinton County Central Dispatch. The 911 Board may by resolution impose reasonable time limits on the registration and require periodic updates. The current public and private safety agencies known to operate within the District are listed in Appendix #5.

6) **PSAP/Public Safety Agencies Updates.**

The public and/or private agencies to be dispatched within the County and the dispatch methods are identified in Appendix #5. In an Administrative Findings Resolution, the County Board of Commissioners, in coordination with the 911 Board, is authorized from time to time to update the list of public and private safety agencies providing emergency response services within the District and the corresponding dispatch methods.

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3 "Appropriate" public or private safety unit shall be determined in the sole discretion of the County Board after consultation with the 911 Board and the local unit of government affected.
V.

MANAGERIAL CONSIDERATIONS

1) Legal Status.

Clinton County Central Dispatch is a department of Clinton County and its personnel are County employees. The County Board, 911 Board and Director shall operate and manage the Clinton County Central Dispatch pursuant to the Act, this Plan, the Bylaws authorized herein as well as other County policies and practices.

2) PSAP Management.

Clinton County Central Dispatch and each additional public agency that files a notice of intent to function as a PSAP (either primary or secondary), by doing so accepts the responsibility for the management of the on-line public safety dispatch center including the personnel, operational configuration, level of service and equipment needs for the geographic and political boundaries identified in the notice of intent.

3) Director.

The County Board may hire a Director, subject to its personnel policies and practices. The Director shall report to the County Board and County Administrator and work with the 911 Board to implement this Plan, including but not limited to implementing dispatch protocols; communicating with the public safety agencies, private service entities, public agencies, service suppliers, State of Michigan and other interested parties; supervising telecommunicators and other dispatch staff subject to the County personnel policies; preparing a proposed and implementing an approved budget; establishing funding needs; and executing other duties as assigned by the County Board,

4) 911 Board.

The 911 Board shall assist the County Board and the Director in the implementation of this Plan, and other 911 services for the Service District. The 911 Board shall meet at least quarterly and at such other times as the membership shall determine. The 911 Board shall be an “emergency 9-1-1 district board” as that term is used in Sections 301 and 320 of the Act.

A. Clinton County has a Central Dispatch that was created before March 2, 1994, therefore the governing board previously created is preserved. By resolution, the County Board shall adopt and from time to time amend bylaws for the 911 Board, specifying among other things, the number of Board members, how they are appointed, and the 911 Board’s authority. The current bylaws for the 911 Board are attached hereto as Appendix #7.

B. If the County ceases to operate a Central Dispatch the 911 Board shall perform the nondispatch functions of this Plan, coordinate the delivery of dispatch
services in the County, assist the County Board in maintaining, improving and implementing the Plan, and assist the County Board in any other 911 related service that the County Board delegates to it.

C. In the sole discretion of the County Board as exercised by resolution, each neighboring county that executes a service agreement with the County Board to receive services from the Clinton County Central Dispatch may receive one (1) representative on the 911 Board which shall be expanded to accommodate such representative(s).

D. The County may indemnify members of the 911 Board to the limits of and if subject to coverage under the terms of the County’s insurance coverage, against expense actually and necessarily incurred by such members in connection with the defense of any action or suit claiming money damages or other relief arising out of his or her service on the 911 Board; provided, however, Clinton County shall not be liable if the member has admitted to, or have been adjudged or found liable or guilty by any court of competent jurisdiction of fraud or malfeasance in the performance by such member(s) of his/her duties to the 911 Board.

E. The 911 Board may also appoint a Technical Advisory Committee ("TAC") that is to be composed of a majority of law enforcement representatives. The TAC shall be the “governing body” of the Central Dispatch for purposes of ensuring LEIN and NCIC compliance as described in R 28.5204. The 911 Board shall approve the TAC’s bylaws and prescribe additional duties and responsibilities to it at the 911 Board’s discretion and, except for LEIN and NCIC activities, its oversight.

VI. FISCAL CONSIDERATIONS

1) Technical Charges.

Estimated Network Charges. Network Charge will be collected by each wire based Service Supplier from all subscribers in the Service district, as approved by the Michigan Public Service Commission.

The Act requires each agency operating a PSAP to pay for all terminal equipment installation and for the actual PSAP equipment either through rental or capital acquisition. If the Act is modified, this Plan shall be automatically modified regarding the provision of such terminal or technical equipment.

The Clinton County Central Dispatch will utilize existing equipment. The cost of maintaining existing and acquiring new equipment shall be paid for by the County through the Central Dispatch Budget, as funded through Operational Funding, as described below. Grant monies, wherever applicable will be sought for equipment costs and planning and development of the database.
2) Operational Funding.

To finance the delivery of primary PSAP services, the County Board is authorized and directed to implement, receive and, in its discretion, to expend, consistent with all applicable laws and County resolutions, any voter approved millages, operational surcharge, County 9-1-1 charge (to the serviced agencies) or any other funding provided under state or federal law, including but not limited to such fees authorized, imposed, and collected under the Act. The County Board is authorized to make any request for funding from the Michigan Public Service Commission or State 911 Committee pursuant to the Act.

In addition, the County Board by resolution may accept at its discretion, to expend the County’s share of the State’s 9-1-1 Charge revenue as provided under the Act and to expend such funds on equipment and services benefiting the wireless telephone citizens operating within the County.

Because the County serves or is prepared to serve all portions of the County with E-911 answering and dispatch services, all operational surcharge and wireless surcharge funds arising from the County’s landline and wireless residents shall be paid to Clinton County and the Clinton County Board of Commissioners shall appropriate those sums in its sole discretion towards the funding of E-911 answering and dispatch services provided to the County’s residents and may appropriate up to the entire sum of revenues to Clinton County Central Dispatch even if some residents are receiving primary PSAP services from other jurisdictions.

All service suppliers must collect the operational surcharge or 9-1-1 charge under the Act as set by the County Board through resolution or implementing ordinance from services suppliers located within the Service District and remits such funds as provided under the Act to the County. The County Board may require that service suppliers provide an accounting of all funds collected and charged, including an identification of the number of service users that it is billing within the District. Any service supplier who fails to collect such funds and timely remit them as provided in this Plan and Act or to provide the reasonable accounting required hereby may be enjoined by the Clinton County Circuit Court from providing communication services to service users within the District and the County Board is authorized to sue such service supplier in the Circuit Court to obtain such injunctive relief and/or damage relief for the amount of uncollected or unremitted surcharge that the service supplier should have provided to the County.

In the event that millage and/or 911 operational surcharge revenues are insufficient to cover the costs of financing the Clinton County Central Dispatch, the County Board is authorized to negotiate fees for primary PSAP services rendered to public and private safety agencies and other emergency service providers dispatched by the Clinton County Central Dispatch, and if such fees cannot be negotiated, to set them at reasonable and fair levels in relation to the estimated cost of the services actually delivered to the public or private safety agencies. Furthermore, the County Board is authorized to set a service user fee at reasonable and fair levels in relation to the estimated cost of the services actually delivered to the service user or on his or her behalf or on behalf of a person or entity receiving the benefit of the emergency public and/or private services. The County Board may impose such fees through resolution or implementing
ordinance, including authorization to the State of Michigan District Court system to collect such fees from the party adjudicated at fault for creating the emergency service condition through civil and criminal infraction proceedings. The County Board may authorize the initiation of civil court proceedings to collect any such service user fee.

3) **Past Plans or Amendments**

These provisions are intended to modify, amend, supersede, republish and replace any and all prior Plan or Plan Amendment. This Plan may be amended in any manner and at any time consistent with the Act.

**EXECUTION AND ACKNOWLEDGEMENT**

Date: **Oct. 30**, 2012

Robert Showers, Chairperson
Clinton County Board of Commissioners

I, Diane Zuker, the Clinton County Clerk, hereby attest that the Clinton County Board of Commissioners approved this Plan on October 30, 2012, and authorized the Chairperson to execute it on its behalf, which occurred in my presence.

Date: **Oct. 30**, 2012

Diane Zuker, Clinton County Clerk
APPENDICES

Appendix #1  Notice of intent to function as a PSAP
Appendix #2  Notice of Exclusion (Full Jurisdiction) and Notice of Exclusion (Partial Jurisdiction)
Appendix #3  Service Suppliers
Appendix #4  Public Agencies
Appendix #5  List of public safety agencies serviced by the 911 network, and dispatch methods
Appendix #6  List of PSAP(s) for Clinton County Service District
Appendix #7  Clinton County Central Dispatch Administrative Policy Board Bylaws
Appendix #8  Historical listing of amendments to the original Clinton County E 9-1-1 PLAN.
APPENDIX #1

NOTICE OF INTENT TO FUNCTION AS A PSAP

Pursuant to the provisions of the Emergency Telephone Service Enabling Act, Michigan Public Act 32 of 1986, as amended, each public safety agency has forty-five (45) days after receipt of this tentative 911 Service Plan to file with the Clinton County Clerk a Notice of Intent to Function as a PSAP. The notice shall be in substantially the following form:

NOTICE OF INTENT TO FUNCTION AS A PSAP

Pursuant to Section 307 of the Emergency Telephone Service Enabling Act, ______ shall function as a PSAP within the 911 Service Plan adopted by resolution of the Clinton County Board of Commissioners on ____________ (date).

________________________________________
(Appropriate official)

________________________________________
(Second)
APPENDIX #2

1. **Notice of Exclusion—(Full Jurisdiction)**

Pursuant to Section 306 of the Emergency Telephone Service Enabling Act, Michigan Public Act 32 of 1986, as amended, each public agency has forty-five (45) days after receipt of the Final 911 Service Plan to file a Notice of Exclusion from the 911-service district with the Clinton County Clerk. The Notice of Exclusion shall be in substantially the following form:

**NOTICE OF EXCLUSION FROM THE 911 SERVICE DISTRICT**

Pursuant to Section 306 of the Emergency Telephone Service Enabling Act, the ____________________________ of ____________________________ hereby notifies the Clinton County Board of Commissioners that the ____________________________ of ____________________________ is excluded from the 911 Service District established by the Final 911 Service Plan adopted by the Board of Commissioners on ____________________________ (date).

(Clerk or other appropriate official)

2. **Notice of Exclusion—(Partial Jurisdiction)**

Pursuant to the provisions of the Emergency Telephone Service Enabling Act, Michigan Public Act 32 of 1986, as amended, each public agency has 45 days after receipt of the Final 911 Service Plan to file a Notice of Exclusion from the 911 Service District with the Clinton County Clerk. If less than the entire jurisdiction of a public agency is to be excluded, the Notice of Exclusion shall be in substantially the following form:

**NOTICE OF EXCLUSION FROM 911 SERVICE DISTRICT**

Pursuant to Section 306 of the Emergency Telephone Service Enabling Act, the ____________________________ of ____________________________ hereby notifies the Clinton County Board of Commissioners that the ____________________________ of ____________________________ described on the attached map is excluded from the 911 Service District established by the Final 911 Service Plan adopted by the Clinton County Board of Commissioners on ____________________________ (date).

(Clerk or other appropriate official)
APPENDIX #3

SERVICE SUPPLIERS

The following service suppliers as that term is used in the Act operate in whole or in part within Clinton County and, therefore, the service district created by this Plan:

Wire-Based 911 Telephone Companies:
► AT & T
► Frontier

Wireless, VoIP, and other Communication Technologies:
► 123.Net
► ACD.NET, Inc
► ALL TEL
► AT & T CORP
► BIRCH TELECOM
► BULLS EYE TELECOM
► CHARTER FIBERLINK
► CLEAR RATE COMM
► COAST TO COAST
► COMTECH 21
► CORDIA COMM
► DIECA (COVAD) COMM
► FIRST COMM
► GLOBAL CONNECT
► GRANITE TELECOM
► IDT DOMESTIC TELECOM
► LDMI
► LINGO INC
► MCI METRO ACCESS
► MEGAPATH
► MET TEL OF MICH
► NEW CINGULAR
► NEXTEL WEST CORP
► PNG TELECOM
► QWEST COMM
► SPRINT SPECTRUM
► TALK AMERICA, INC
► TDS METRO COM
► THUMB CELLULAR
► VERIZON WIRELESS NEW PAR
► WESTPHALIA BROADBAND
► WINN TELECOM
► WORKING ASSETS FUND
► ZAYO
► 8X8, Inc
► ACN COMM
► AT&T COMM OF MI
► AT & T MIDWEST
► BUDGET PREPAY/SALIS
► CAUSE BASED COMM
► CINCINNATI BELL
► CMSINTER.NET LLC
► COMCAST
► CONSUMERS CELLULAR
► DAYSTARR LLC
► ENTELEGENT SOL
► FRONTIER NORTH
► GLOBAL CROSSING
► IBFA ACQUISITIONS
► ISERV
► LEVEL 3
► MATRIX TELECOM
► MCLEOD USA
► METRO PCS
► NEXTVIA INC
► NEW HORIZONS COMM
► NOS COMM
► PRIME CIRCUITS
► SAGE TELECOM
► T MOBILE
► TCG-DETROIT
► TELNET WORLDWIDE
► VONAGE
► VERIZON WIRELESS
► PERSONAL COMM
► WESTPHALIA TELEPHONE
► WOLVERINE TDS TELECOM
► XO COMM SERV
APPENDIX #4

PUBLIC AGENCIES
The following public agencies exist in whole or in part within the County and therefore, included in the service district created by this plan:

TOWNSHIPS OF:
- Bath
- Bengal
- Bingham
- Dallas
- DeWitt
- Duplain
- Eagle
- Essex

- Greenbush
- Lebanon
- Olive
- Ovid
- Riley
- Victor
- Watertown
- Westphalia

VILLAGES OF:
- Eagle
- Elsie
- Fowler
- Hubbardston

- Maple Rapids
- Ovid
- Westphalia

UNINCORPORATED AREAS OF:
- Eureka
- Matherton

- Shepardsville
- Wacousta

CITIES OF:
- DeWitt
- East Lansing
- Grand Ledge

- Lansing
- St. Johns
APPENDIX #5

PUBLIC & PRIVATE SAFETY AGENCIES SERVICED BY THE 9-1-1 NETWORK AND DISPATCH METHOD:

Law Enforcement Agencies:

Bath Township Police Department
Capital Region International Airport (law & fire)
Clinton County Sheriff’s Department
Department of Natural Resources
DeWitt City Police Department
DeWitt Township Police Department
East Lansing Police Department
Elsie Police Department
Lansing Police Department
Maple Rapids Police Department
Michigan State Police (Post 11 – Lansing)
Ovid Police Department
St. Johns Police Department

Dispatch Method:

Direct
Direct
Direct
Direct
Direct
Direct
Direct
Direct
Direct

Emergency Medical Service Agencies:

Clinton Area Ambulance Service
Ovid-Middlebury Ambulance Service
Elsie Area Ambulance Service
Lansing Mercy Ambulance
Portland Ambulance Service
Delta Township Fire Department

Dispatch Method:

Direct
Direct
Direct
Direct
Relay
Relay

Fire Agencies:

Bath Township Fire Department
Capital Region International Airport (law & fire)
Clinton Area Fire Department
Dallas Township Fire Department
Delta Township Fire Department
DeWitt Area Emergency Services
DeWitt Township Fire Department
DNR Forest Management
East Lansing Fire Department
Elsie Fire Department
Hubbardston Fire Department
Lansing Fire Department
Maple Rapids Fire Department
Ovid-Middlebury Township Fire Department
Pewamo Fire Department
St. Johns Fire Department
Westphalia Township Fire Department

Dispatch Method:

Direct
Direct
Direct
Direct
Relay
Direct
Direct
Relay
Relay
Direct
Relay
Direct
Direct
Relay
Direct
Direct
Direct
APPENDIX #6

PSAP(s) for Clinton County Service District

PSAP:                                             Geographic Boundary:
Clinton County Central Dispatch                 Clinton County
APPENDIX #7

Bylaws Of
Clinton County Central Dispatch
Administrative Policy Board

SECTION I
NAME & PURPOSE

The name of the organization shall be the Clinton County Central Dispatch Administrative Policy Board (APB).

The purpose of the Clinton County Central Dispatch Administrative Policy Board is to create a public safety committee from service suppliers within the service district to assist the Director of Central Dispatch in the daily operational issues, policies and procedure development of a central dispatch.

SECTION II
DEFINITIONS

As used in these Bylaws, the following terms shall have the following meanings:

2.1 “Budget” refers to the Annual Fiscal plan regarding anticipated expenditures and revenue adopted by the Clinton County Board of Commissioners.

2.2 “Committee” refers to the Administrative Policy Board (APB) described in these Bylaws.

2.3 “Direct Dispatch Method” refers to a method of responding to a request for service whereby a PSAP, in accordance with established operating standards and policies, decides on the proper action to be taken and dispatches the appropriate emergency service unit located in response to the request.

2.5 “Director” refers to Clinton County Central Dispatch Director who shall be appointed by the County Board of Commissioners.

2.6 “E 9-1-1 Plan” refers to the plan adopted by the Clinton County Board of Commissioners pursuant to the Emergency Telephone Service Enabling Act.

2.7 “Emergency Telephone Service Enabling Act” refers to 1986 P.A. No. 32, as amended, MCLA 484.1101 et seq.

2.8 “Fiscal Year” refers to the period of time in which the budget, as approved by the County Board of Commissioners, shall be effective and shall be conterminous with the calendar year.

2.9 “Legislative Body” refers to the governing body of a public agency.

2.10 “APB” refers to Clinton County Central Dispatch Administrative Policy Board as created herein.
2.11 "Private Safety Entity" refers to a private entity which provides emergency fire, ambulance, or medical services.

2.12 "Properly Convened Meeting" refers to a meeting where a majority of the appointed members are present and which was the subject of five days prior written notice to each member or prior attempts to reach each member either telephonically, or by email, if the meeting was called with less than five days notice. Meetings shall be convened in accordance with the provisions of the Open Meetings Act.

2.13 "Proper Vote" refers to a vote which results in an affirmative majority of those members present and voting.

2.14 "Public Safety Agency" refers to an operational division of a public agency which provides law enforcement, fire fighting, ambulance, medical, or other emergency services.

2.15 "Participating Public Safety Agency" refers to a public safety agency within Clinton County that participates in the Clinton County Central Dispatch System through either the direct dispatch, the relay method, or the transfer method.

2.16 "Public Safety Answering point" or "PSAP" refers to a communications facility operated on a 24 hour basis, assigned responsibility to receive both emergency and non-emergency requests for service and, as appropriate, to process service requests by means of either the direct dispatch method, the relay method, or the transfer method.

2.17 "Relay Method" refers to a method of responding to a request for service whereby a PSAP notes pertinent information and, in accordance with established operating standards and policies, relays it by telephone, radio, or private line to the appropriate public safety agency or other provider of emergency services that has an available emergency service unit in response to the request for service.

2.18 "Transfer Method" refers to a method of responding to a request for service whereby a PSAP, in accordance with established operating standards and policies, transfers the call directly to the appropriate public safety agency or other provider of emergency service that has an available emergency service unit in response to the request for service.

2.19 "Technical Advisory Committee" (TAC) composed of a majority of law enforcement representatives. The TAC shall be the "governing body" of the CCCD for purposes of ensuring LEIN and NCIC compliance as described in R 28.5204.
SECTION III
GOVERNANCE

3.1 Administrative Policy Board (APB)

3.1(A) Composition

The rules and policies governing the operations of CCCD shall be established by an Administrative Policy Board of seven members to be composed of one representative from the following:

1. The Michigan State Police;
2. The Clinton County Sheriff’s Department;
3. In alternating years, the City of St. Johns Police Department or City of DeWitt Police Department;
4. In alternating years, the DeWitt Township Police Department or Bath Township Police Department;
5. The Clinton County Fire Departments;
6. The Emergency Medical Service Community Serving Clinton County; and
7. A member of the general public (a Clinton County resident).

Appointment of the public safety or public agency representatives shall be at the discretion of each agency which may remove its appointee at will. The City of St. Johns and DeWitt Township shall select their respective representative to the first year of APB operation and then alternate each year as described above.

The representatives from the Clinton County Fire Association; and Emergency Medical Services Community and general public, shall be appointed by a proper vote of the Clinton County Board of Commissioners after receiving the recommendations of the Committee. The terms of the representatives selected by the Clinton County Board of Commissioners shall be three years each, although the initial term of the Emergency Medical Services Community representative shall be one year, and the initial term of the Area Police Department representative shall be two years. The Board of Commissioners may set by resolution a per diem or other compensation for the APB member in a manner that the County Board of Commissioners, in its discretion considers consistent with per diems or compensation provided for other County committees or boards. The Committee shall operate according to the County Board of Commissioners’ policies and procedures including but not limited to its policies on ex officio membership.

Conference telephone. A member of the APB may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in or attending the meeting can hear each other. Participation in a meeting pursuant to this provision constitutes presence in person at the meeting. Notwithstanding this provision, each APB member shall participate via communication equipment only when an unavoidable scheduling conflict prevents in person attendance.

3.1(B) POWERS

4 MCL §484.1320 delineates 911 board’s membership for plans created after March 2, 1994.
The Committee is empowered to perform the following functions for CCCD in order to facilitate the purpose of these Bylaws:

1. Make recommendations to the County Board of Commissioners on CCCD operational policies and priorities.

2. Provide advice to the Director and County Board of Commissioners regarding CCCD operations.

3. Appoint members of the TAC and approve the TAC’s bylaws and prescribe additional duties and responsibilities to it in the 911 Board’s discretion and, except for LEIN and NCIC activities, its oversight.

The Committee shall not have the power to contract nor possess the power to levy and type of tax or issue any type of bond in its name, in the name of CCCD, or in the name of Clinton County.

3.1(C) Exercise of Authority

The Committee shall plan to meet at least quarterly with mandatory meetings in January and October. The Committee may meet more frequently at its discretion. At its first meeting, and January meeting thereafter, the Committee shall elect a chairperson and vice-chairperson from its membership. Power shall be exercised upon a proper vote at a properly convened meeting. A majority of the members of the 911 Board shall constitute a quorum for the transaction of business and questions arising at meetings will be determined by a majority of the members present. Each member shall be entitled to one vote.

3.2 Technical Advisory Committee (TAC)

The TAC shall report to the APB through the Director, and shall be comprised of the following members:

1. Clinton County Central Dispatch Director – nonvoting.
2. A law enforcement representative appointed by, and from the Clinton County Sheriff’s Office
3. A law enforcement representative appointed by, and from the Michigan State Police
4. A law enforcement member appointed by the APB to represent the city/village police departments
5. A law enforcement member appointed by the APB to represent the township police departments.
6. A member appointed by the APB from the county’s fire departments.
7. A member appointed by the APB from the county’s emergency medical service providers.
8. A member, appointed by the Director, who is a supervisor of dispatchers at the Clinton County Central Dispatch.

The Technical Advisory Committee may offer recommendations to the Committee on technical matters affecting the delivery of dispatch services. The Technical Advisory Committee shall
meet as often as it deems necessary, except that the Committee Chairperson may call a meeting of the Technical Advisory Committee in his or her discretion.

Members of the Technical Advisory Committee shall serve for terms established by the APB, although their appointing body or official may remove them at any time. The Director and Emergency Management Director shall not vote on matters brought before the TAC.

All members shall service without recompense and shall be allowed to designate, in a signed writing, an alternate to sit and vote in his or her place in the event the member is unable to attend the meeting. A quorum shall constitute a majority of the members and/or alternates in attendance, and all matters decided upon by the TAC are deemed approved upon a majority vote of a properly called meeting.

3.3 Election of Chairperson

The respective Committee and TAC chairperson elected at the Committee’s and TAC’s first meetings and January meeting thereafter shall preside over meetings of the Committee and TAC and cause minutes of each Committee and TAC meeting to be kept and distributed to each member. The Technical Advisory Committee chairperson shall cause minutes of each TAC meeting to be kept and distributed to each member and copies to the APB members.

Thereafter, the respective Chairperson shall preside over the meetings. The respective Chairperson shall exercise all powers and duties specified in these Bylaws or in Roberts Rules of Order, which shall govern meeting procedures to the extent such Rules are not in conflict with Michigan law or these Bylaws.

SECTION IV
OPERATIONS

4.1 Personnel

The County Board of Commissioners shall appoint a “Clinton County Central Dispatch Director”. The Director may appoint such other necessary personnel as authorized by the County Board of Commissioners. The Director and all such personnel shall be County employees whose terms and conditions of employment shall be determined by the County Board of Commissioners. Notwithstanding the above, all personnel decisions made by the Director shall be subject to review by the County Board of Commissioners, and the Director shall comply with such personnel policies and procedures as established by Clinton County.

4.2 Central Dispatch

CCCD is charged with the responsibility of operating an E-9-1-1, Public Safety Answering Point (PSAP) and Central Dispatch System for identified public safety agencies and private safety entities in Clinton County.
SECTION V
FISCAL ADMINISTRATION

5.1 Budget

The Director shall submit each year a proposed CCCD budget to the County Board of Commissioners for approval. The budget shall segregate anticipated revenues into accounts designed to cover expected expenditures. The Budget shall balance anticipated revenues with expected expenditures and contingency accounts. No expenditures may be authorized if it will result in an actual budgetary account deficit or is at a rate which will eventually lead to an actual budgetary account deficit prior to the end of the fiscal year. The Director shall recommend to the County Board of Commissioners that the budget be amended if necessary to meet deviations in expected revenues or authorized expenditures. The Director shall comply with such fiscal policies and procedures as established by Clinton County and its Chief Fiscal Officer.

5.2 Annual Audit

All CCCD finances and expenditures shall be subject to, and comply with the annual audit as required by MCL §484.1401b of the Act.

Such audit shall constitute part of the County’s audit. The County shall establish procedures in conjunction with the auditor that preserve the confidentiality of CCCD’s operations and notwithstanding anything contrary in this Agreement, the audit may be qualified to the extent necessary to preserve confidentiality.

SECTION VI
MISCELLANEOUS

6.1 Severability

These Bylaws shall be interpreted in a manner consistent with applicable law. If any portion is held to be illegal, invalid, or unenforceable, the remainder of the Bylaws shall be deemed severable and shall remain in full force and effect.

6.2 Term

These Bylaws shall remain in effect unless terminated by the Clinton County Board of Commissioners upon ninety days’ notice to the identified public safety agencies. At all times during the term of these Bylaws and upon its termination, all CCCD funds and property shall be deemed assets of Clinton County.

6.3 Amendments

These Bylaws may be amended when necessary by a majority vote of the Board of Commissioners. Proposed amendments must be submitted to the Chairperson of the APB for reviewed prior to enactment.
Resolutions

Resolutions

Introduce the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION CONGRATULATING THE FFA CHAPTER OF WEBBERVILLE

RESOLUTION #12-

WHEREAS, the National FFA (Future Farmers of America) Organization provides leadership, personal growth and career success training through agricultural education to 540,379 student members in grades seven through twelve to one of 7,489 local FFA chapters throughout the United States, Puerto Rico and the Virgin Islands; and

WHEREAS, FFA members have the opportunity to excel in one of three areas – student, chapter or community development, each year FFA chapters are recognized as having earned a one, two, or three-star rating on their applications, the three-star rating is the highest level of accomplishment an FFA chapter may achieve; and

WHEREAS, the National FFA Organization recently selected the FFA Chapter of Webberville from a pool of 660 candidates nationwide, as a three-star winner in the National FFA Chapter Award Program; and

WHEREAS, the award program is sponsored by John Deere as a special project of the National FFA Foundation, the National FFA Award program recognizes FFA chapters for developing and conducting and detailed program of activities; and

WHEREAS, Chapter members were recognized for this honor at the 2012 National FFA Convention and Expo October 24-27 in Indianapolis, Indiana.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby congratulates the FFA Chapter of Webberville on being a three-star winner in the National FFA Chapter Award Program.

BE IT FURTHER RESOLVED, that the Board recognizes the effort and work involved to implement a Program of Activities worthy of receiving such a prestigious award and extends its sincere appreciation to the FFA Chapter of Webberville and its alumni.

BE IT FURTHER RESOLVED, that the Board wishes them continued success in all of their future endeavors.

COUNTY SERVICES: County Services will meet on 11/8/12.
Introducing the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING JOHN DAHER, SUPERVISOR,
LANSING CHARTER TOWNSHIP

RESOLUTION #12-

WHEREAS, John Daher has resided in the Lansing area his entire life, he has been a resident of Lansing Charter Township since 1976; and

WHEREAS, John, a former teacher and real estate broker, was elected as Supervisor of Lansing Charter Township in January of 1984; and

WHEREAS, as a regional leader John joined former Mayor David Hollister and former Delta Township Supervisor Joe Drolett on the Save GM Committee, in 1996 he signed Mutual Aid Pact with Delta Township, City of Lansing and East Lansing for fire service, and in 2012 he was active in the Shared Public Services Initiative Capital Area Fire for collaboration of fire services in the region; and

WHEREAS, under John’s leadership the Township experienced many improvements and growth such as the Eastwood Towne Center Development, regional shopping entertainment destination, which opened in 2002 and The Heights at Eastwood which opened in 2012; and

WHEREAS, John pursued recreation grants to improve the Township parks, as a result, four of the parks now have playground equipment and one has hiking trails; and

WHEREAS, in December of 1998, the Township launched its ambulance service to better serve the community; and

WHEREAS, John continued to balance the Lansing Charter Township budget, even after undergoing a $500,000 tax loss due to GM plant closings, these budgets were balanced with no employee layoffs; and

WHEREAS, John is one of the area’s longest serving leaders of a local government and is admired for the work he has done in bringing unity to a Township that is geographically separated; and

WHEREAS, after 28 years of dedicated service as Supervisor of Lansing Charter Township, John Daher is retiring.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors John Daher for his many years of public service, his countless contributions and for improving the quality of life for the citizens of Ingham County.

BE IT FURTHER RESOLVED, that the Board extends its sincere appreciation to John and wishes him continued success in all of his future endeavors.

COUNTY SERVICES: County Services will meet on 11/8/12.
Introduce by the County Services Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION APPROVING THE
LAKE LANSING PARK-NORTH DEER MANAGEMENT PLAN

RESOLUTION #12-

WHEREAS, the Michigan Department of Natural Resources requires that a municipality develop a Deer Management Plan before approving a special deer hunt; and

WHEREAS, in their ongoing efforts to determine the damage done to plant life by over browsing by deer at Lake Lansing Park-North Ingham County Parks has built four deer exclosures; and

WHEREAS, in order to assist with public education Ingham County Parks staff has planted a deer resistant garden at Lake Lansing Park-North; and

WHEREAS, Ingham County Park staff has been monitoring local municipalities and their successes/failures to control the local deer populations.

THEREFORE BE IT RESOLVED, that the Board of Commissioners approves the Lake Lansing Park-North Deer Management Plan.

BE IT FURTHER RESOLVED, The Board of Commissioners encourages the Parks & Recreation Commission to continue to work in cooperation with Meridian Township on solutions to deer overpopulation.

BE IT FURTHER RESOLVED, that Ingham County Park staff continue working with local ecologists to monitor deer exclosure sites to determine if over browsing is present.

BE IT FURTHER RESOLVED, that Ingham County Parks staff be directed to continue to work with the Michigan Department of Natural Resources staff to implement the Lake Lansing Park-North Deer Management Plan if it is deemed necessary to control the Lake Lansing Park-North deer carrying capacity.

COUNTY SERVICES: County Services will meet on 11/8/12.
Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #12-

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

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

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

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the attached list of Special and Routine Permits dated October 25, 2012 as submitted.

COUNTY SERVICES: County Services will meet on 11/8/12.
## LIST OF CURRENT PERMITS ISSUED

<table>
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<tr>
<th>R/W PERMIT#</th>
<th>R/W APPLICANT / CONTRACTOR</th>
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<td>WATERMAIN</td>
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<td>JOLLY RD AND WOODLAKE DRIVE</td>
<td>ALAIEDON</td>
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<td>CABLE / UG</td>
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<td>UNIVERSITY PARK DR AND ALAIEDON PKWY</td>
<td>ALAIEDON</td>
<td>3</td>
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</tbody>
</table>

PERMIT SUPERVISOR: ______________________________ MANAGING DIRECTOR: _______________________
Introduction by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE MICHIGAN ASSOCIATION OF POLICE

RESOLUTION #12-

WHEREAS, an agreement has been reached between representatives of Ingham County and the Michigan Association of Police (MAP) for the period January 1, 2012 through December 31, 2014; and

WHEREAS, the agreement has been ratified by the employees within the bargaining agreement; and

WHEREAS, the provisions of the agreement have been approved by the County Services and Finance Committees.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the contract between Ingham County and the Michigan Association of Police for the period January 1, 2012 through December 31, 2014.

BE IT FURTHER RESOLVED, that the contract includes 2014 reopeners for wages and the employer defined contribution in the Hybrid pension plan for new hires.

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

COUNTY SERVICES: County Services will meet on 11/8/12.

FINANCE: Yeas: Grebner, McGrain, Bahar-Cook, Tennis, Dougan

Nays: None

Absent: Nolan

Approved 11/7/12
Introduced by the County Services and Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A MERS HYBRID PLAN FOR NEWLY HIRED MICHIGAN ASSOCIATION OF POLICE EMPLOYEES

RESOLUTION #12-

WHEREAS, the County Board of Commissioners has recognized the escalating cost of the current MERS Defined Benefit Plan; and

WHEREAS, the Michigan Association of Police ratified a new collective bargaining agreement that includes the establishment of a Hybrid pension plan for new hires.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes the attached resolutions establishing the MERS Hybrid Pension Plan for MAP employees hired on or after January 1, 2013.

BE IT FURTHER RESOLVED, that the Chair of the Board is authorized on behalf of the County to sign and execute all documents to effectuate and finalize this transaction, subject to approval as to form, by the County Attorney.

COUNTY SERVICES: County Services will meet on 11/8/12.

FINANCE: Yeas: Grebner, McGrain, Bahar-Cook, Tennis, Dougan  
Nays: None  
Absent: Nolan  
Approved 11/7/12
WHEREAS, under the Municipal Employees Retirement Act of 1984, section 36(2)(a); MCL 38.1536(2)(a); Plan Document Section 36(2)(a), provides the Retirement Board (effective August 15, 1996):

\[\text{shall determine and establish all of the provisions of the retirement system affecting benefit eligibility, benefit programs, contribution amounts, and the election of municipalities, judicial court districts, and judicial probate courts to be governed by the provisions of the retirement system ... and to establish additional programs including but not limited to defined benefit, defined contribution, ancillary benefits, health and welfare benefits, and other post employment benefit programs (as amended by 2004 PA 490).}\]

WHEREAS, pursuant to the Board's powers, the MERS Plan Document of 1996 was adopted effective October 1, 1996, and the Plan has been amended periodically by the Board.

WHEREAS, the MERS Plan, an agent, multiple employer, public employee pension plan, has been determined by the Internal Revenue Service to be a governmental plan that is tax qualified as a trust under Code section 401(a) and exempt from taxation under section 501(a).

WHEREAS, on March 14, 2006, the Retirement Board has authorized establishment of a Hybrid Plan, with a defined benefit (DB) and defined contribution (DC) component.

WHEREAS, new Section 19B, Benefit Program H, and related plan amendments, create a new Hybrid Program that a participating municipality or court may adopt for MERS members to be administered in whole or in part under the discretion of the Municipal Employees' Retirement Board as trustee and fiduciary, directly by (or through a combination of) MERS or MERS duly-appointed third-party administrator for the DC component.

WHEREAS, this Uniform Hybrid Program Resolution has been approved by the Retirement Board under the authority of MCL 38.1536(2)(a); Plan section 36(2)(a) declaring that the Retirement Board "shall determine ... and establish" all provisions of the retirement system. Under this authority, the Retirement Board authorized Section 19B, Benefit Program H, which shall not be implemented unless in strict compliance with the terms and conditions of this Resolution as provided under section 19B(2):

- In the event any alteration of any provision of this section 19B, or other sections of the Plan Document related to the provisions of Benefit Program H, is made or occurs, under section 43B of the Plan Document concerning collective bargaining or under any other plan provision or law, adoption of Benefit Program H shall not be recognized, other than in accordance with this section and other sections of the Plan Document related to the provisions of Benefit Program H.
- In the event any alteration of the terms or conditions stated in this Uniform Resolution is made or occurs, it is expressly recognized that MERS and the Retirement Board, as sole trustee and fiduciary of the MERS Plan and its trust reserves, and whose authority is nondelegable, shall have
MERS Restated Uniform Hybrid Program (Benefit Program H) Resolution

no obligation or duty: to administer (or to have administered) the Benefit Program H; to authorize the transfer of any Plan assets to the Hybrid Program; or to continue administration by MERS directly or indirectly, or by any third-party administrator.

WHEREAS, concurrent with this Resolution, and as a continuing obligation, this governing body has completed and approved, and submitted to MERS, documents necessary for adoption and implementation of MERS Benefit Program H.

NOW, THEREFORE, BE IT RESOLVED that the governing body adopts MERS Benefit Program H (Hybrid Program) as provided below.

I. NEW EMPLOYEES (Plan Sec 19B(4) – (12))

Effective the first day of January 1, 2013, (to be known as the ADOPTION DATE), the County of Ingham hereby adopts Benefit Program H for Sheriff Deputies – MAP (specify division numbers) first hired or rehired to the division at any time on and after the Adoption Date, and optional participation for any employee or officer of this municipality otherwise eligible to participate in MERS under Section 2B(3)(a) of the Plan Document who has previously elected to not participate in MERS. The employer shall establish the transfer rule for transferred employees in the Employer Resolution Establishing a Uniform Transfer Provision. ONLY THOSE EMPLOYEES ELIGIBLE FOR MERS MEMBERSHIP (SECTIONS 2B(3) AND 3 OF THE PLAN DOCUMENT) SHALL BE ELIGIBLE TO PARTICIPATE.

(A) HYBRID PLAN CONTRIBUTIONS

• The DB Component shall be exclusively funded by the employer, with no member contributions permitted.

• For the DC Component, employee and employer contributions shall be required as allowed and specified in Plan section 19B(8) and the MERS Uniform Hybrid DC Component Adoption Agreement (“Adoption Agreement,” Attachment 1, completed and approved and a certified copy submitted to MERS concurrent with and incorporated by reference in this Resolution). A member is immediately 100% vested in any employee contributions, and is vested in employer contributions under the employer vesting schedule.

(B) COMPENSATION AND EARNINGS

• For the DB Component, earnings shall include items of “Compensation” under Section 2A(6) of the MERS Plan Document, with the exception of the last sentence, which shall not apply.

• For the DC Component, earnings shall include items of “Compensation” under Section 2A(6) of the MERS Plan Document as provided for Benefit Program DC, which equals the Medicare taxable wages as reported by the employer on the member’s federal form W-2, wage and tax statement.
(C) HYBRID PLAN VESTING

• For the DB Component, 6 year vesting is mandatory (Plan Sec 19B(5)(b)).

• For the DC Component, employee and employer contributions shall be required as allowed and specified in Plan section 19B(8) and the Adoption Agreement (Attachment 1, completed and approved and a certified copy submitted to MERS concurrent with and incorporated by reference in this Resolution). A member is immediately 100% vested in any employee contributions, and is vested in employer contributions under the employer vesting schedule.

• As provided in Section 19B(3):
  Where a member has previously acquired in the employ of any participating municipality or participating court:
  
  (a) not less than 1 year of defined benefit service in force (including Hybrid Program) with any participating municipality or participating court;
  
  (b) eligible credited service where the participating municipality or participating court has adopted the Reciprocal Retirement Act, 1961 PA 88;
  
  (c) at least 12 months in which employer contributions by a participating municipality or participating court have been made on behalf of the member under Benefit Program DC; such service shall be applied toward satisfying the vesting schedule for the DB Component, and for the DC Component, for employer contributions.

(D) BENEFITS UNDER HYBRID PLAN

• For the DB component:
  
  (1) The Benefit Multiplier (Plan Section 19B(4)) initially selected shall be irrevocable, shall not later be changed.
  
  The multiplier shall be one of the following dependent upon the division's social security coverage status:

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<thead>
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<th>Social Security Coverage</th>
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<tbody>
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<tr>
<td>2.00%</td>
<td>2.00%</td>
</tr>
</tbody>
</table>

  (2) Final Average Compensation (FAC) shall be FAC-3 (Plan Section 19B(6)).

  (3) The Benefit shall be payable at age 60 (Plan Section 19B(5)(b)). The participating municipality or court may also allow retirement if the member or vested former member has attained age 55 years or older and has 25 or more years of credited service. Adoption of F55/25 shall be an irrevocable action and may not be subsequently changed.

  ✔ Check here to adopt F55/25
(4) Credited Service shall be comprised solely of the sum of (a) the total of the member's credited service (if any) under the previous DB program on the effective date of coverage under the Hybrid Plan (Plan Section 19B(16)(b)(ii); see II (E)(b)(ii) below); plus (b) credited service earned by the member after the effective date of coverage under the Hybrid Plan (Plan Section 19B(17)(b)).

- For the DC Component (Plan Section 19B(12)):
  Upon termination of membership, a vested former member or a beneficiary, as applicable, shall elect one or a combination of several of the following methods of distribution of the vested former member's or beneficiary's accumulated balance, to the extent allowed by federal law and subject to Plan Section 19B(11)(b) and procedures established by the Retirement Board:
  
  (1) Lump sum distribution to the vested former member or beneficiary.
  
  (2) Lump sum direct rollover to another eligible retirement plan, to the extent allowed by federal law.
  
  (3) Annuity for the life of the vested former member or beneficiary, or optional forms of annuity as determined by the Retirement Board.
  
  (4) No distribution, in which case the accumulated balance shall remain in the retirement system, to the extent allowed by federal law.

STOP If covering new employees only, skip II and III and go to IV on page 8. STOP
II. OPTIONAL PROVISION FOR CURRENT MERS DEFINED BENEFIT MEMBERS WHERE HYBRID PROGRAM FOR NEW EMPLOYEES ESTABLISHED (FOR TRANSFERS FROM MERS DEFINED CONTRIBUTION PROGRAM, SEE SECTION III)  
(Plan Sec 19B(13)-(16))

THIS OPTIONAL SECTION SHALL ONLY BE SELECTED WHERE THE TOTAL FUNDED PERCENT OF AGGREGATE ACCRUED LIABILITIES AND VALUATION ASSETS OF ALL RESERVES SPECIFIED IN TABLE 13 (OR SUCCESSOR TABLE) FOR THE PARTICIPATING MUNICIPALITY OR COURT, AND FOR THE AFFECTED MEMBER BENEFIT PROGRAM CLASSIFICATION(S) (DIVISION(S)) SPECIFIED IN THE MOST RECENT MERS ANNUAL ACTUARIAL VALUATION REPORT IS AT LEAST EIGHTY PERCENT (80%).

IT IS ADDITIONALLY RESOLVED, as provided in each of the following paragraphs:

(A) Effective on the Adoption Date, pursuant to Plan Section 19B(13):

all current MERS defined benefit members who are members of the same employee classification described in Section I above on the Adoption Date shall be offered the opportunity to irrevocably elect coverage under Benefit Program H. Section 19B(14) specifies an employee’s written election to participate shall be filed with MERS: (a) not earlier than the last day of the third month after this Resolution is adopted and received by MERS; and (b) not later than the first day of the first calendar month that is at least six months after MERS receives this Resolution. This means each eligible employee will have about 90 days to make the decision.

After MERS receives this Resolution, this governing body’s authorized official and eligible employees will be advised by MERS of the election window timelines and other information to consider in making the irrevocable decision whether to participate in Benefit Program H.

Participation for those electing coverage shall be effective the first day of the first calendar month at least six (6) months after MERS’ receipt of the Resolution, here designated as being the month of ________, 20____, (insert month and year) which shall be known as the “CONVERSION DATE.”

The opportunity for current employees on the Adoption Date to participate in the Hybrid Program shall (select 1 of the following 2 choices):

☐ apply to all employees who separate from or terminate employment with this municipality after the Adoption Date and before the Conversion Date, so long as the employee does not receive a retirement allowance (including distributions from Benefit Programs DC or H) from MERS based on service for this municipality.

☐ not apply to any employee who separates from or terminates employment with this municipality after the Adoption Date.
(B) **CONTRIBUTIONS** shall be as provided in Section I (A) above.

(C) **COMPENSATION AND EARNINGS** shall be as provided in Section I (B) above.

(D) **HYBRID PLAN VESTING** shall be as provided in Section I (C) above.

(E) For each employee irrevocably electing to participate in Benefit Program H, then under Plan Section 19B(16), the Retirement Board shall transfer the following amounts from the reserve for employee contributions and the reserve for employer contributions and benefit payments to the reserve for defined contribution plan:

(a) The member's accumulated contributions, if any, as of 12:01 a.m. on the day the member becomes covered by Benefit Program H shall be transferred from the reserve for employee contributions to the member's credit in the reserve for Benefit Program H Defined Contribution component.

(b) The funded excess present value shall be computed as the excess, if any, of the actuarial present value of the accrued benefit associated with the member's coverage under the previous benefit program, over the actuarial present value of the accrued benefit associated with the member's coverage under the defined benefit component of Benefit Program H, after such excess is multiplied by the funded level percentage selected by the governing body in subparagraph (F)(2) below (which shall not be less than 80% nor exceed 100% funded level percentage in any case). The excess, if any, of the funded excess present value over the amount specified in sub-paragraph (a) shall be transferred from the reserve for employer contributions and benefit payments to the member's credit in the reserve for Benefit Program H Defined Contribution component. For purposes of this sub-paragraph:

(i) The actuarial present values shall be computed as of 12:01 a.m. on the day the member becomes covered by Benefit Program H and shall be based on the actuarial assumptions adopted by the Retirement Board.

(ii) On the effective date of the change of the benefit program the member's credited service under Benefit Program H shall be equal to the member's credited service under the previous benefit program.

(iii) In determining final average compensation there shall not be included any accrued annual leave.

(iv) The earliest retirement date (for an unreduced benefit) assumption under the defined benefit program in effect on the effective date of the change of the benefit program shall be utilized. Likewise the earliest retirement date assumption under Benefit Program H shall be utilized.

(v) For purposes of the actuarial present value calculation, any future benefit otherwise payable under Benefit Program E or E-1 shall be disregarded.

The transfer shall be made approximately 30 calendar days after the **Conversion Date**, and the transfer amount shall include pro-rated regular interest at the regular Board-established rate for crediting of interest on member's accumulated contributions in the defined benefit program, measured from the **Conversion Date** to the actual transfer date.
(F) Per Plan Section 19B(16)(b), the Retirement Board has established the assumptions for calculation of the actuarial present value of a member's accrued benefit that may be transferred. The assumptions are:

1. The interest rate in effect as of the Adoption Date, to determine actuarial present value, shall be the Board-established investment earnings rate assumption (currently eight percent (8.00%)).

2. The funded level for the member's specific MERS division (total funded percentage of the present value of accrued benefits which shall be determined using Termination Liability under Table 12 or successor table and valuation assets of all reserves using Table 13) as of the Adoption Date from the most recent MERS annual actuarial valuation report data provided by MERS actuary. In the APV calculation, the funded level used shall be (select one of the following):

- Table 12 Termination Liability funded level for the division (not less than 80% nor to exceed 100% funded level).

- If greater than the division's funded level but not more than 100% funded level, then MERS is directed to compute the funded percentage for the transfer calculation on _% funded basis (insert number greater than the division's Table 12 Termination Liability funded level percentage but not more than 100%). Where less than 100% funded level exists, this governing body recognizes that such direction shall increase its pension funding liability. MERS shall not implement such direction unless the governing body forwards to MERS sufficient cash up to the funded level selected for all members prior to the Conversion Date; if sufficient cash is not forwarded, then the governing body expressly covenants with MERS and directs, as a condition of this selection, to MERS billing and the governing body remitting to MERS all contributions necessary to fund the unfunded liability occasioned by the aggregate transfer of the difference between the actual funded level for the division and funded level directed above over a period of four (4) years.

III. TRANSFER OF CURRENT MERS DEFINED CONTRIBUTION PROGRAM MEMBERS WHERE HYBRID PROGRAM FOR NEW EMPLOYEES ESTABLISHED Plan Sec 19B(13) – (15), (17)

IT IS ADDITIONALLY RESOLVED, as provided in each of the following paragraphs:

(A) Effective on the Adoption Date, pursuant to Plan Section 19B(13) all current MERS defined contribution members who are members of the same employee classification described in Section I above on the Adoption Date shall be offered the opportunity to irrevocably elect coverage under Benefit Program H. Section 19B(14) specifies an employee's written election to participate shall be filed with MERS: (a) not earlier than the last day of the third month after this Resolution is adopted and received by MERS; and (b) not later than the first day of the first calendar month that is at least six months after MERS receives this Resolution. This means each eligible employee will have about 90 days to make the decision.

After MERS receives this Resolution, this governing body's authorized official and eligible employees will be advised by MERS of the election window timelines and other information to consider in making the irrevocable decision whether to participate in Benefit Program H.
Participation for those electing coverage shall be effective the first day of the first calendar month at least six (6) months after MERS' receipt of the Resolution, here designated as being the month of ____________, 20__, (insert month and year), which shall be known as the “CONVERSION DATE.”

The opportunity for current employees on the Adoption Date to participate in the Hybrid Program shall (select 1 of the following 2 choices):

☐ apply to all employees who separate from or terminate employment with this municipality after the Adoption Date and before the Conversion Date, so long as the employee does not receive a retirement allowance (including distributions from Benefit Programs DC or H) from MERS based on service for this municipality.

☐ not apply to any employee who separates from or terminates employment with this municipality after the Adoption Date.

(B) CONTRIBUTIONS shall be as provided in Section I (A) above.

(C) COMPENSATION AND EARNINGS shall be as provided in Section I (B) above.

(D) HYBRID PLAN VESTING shall be as provided in Section I (C) above.

(E) For each employee irrevocably electing to participate in Benefit Program H, then under Plan Section 19B(17), the following shall apply:

(a) The member’s accumulated balance in the reserve for defined contribution plan under Benefit Program DC, if any, as of 12:01 a.m. on the day the member becomes covered by Benefit Program H shall be transferred to the member’s credit in the reserve for defined contribution plan under Benefit Program H Defined Contribution component.

(b) For purposes of calculating benefit amounts under the defined benefit component of Benefit Program H, only credited service earned after 12:01 a.m. on the day the member becomes covered by Benefit Program H shall be recognized.

IV. THIRD PARTY ADMINISTRATION

The Municipal Employees’ Retirement Board retains full and unrestricted authority over the administration of MERS Benefit Program H, including but not limited to the appointment and termination of the third-party administrator, or MERS self-administration of the defined contribution program in whole or in part.
V. EFFECTIVENESS OF THIS RESOLUTION

BE IT FINALLY RESOLVED: This Resolution shall have no legal effect under the MERS Plan Document until a certified copy of this adopting Resolution shall be filed with MERS, and MERS determines that all necessary requirements under Plan Document Section 19B, this Resolution, and other applicable requirements have been met. All dates for implementation of Benefit Program H under Section 19B shall be determined by MERS from the date of filing with MERS of this Resolution in proper form and content. Upon MERS determination that all necessary documents have been submitted to MERS, MERS shall record its formal approval upon this Resolution, and return a copy to the Employer's Hybrid Program Plan Coordinator identified in Section IV (D) above.

In the event an amendatory Resolution or other action by this Governing Body is required, such Resolution or action shall be deemed effective as of the date of the initial Resolution or action where concurred in by this governing body and MERS (and the third-party administrator if necessary). Section 54 of the Plan Document shall apply to this Resolution and all acts performed under its authority. The terms and conditions of this Resolution supersede and stand in place of any prior resolution, and its terms are controlling.

I hereby certify that the above is a true copy of a Resolution adopted at the official meeting held on ______________________________, 20______    (Signature of authorized official)

Please send MERS fully executed copy of:
• MERS 2010 Restated Uniform Hybrid Program (Benefit Program H) Resolution (this form, MD-043)
• MERS Restated Hybrid Plan (Defined Contribution Component) Adoption Agreement (form MD-044)
• Certified minutes stating governing body approval, and/or union contract language

Received and Approved by the Municipal Employees’ Retirement System of Michigan

Dated: ______________________________, 20______    (Authorized MERS signatory)
The Employer, a participating municipality or participating court ("court") within the State of Michigan that has adopted MERS coverage, hereby establishes the following MERS Benefit Program: Hybrid under MERS Plan Document ("MERS Hybrid DC") as authorized by Section 19B of the Municipal Employees' Retirement System of Michigan Plan Document. All references to "Plan Document" are to sections of the MERS Plan Document; any reference to "Plan," the "MERS Plan," "Plan Participant," "Participant," or "Program," shall mean the MERS Hybrid DC Plan, unless otherwise specified.

This Adoption Agreement, together with Section 19B of the MERS Plan Document and the MERS Restated Uniform Hybrid Resolution ("Resolution"), constitute the entire MERS Benefit Program Hybrid Plan Document.

I. EMPLOYER: County of Ingham
   Name of municipality or court

II. EFFECTIVE DATE

1. If this is the initial Adoption Agreement relating to the MERS Defined Contribution Plan for this Division, the Effective Date of the Benefit Program here adopted shall be the first day of: January 2013
   Month and Year

2. If this is an amendment and restatement of an existing adoption agreement relating to the MERS Hybrid DC Plan for this Division, the effective date of this amendment and restatement shall be the first day of: ______________ . This adoption agreement is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which was originally effective on the first day of: ______________ .
   Month and Year

III. ELIGIBILITY REQUIREMENTS

Only those Employees eligible for MERS Membership (Section 3 of the MERS Plan Document) shall be eligible to participate in the MERS Hybrid DC Plan. A copy of ALL employee enrollment forms must be submitted to MERS. The following group(s) of Employees are eligible to participate in the Plan:

Sheriff Deputies - MAP

Specify employee classification and division numbers
MERS Restated Hybrid Plan (Defined Contribution Component) Adoption Agreement

IV. CONTRIBUTION PROVISIONS

1. The Employer shall contribute on behalf of each Participant 1% of Earnings or $ for the calendar year (subject to the limitations of Sections 415(c) of the Internal Revenue Code).

2. Each Participant is required to contribute 2% of Earnings for the calendar year as a condition of participation in the Plan. (Write "0" if no contribution is required.) If other contribution options are provided, please list on separate sheet of paper and attach to Adoption Agreement.

If Employee contributions are required, an Employee shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

The Employer hereby elects to "pick up" the Mandatory/Required Employee contribution. The “pick-up” provision allows the employer to direct mandatory employee contributions to be pre-tax.

☐ Yes  ☐ No

[Note to Employer: Picked up contributions are excludable from the Employee's gross income under Section 414(h)(2) of the Internal Revenue Code of 1986 only if they meet the requirements of Rev. Rul. 2006-43, 2006-35 I.R.B. 329. Those requirements are (1) that the Employer must specify that the contributions, although designated as Employee contributions, are being paid by the Employer in lieu of contributions by the Employee; and (2) the Employee must not have the option of receiving the contributed amounts directly instead of having them paid by the Employer to the Plan. The execution of this Adoption Agreement by the Employer shall constitute the official action required by Revenue Ruling 2006-43.]

3. Each Employee may make a voluntary (unmatched), after-tax contribution, subject to the limitations of Section 415 of the Internal Revenue Code.

4. Employer contributions and Employee contributions shall be contributed to the Trust in accordance with the following payment schedule:

☐ Weekly  ☐ Bi-weekly  ☑ Monthly

V. EARNINGS

Earnings shall be defined as “compensation” under Section 2A(6) of the MERS Plan Document, being the Medicare taxable wages reported on the Employee's W-2 statement.
VI. VESTING PROVISION FOR EMPLOYER CONTRIBUTIONS AND NORMAL RETIREMENT AGE

The Employer hereby specifies the following vesting schedule (choose one):

☐ Immediate vesting upon participation

☐ Cliff vesting: The participant is 100% vested upon a stated number of years. Stated year may not exceed maximum 5 years of service:

Stated Year: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

☐ Graded vesting percentage per year of service: Employers can select the percentage of vesting with the corresponding years of service, however the scale cannot exceed a maximum of six years of service to reach 100% vesting, nor less than the stated minimums below:

_____% after 1 year of service.
_____% after 2 years of service.
_____% (not less than 25%) after 3 years of service.
_____% (not less than 50%) after 4 years of service.
_____% (not less than 75%) after 5 years of service.
100% (not less than 100%) after 6 years of service.

Notwithstanding the above, a member shall be vested in his/her entire employer contribution account, to the extent that the balance of such account has not previously been forfeited, if he/she is employed on or after his/her Normal Retirement Age. "Normal Retirement Age" shall be presumed to be age 60 (unless a different normal retirement age is here specified: 55).

In addition, notwithstanding the above, in the event of disability or death, a member or his/her beneficiary shall be vested in his/her entire employer contribution account, to the extent that the balance of such account has not previously been forfeited as described in Section 19A(7) of the MERS Plan Document.

VII. Loans (not more than two) are permitted under the Program. MERS recommendation is "No," not to allow loans: loans permit your employees to borrow against their retirement account.

☐ Yes ☐ No

VIII. The Plan will accept an eligible rollover distribution from an eligible retirement plan described in Section 401(a) (including "401(k)") or 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, an eligible deferred compensation plan described in Section 457(b) of the Code maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, or an individual retirement account or annuity described in Section 408(a) or 408(b) of the Code, including after-tax employee contributions, as applicable. The Plan will account separately for pre-tax and post-tax contributions and earnings thereon.
IX. The Employer hereby agrees to the provisions of the MERS Uniform Defined Contribution Plan and agrees that in the event of any conflict between MERS Plan Document Section 19B and the MERS Hybrid Plan, the provisions of Section 19B shall control.

X. The Employer hereby appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan.

XI. The Employer hereby agrees to the provisions of the Plan.

XII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in the ineligibility of the Plan in the DC component of the Hybrid Plan.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this _______ day of ______________, 20___.

Employer: ____________________________________________

Authorized Signature: ____________________________________________

Title: ____________________________________________

Witness: ____________________________________________
NOVEMBER 13, 2012
Agenda Item No. 8

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AWARDING A CONTRACT TO LEN’S CARPET CARE & CONSULTANTS TO PROVIDE CARPET CLEANING SERVICES TO VARIOUS COUNTY FACILITIES

RESOLUTION #12-

WHEREAS, the current carpet cleaning contract, which included a two (2) year renewal option, is due to expire August 31, 2012; and

WHEREAS, the Well Child and Willow Clinic are also in need of carpet cleaning services; and

WHEREAS, the Purchasing Department solicited proposals from qualified, and experienced vendors who are familiar with providing carpet cleaning services for office buildings and medical facilities; and

WHEREAS, the contract term would be for three (3) years, starting September 1, 2012 through August 31, 2015, the contract will include an option to renew for an additional two (2) years; and

WHEREAS, the funds for said services are located within the appropriate 931100 Maintenance Contractual budgets; and

WHEREAS, after review, both the Purchasing and Facilities Departments recommend that a three (3) year contract be awarded to Len’s Carpet Care & Consultants, who submitted the lowest responsive bid, for a not to exceed cost of $123,250.00, with a two (2) year renewal option for the following listed annual costs:

<table>
<thead>
<tr>
<th>Year</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012–2013</td>
<td>$39,616.00</td>
</tr>
<tr>
<td>2013–2014</td>
<td>$39,616.00</td>
</tr>
<tr>
<td>2014–2015</td>
<td>$44,018.00</td>
</tr>
<tr>
<td>Total for 3 years</td>
<td>$123,250.00</td>
</tr>
</tbody>
</table>

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes entering into a three (3) year contract with Len’s Carpet Care & Consultants 3436 Franette Road, Lansing, MI 48906 starting September 1, 2012 through August 1, 2015, with a two (2) year renewal option, to provide carpet cleaning services for various county facilities, for a not to exceed cost of $123,250.00.

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

COUNTY SERVICES: County Services will meet on 11/8/12.

FINANCE: Yeas: Grebner, McGrain, Bahar-Cook, Tennis, Dougan
Nays: None
Absent: Nolan
Approved 11/7/12
Introduced by the County Services and Finance Committees:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH THE CITY OF LANSING FOR THE LEASE AND OPERATIONS OF THE POTTER PARK ZOO

RESOLUTION #12-

WHEREAS, the Board of Commissioners authorized an agreement with the City of Lansing for the lease and operation of the Potter Park Zoo and Potter Park in Resolution #07-058; and

WHEREAS, the agreement is still in effect today; and

WHEREAS, the agreement with the City contains references that the Zoo and Potter Park will both operate and be maintained under the direction and control of the Ingham County Parks & Recreation Commission; and

WHEREAS, the Ingham County Board of Commissioners would like to remove the Potter Park Zoo and Potter Park from under the control of the Parks & Recreation Commission and establish it as a separate county department reporting to the County Controller.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an amendment to the contract with the City of Lansing for the lease and operations of the Potter Park Zoo and Potter Park that would eliminate all references that the Zoo and Park will operate under the direction of the Ingham County Parks and Recreation Commission.

BE IT FURTHER RESOLVED, that the County Controller and the County Attorney are hereby authorized to contact the City of Lansing and request approval of the contract amendment.

BE IT FURTHER RESOLVED, that the Chairperson of the Board and the County Clerk are authorized to sign the amendment subject to approval as to form by the County Attorney.

BE IT FURTHER RESOLVED, upon execution of the contract amendment the Potter Park Zoo and Potter Park will no longer operate and be maintained under the direction and control of the Ingham County Parks and Recreation Commission, and instead will be established as a separate county department reporting to the County Controller.

BE IT FURTHER RESOLVED that the Potter Park Zoo board would continue to monitor Zoo operations and maintenance and provide advice and recommendations to the Board of Commissioners.

COUNTY SERVICES:  County Services will meet on 11/8/12.

FINANCE:  Yeas:  Grebner, McGrain, Bahar-Cook, Tennis, Dougan
Nays:  None  Absent:  Nolan  Approved 11/7/12
Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION APPROVING AMENDED USER FEES FOR THE HAWK ISLAND SNOW PARK

RESOLUTION #12-

WHEREAS, user fees were developed for the Hawk Island Snow Park and approved by the Ingham County Board of Commissioners in Resolution #12-158 Updating Various Fees for County Services; and

WHEREAS, it is the desire of Park staff to continue to provide good customer service and to have reasonable user fees; and

WHEREAS, Ingham County has contracted with SUPERPARKS, LLC for the operation of the Snow Park and the professional staff at SUPERPARKS has worked closely with Parks Department staff to create a fee structure that is low cost for park users.

THEREFORE BE IT RESOLVED, that the Hawk Island Snow Park fees be amended as shown below:

<table>
<thead>
<tr>
<th>Rates During Operational hours</th>
<th>Tubing Hill</th>
<th>Ski/Snowboarding Hill</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>1 p.m. to close</td>
</tr>
<tr>
<td>Adult (age 13 and up)</td>
<td>$7/2 hours</td>
<td>$10</td>
</tr>
<tr>
<td>Child (age 12 and under)</td>
<td>$5/2 hours</td>
<td>$8</td>
</tr>
<tr>
<td>Family (2 adults and 2 children)</td>
<td>$20/2 hours</td>
<td>$30</td>
</tr>
<tr>
<td></td>
<td>$3 for each additional child</td>
<td>$4 for each additional child</td>
</tr>
<tr>
<td>Group (30 – 100 people)</td>
<td>$5/person/2 hours</td>
<td>$8/each</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Prior to 12/15</td>
</tr>
<tr>
<td>Season Pass – Adult (age 13 and up)</td>
<td>$85</td>
<td>$99</td>
</tr>
<tr>
<td>Season Pass – Child (age 12 and under)</td>
<td>$60</td>
<td>$74</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rates During Non-Operational Hours (By Reservation Only)</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Group (1 – 50 people)</td>
<td>$299/2 hours</td>
<td></td>
</tr>
<tr>
<td>Group (50 + people)</td>
<td>$399/2 hours</td>
<td></td>
</tr>
<tr>
<td>Each additional hour</td>
<td>$99</td>
<td></td>
</tr>
</tbody>
</table>

COUNTY SERVICES: County Services will meet on 11/8/12.

FINANCE: Yeas: Grebner, McGrain, Bahar-Cook, Tennis, Dougan
Nays: None
Absent: Nolan
Approved 11/7/12
WHEREAS, Board of Commissioner Resolution #08-063 authorized the acceptance of a Land and Water Conservation Fund grant to fund a snow tubing hill at Hawk Island Park; and

WHEREAS, Parks staff has determined a permanent fencing structure is unnecessary and industry standards recommend “break-away” fencing be used; and

WHEREAS, the Parks Department has petitioned the Department of Natural Resources for approval of an amendment to the Hawk Island Park Tubing Hill grant to remove fencing from the grant list of scope items.

THEREFORE BE IT RESOLVED, that Amendment #5 of the Agreement with the Department of Natural Resources removing fencing from the list of scope items be approved.

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

COUNTY SERVICES: County Services will meet on 11/8/12.

FINANCE: Yeas: Grebner, McGrain, Bahar-Cook, Tennis, Dougan
Nays: None  Absent: Nolan  Approved 11/7/12
Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION APPROVING THE ESTABLISHMENT OF A PROPERTY ASSESSED CLEAN ENERGY PROGRAM

RESOLUTION #12-

Minutes of a regular meeting of the Board of Commissioners of Ingham County, Michigan (the “County”), held on the ______________, at 6:30 p.m., Eastern Standard Time.

PRESENT: Commissioners ____________________________________________

________________________________________

ABSENT: Commissioners ____________________________________________

WHEREAS, the Board of Commissioners of Ingham County, Michigan previously has adopted a Resolution of Intent to authorize the establishment of a property assessed clean energy program (“PACE Program”) and create a PACE district pursuant to Act No. 270, Public Acts of Michigan, 2010 (“Act 270”), for the purpose of promoting the use of renewable energy systems and energy efficiency improvements by owners of certain real property; and

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

WHEREAS, the types of energy projects, either energy efficiency improvements or renewable energy systems, that may be financed under the PACE Program include, but are not limited to: insulation in walls, roofs, floors, foundations, or heating and cooling distribution systems; storm windows and doors; multi-glazed windows and doors; heat-absorbing or heat-reflective glazed and coated window and door systems; and additional glazing, reductions in glass area, and other window and door system modifications that reduce energy consumption; automated energy control systems; heating, ventilating, or air-conditioning and distribution system modifications or replacements; caulking, weather-stripping, and air sealing; replacement or modification of lighting fixtures to reduce the energy use of the lighting system; energy recovery systems; day lighting systems; installation or upgrade of electrical wiring or outlets to charge a motor vehicle that is fully or partially powered by electricity; measures to reduce the usage of water or increase the efficiency of water usage; any other installation or modification of equipment, devices, or materials approved as a utility cost-savings measure by the Board of Commissioners; a fixture, product, device, or interacting group of fixtures, products, or devices on the customer's side of the meter that use one or more renewable energy resources to generate electricity. Renewable energy resources include, but are not limited to: biomass (includes a biomass stove but does not include an incinerator or digester); solar and solar thermal energy; wind energy; geothermal energy and methane gas captured from a landfill; and
RESOLUTION #12-

WHEREAS, the Board of Commissioners conducted a public hearing on October 23, 2012, at 341 S. Jefferson, Mason, MI 48854 to receive comments on the proposed PACE Program, including the Report referenced in Section 9(1) of Act 270 (the “PACE Report”); and

WHEREAS, the Board of Commissioners intends to establish a PACE Program as described in the PACE Report, so as to provide a property owner based method of financing and funds for energy projects, including from the sale of bonds or notes which shall not be a general obligation of the County, amounts advanced by the County from any other source permitted by law, or from owner-arranged financing from a commercial lender, which funds and financing shall be secured and repaid by assessments on the property benefited, with the agreement of the record owners, such that no County moneys, general County taxes or County credit of any kind whatsoever shall be pledged, committed or used in connection with any project as required by, and subject to Act 270.

THEREFORE BE IT RESOLVED:

1. The PACE Program for the County is established and approved.

2. The PACE district, having the same boundaries as the County’s jurisdictional boundaries, is established.

3. The PACE Program constitutes a valid public purpose because it stimulates economic development, improves property values, reduces energy costs, reduces greenhouse gas emissions, and increases employment in the County.

4. The PACE Report is incorporated herein in full by reference, and is approved and adopted.

5. The County formally joins Lean & Green Michigan™ and Levin Energy Partners, LLC is designated as PACE administrator to administer the PACE Program.

6. In accordance with the PACE Report, amendments to the PACE Program shall not require a public hearing, with the exception of amendments regarding property eligibility parameters found in paragraph 11 of the PACE Report.

7. In accordance with Act 270, an assessment imposed under the PACE Program, including any interest on the assessment and any penalty, shall constitute a lien against the property on which the assessment is imposed until the assessment, including any interest or penalty, is paid in full. The lien runs with the property and has the same priority and status as other property tax and assessment liens. The County has all rights in the case of delinquency in the payment of an assessment as it does with respect to delinquent property taxes. When the assessment, including any interest and penalty, is paid, the lien shall be removed from the property. The County Treasurer is authorized and directed to execute and deliver any special assessment agreement, document or certificate necessary or appropriate to create, establish and record an assessment under the PACE Program.
RESOLUTION #12-

8. In accordance with Act 270, installments of assessments due under the PACE Program may be included in each summer and winter tax bill issued under the General Property Tax Act, 1893 PA 206, MCL 211.1 to 211.155 (“Act 206”), and may be collected at the same time and in the same manner as taxes collected under Act 206. Under owner-arranged financing, the County may impose an assessment and forward payments to the commercial lender or the record owner may pay the commercial lender directly. In all projects where the property owner will pay the installments of assessments through periodic payments to the County, the PACE special assessment agreement will provide for the County to be reimbursed for the actual costs of administering the billing and payment process.

9. The County may join with any other local unit of government, or with any person, or with any number or combination thereof, by contract or otherwise as may be permitted by law, for the implementation of the County’s PACE Program, in whole or in part, and the County Treasurer is authorized to execute and deliver such documents, agreements or certificates as may be necessary or advisable to permit the cooperative implementation of the PACE Program as provided by Act 270 or other applicable law.

10. The County Treasurer is authorized to sign necessary documents, agreements or certificates, and to take all other actions necessary or convenient to implement a PACE Program consistent with the PACE Report.

11. All resolutions and parts of resolutions inconsistent with this Resolution are repealed to the extent of such inconsistency.

YEAS: Commissioners

NAYS: Commissioners

RESOLUTION DECLARED ADOPTED.

_________________________________
Mike Bryanton
County Clerk
RESOLUTION #12-

I HEREBY CERTIFY that the attached is a true and complete copy of a resolution adopted by the Board of Commissioners of Ingham County, Michigan, at a regular meeting held on _______, 2012, and that public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, Act No. 267, Public Acts of Michigan, 1976 and that minutes of the meeting were kept and will be or have been made available as required by said Act.

__________________________________
Mike Bryanton County Clerk

COUNTY SERVICES: County Services will meet on 11/8/12.

FINANCE: Yeas: Grebner, McGrain, Bahar-Cook, Tennis, Dougan
Nays: None Absent: Nolan Approved 11/7/12
INGHAM COUNTY, MICHIGAN
PROPOSED PACE PROGRAM

September 7, 2012
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Lean & Green Michigan™
PACE Program

Executive Summary

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

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

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

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

[to be inserted by municipality outlining brief history of establishment of the PACE Program, including timing of actions (resolution of intent, public hearing and adoption of resolution of intent), publication dates, etc.]

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

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

2. Authorized Official/PACE Administrator/Legal Counsel

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

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

Miller, Canfield, Paddock & Stone, P.L.C. (“PACE Counsel”) will act as legal counsel to coordinate with the Authorized Official and LEP in the review of each PACE project being considered for approval by Ingham County to assure compliance with Act 270 and the PACE Program. If Ingham County is represented by PACE Counsel in matters unrelated to the PACE project being considered, the Authorized Official is authorized to waive and consent to PACE Counsel’s continued representation of Ingham County. The Board of Commissioners of Ingham County reserves the right at anytime to designate a different law firm or lawyer to act as PACE Counsel.

3. Financing Parameters

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

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

Application Process:

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

Eligibility Requirements:

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

5. Financing Terms of Assessments

For funds supplied by Ingham County, the interest rate on a PACE special assessment shall be sufficient to pay principal and interest on the bonds as determined by the Authorized Official. Additional financing terms shall be negotiated between the property owner and bond purchasers/commercial lenders.

For funds supplied by commercial lenders, the interest rate for PACE special assessment installments will be negotiated by the parties based on current market conditions.

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

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

6. Assessment Collection Process

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

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

ii. Will determine to authorize commercial lenders to provide financing to defray all or part of the cost of the energy improvements by special assessment upon the Special Assessment Parcel, which the Authorized Official will find is especially benefited in proportion to the costs of the energy improvements.
The Special Assessment Roll, attached as Appendix E, will be spread by the Authorized Official on behalf of Ingham County and without objection by the property owner to allocate one hundred percent (100%) of the PACE special assessment levy created hereby to the Special Assessment Parcel.

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

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

7. Financing Program

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

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

8. Reserve Fund

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

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

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

10. Useful Life

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

11. Property Eligibility Parameters

As set forth in the PACE Special Assessment Agreement, energy projects shall generally not exceed 25% of the State Equalized Value, in the year prior to completion of the application; and the lien to value ratio of the property cannot exceed 70% of two times the State Equalized Value in the year prior to completion of the application (does not include energy assessment amount). The Authorized Official may permit projects that exceed 25% of State Equalized Value for good cause on a case-by-case basis in consultation with LEP.

12. Mortgage Consent Requirement

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

13. Marketing Program

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

14. Quality Assurance and Antifraud Measures

LAGM includes the following quality assurance and antifraud measures:

i. Business integrity review;

ii. Background check process; and
iii. Other general due diligence as may be necessary or required.

15. Audit Requirement

As set forth in the PACE Special Assessment Agreement, a baseline energy audit conducted by a third-party approved by the Authorized Official and LEP must be completed before an energy project is undertaken. Each contract will require and provide adequate funding for monitoring and verification of energy savings throughout the life of the special assessment, to be conducted by independent third parties and/or dedicated software, as determined appropriate by the Authorized Official and LEP for each project. LEP shall conduct an independent technical and financial review of the audit at the property owners expense, as part of the application process for projects under the PACE Program.

16. Projects Over $250,000

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

17. Amendments to the Program

A public hearing shall not be required to amend this Program except for paragraph 11. Paragraph 11 may be amended only after holding a public hearing on such amendments.
PACE SPECIAL ASSESSMENT AGREEMENT

between

INGHAM COUNTY, MICHIGAN

and

Dated ________ ___, 20__
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PACE SPECIAL ASSESSMENT AGREEMENT

THIS PACE SPECIAL ASSESSMENT AGREEMENT (the “Agreement”) is made this ___ day of ____, 20__, between (the “Property Owner”), a _________________, whose address is __________________, and Ingham County whose address is 341 S. Jefferson, PO Box 179, Mason, MI 48854.

RECITALS:

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

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

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

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

ARTICLE I

DEFINITIONS

Section 1.01 Definitions

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


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

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

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

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

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

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

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

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

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

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

(m) “PACE Program” shall mean a program implemented by a municipality to stimulate energy efficiency and renewable energy projects in conformity with Act 270.

(n) “Renewable Energy Improvement” means a fixture, product, device, or interacting group of fixtures, products, or devices on the customer’s side of the meter that use one (1) or more renewable energy resources to generate electricity. Renewable energy includes a biomass stove but does not include an incinerator or digester.

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

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

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

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

ARTICLE II

DESCRIPTION OF IMPROVEMENTS

Section 1.02 Description of Improvements

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

ARTICLE III

COVENANTS OF NAME OF ENTITY

Section 1.03 Acquisition, Construction and Installation of the Project

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

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

ARTICLE V
PACE Special Assessment

Section 1.05 PACE Special Assessment Created

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

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

Section 1.06 Agrees to PACE Special Assessment; Waiver

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

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

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

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

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

Section 1.07 Lien

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

Section 1.08  Installment Payments

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

Section 1.09  Delinquent Payments

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

Section 1.10  Use of Assessment

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

Section 1.11  Invalidity; Cure

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

ARTICLE VI

CONDITIONS PRECEDENT

Section 1.12 Conditions Precedent to Ingham County’s Obligations

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

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

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

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

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

(f) No objection shall have been made by NAME OF ENTITY or any other party claiming an interest in the Special Assessment Parcel at Ingham County’s Board of Commissioners meeting at the time the Authorized Official has spread the roll.
(g) **NAME OF ENTITY** shall meet all eligibility requirements as set forth in Appendix C.

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

**ARTICLE VII**

**REPRESENTATIONS AND WARRANTIES**

Section 1.13  **Representations and Warranties of Ingham County**

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

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

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

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

Section 1.14  **Representations and Warranties of ** **NAME OF ENTITY**

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

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

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

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

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

ARTICLE VIII

DEFAULT

Section 1.15 NAME OF ENTITY Default

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

Section 1.16 Remedies

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

Section 1.17 Ingham County’s Default

(a) If Ingham County breaches any covenant of this Agreement or any other agreement related to the carrying out of this Agreement and fails to pursue a cure of such breach within NUMBER OF DAYS (___) days after written notice thereof has been received, Ingham County shall be deemed to have committed an Event of Default.
Section 1.18 Remedies

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

Section 1.19 Waiver

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

ARTICLE IX

MISCELLANEOUS

Section 1.20 Term

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

Section 1.21 Assignment of this Agreement

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

Section 1.22 Notices

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

If to the County:  Ingham County
Ingham County Court House
P.O. Box 319
Mason, MI 48854
Attn: ____________________
or to such other address as such party may specify by written notice. To the extent the County is advised in writing by NAME OF ENTITY of the name, address and contact person for any lender, the County shall provide written notice to said Lender of any default hereunder by NAME OF ENTITY simultaneously with providing such written notice to NAME OF ENTITY.

Section 1.23 Amendment and Waiver

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

Section 1.24 Entire Agreement

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

Section 1.25 Execution in Counterparts

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

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

Section 1.27 Applicable Law

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

Section 1.28 Mutual Cooperation

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

Section 1.29 Binding Effect

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

Section 1.30 Force Majeure

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

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

Witnessed:

By: __________________________, a Michigan

______________________________

Signature of:

By: __________________________

______________________________

Signature of:

Signature of: ________________________
Its: Authorized Signatory

Ingham County, Michigan
Municipal corporation

Witnessed as to both signatures by:

By: ________________________________
Signature of: Eric Schertzing
Its: County Treasurer

By: ________________________________
Signature of: Mike Bryanton
Its: Clerk

State of Michigan )
) ss
County of Ingham )

The foregoing instrument was acknowledged before me this ___ day of ______, 20__, by ________________________ the Authorized Signatory of ______________________________ on behalf of the ____________________.

________________________________________________________
Notary Public
_________________________County, Michigan
My commission expires ______________

State of Michigan )
) ss
County of Ingham )

The foregoing instrument was acknowledged before me this ___ day of ______, 20__, by Eric Schertzing, the Treasurer of Ingham County, Michigan and Mike Bryanton, the County Clerk of Ingham County, Michigan on behalf of Ingham County.
Notary Public

______________County, Michigan
My commission expires ______________

DRAFTED BY, WITH THE ACTIVE PARTICIPATION OF REPRESENTATIVES:

Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson Ave., Suite 2500
Detroit, Michigan 48226

WHEN RECORDED RETURN TO:

Michael P. McGee, Esq.
Miller, Canfield, Paddock and Stone, P.L.C.
150 West Jefferson Ave., Suite 2500
Detroit, Michigan 48226
Public Act 270 of 2010 ("Act 270") authorizes local units of government to adopt Property Assessed Clean Energy ("PACE") programs to promote the installation of energy efficiency improvements and renewable energy systems by owners of commercial or industrial property within a district designated by Ingham County. Act 270 allows private commercial lenders to finance energy projects and authorizes local units of government to issue bonds, notes and other indebtedness. Act 270 authorizes the assessment of properties for the cost of the energy projects and provides for repayment to local governments through a voluntary property assessment. The property assessment remains with the property and has the same priority as other property tax and assessment liens in the event of foreclosure.

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

The property eligibility requirements are as follows:

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

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

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

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

An appropriate ratio must be determined for the amount of assessment in relation to the assessed value of the property. The ratio will be determined on a project-by-project basis by LEP and shall not exceed 25% of the State Equalized Value without written approval of the Authorized Official. MCL 460.939(j).

Written consent from the mortgage holder must be obtained if the property is subject to a mortgage. MCL 460.939(k).
A baseline energy audit must be conducted for the property that is approved by LEP and the Authorized Official. Such approval may be granted retroactively if the audit meets the standards of LEP. MCL 460.939(o).

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

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

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

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

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

Mail or deliver your application and attachments to:

Attention:
Program Administrator for Ingham County PACE Program
c/o Levin Energy Partners, LLC
6895 Telegraph Road
Bloomfield Hills, MI 48301

Applications and attachments may also be emailed to the Program Administrator through the webpage www.levinenergypartners.com. For questions regarding the status of your application please contact the Program Administrator at 248.808.1420.
1. **Property Owner(s) Legal Name(s) (as they appear on property tax records)**

<table>
<thead>
<tr>
<th>Name</th>
<th>Parcel #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner 1</td>
<td></td>
</tr>
<tr>
<td>Owner 2</td>
<td></td>
</tr>
<tr>
<td>Owner 3</td>
<td></td>
</tr>
</tbody>
</table>

2. **Property Owner(s) Contact Information**

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>E-mail Address</th>
<th>Telephone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. **Property Owner(s) Type**

   - [ ] Individual
   - [ ] LLP
   - [ ] Corporation
   - [ ] LLC
   - [ ] Other (please specify)________________________

4. **Property Type** (Check all that apply)

   - [ ] Commercial
     - [ ] Grocery/convenience store
     - [ ] Health care/clinic
     - [ ] Mixed use
     - [ ] Multi family-unit (3 or more)
     - [ ] Office
     - [ ] Other - Please describe________________________
     - [ ] Retail
     - [ ] Restaurant
     - [ ] Recreational
     - [ ] Warehouse

   - [ ] Industrial

     Please describe____________________________________
5. Property Addresses and Parcel Number

Physical Property Address of Improvements

________________________________________________

Mailing Address (if different)

________________________________________________

Assessor’s Parcel #

________________________

6. Balance of Any Mortgage(s):

<table>
<thead>
<tr>
<th>Amount of Mortgage</th>
<th>Name of Mortgage Holder</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Mortgage</td>
<td>$_______________</td>
</tr>
<tr>
<td>Second Mortgage</td>
<td>$_______________</td>
</tr>
<tr>
<td>Other</td>
<td>$_______________</td>
</tr>
</tbody>
</table>

State Equalized Value (SEV) $_______________

Requested assessment amount $_______________

The lien to value ratio (including the mortgage, if any, and excluding the requested financing amount) cannot exceed 70% of two times the State Equalized Value.

☐ Consent by mortgage holder(s) obtained, if subject to a mortgage. Please attach consent.

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

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

Total: $_______________
8. **Requested Assessment Amount**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy Project</td>
<td>$__________</td>
</tr>
<tr>
<td>Energy Audit</td>
<td>$__________</td>
</tr>
<tr>
<td>Engineering/Architect Plans</td>
<td>$__________</td>
</tr>
<tr>
<td>Building Permit Fees</td>
<td>$__________</td>
</tr>
<tr>
<td>Other (Please explain)</td>
<td>$__________</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$__________</td>
</tr>
</tbody>
</table>

The lien to value ratio (*including* the mortgage, if any, and *excluding* the requested financing amount) cannot exceed 70% of two times the State Equalized Value.

The assessment to assessed value ratio cannot exceed 25% of the State Equalized Value without written approval of the Authorized Official.

9. **Requested Assessment Repayment Period** (Term may not exceed the lesser of the useful life of the energy project or 25 years.)

Term: _______ years

10. **Projects Over $250,000**

Please attach details regarding provisions for ongoing measurements of energy savings and information regarding performance guarantees.

11. **Baseline Energy Audit**

Please attach the baseline energy audit performed on the property and all supporting documentation.
PROGRAM ELIGIBILITY CHECKLIST

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

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

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

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

An appropriate ratio must be determined for the amount of assessment in relation to the assessed value of the property. The ratio will be determined on a project-by-project basis by LEP and shall not exceed 25% of the State Equalized Value without written approval of the Authorized Official. MCL 460.939(j).

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

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

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

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

[PROJECT SPECIFIC]

Parcel

Tax Parcel I.D. No.: __________________________.
APPENDIX E

PACE SPECIAL ASSESSMENT ROLL

[PROJECT SPECIFIC]
APPENDIX F

PAYMENT SCHEDULE

[PROJECT SPECIFIC]
APPENDIX G

Lender Consent and Acknowledgement of Owner Participation in Ingham County, Michigan PACE Program

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

Recitals

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

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

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

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

Consent and Acknowledgement

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

Execution of this Consent and Acknowledgement by Lender’s representative shall constitute full and complete consent to the Property Owner’s participation in the Ingham County PACE Program.

---

1 If property being improved has no mortgage, please submit documentation demonstrating such.
Name of Lender: ________________  Date: ________________

By: ___________________________

Title: _________________________

STATE OF MICHIGAN   )
   ) ss
COUNTY OF INGHAM   )

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

____________________________________
_________________, Notary Public
_____________County, State of _________
Acting in ____________ County
My Commission Expires:
APPENDIX H

DESCRIPTION OF IMPROVEMENTS

[PROJECT SPECIFIC]
APPENDIX I

SOURCE OF PRIVATE FINANCING

[PROJECT SPECIFIC]
WHEREAS, Ingham County has been making substantial and necessary reductions in its services to its citizens and cuts in its work force due to the continuing decline of the economic conditions in this county and state; and

WHEREAS, the County has implemented hiring delays, hiring freezes, travel prohibitions, and employee furlough days without pay and other drastic cost savings measures in order to bring its expenditures in line with its declining revenues; and

WHEREAS, Resolution 10-357 adopted a policy on cost increases for service related contracts in Ingham County for 2010, 2011 and 2012; and

WHEREAS, Ingham County desires to continue providing guidelines for service related contracts for vendors doing business with Ingham County that reflect the current economic climate; and

WHEREAS, the Consumer Price Index’s Annual Inflation rate was 3.2% for 2011 and projections are for increases of around two percent over the next few years.

WHEREAS, Ingham County employees received no increase in their pay in 2012.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners extends the following policy on cost increases for service related contracts in Ingham County:

- In general, annual cost increases should not exceed 1% a year for the 2013 County fiscal year.

- Proposed contracts with vendor cost increases that exceed the above percentage increases will receive extra scrutiny and be identified by staff as they are reviewed by the appropriate Liaison and Finance Committees of the Ingham County Board of Commissioners.

- County Staff will make this policy known to all vendors as they negotiate proposed new and renewal contracts.

- This policy will be reviewed and evaluated by the Finance Committee during the last quarter of 2013.

BE IT FURTHER RESOLVED, that if price adjustments are requested pursuant to the terms of the contract, the vendor must notify the County ninety (90) days prior to the current term’s expiration date.
RESOLUTION #12-

BE IT FURTHER RESOLVED, that prior to commencement of subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 1% increase on the current pricing, whichever is lower.

BE IT FURTHER RESOLVED, that for purposes of this section, “Consumer Price Index” shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

BE IT FURTHER RESOLVED, that the County reserves the right to accept or reject the request for a price increase. If the price increase is approved, the price will remain firm for one (1) year from the date of the increase.

BE IT FURTHER RESOLVED, that all Invitation to Bids and Request for Proposals issued for services shall contain language referencing this policy.

BE IT FURTHER RESOLVED, that this policy will remain in effect through December 31, 2013.

BE IT FURTHER RESOLVED, that copies of this resolution will be forwarded to all Ingham County Department Heads and Elected Officials.

FINANCE: Yeas: Grebner, McGrain, Bahar-Cook, Tennis, Dougan
Nays: None Absent: Nolan Approved 11/7/12
Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING 2013 AGREEMENTS FOR COMMUNITY AGENCIES

RESOLUTION #12-

WHEREAS, the 2013 Ingham County Budget has been approved by the Board of Commissioners; and

WHEREAS, under the Community Agency Program a number of agencies have been allocated funds to provide important services that are consistent with the County’s Strategic Planning objective to Ingham County residents; and

WHEREAS, the 2013 budget includes $185,720 allocated for community agencies; and

WHEREAS, the Controller/Administrator has provided recommended funding levels for each agency that were determined using the criteria set forth in Resolution #12-200.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby directs the County Attorney to draft contracts for the period of January 1, 2013 through December 31, 2013, in the amount specified for each community agency listed on the attached, for the services to Ingham County residents previously approved by the Human Services and Finance Committees.

BE IT FURTHER RESOLVED, any funds included in the 2013 budget for community agencies that are not allocated through this resolution will be re-appropriated to the 2013 contingency fund, and the Controller/Administrator is authorized to make the necessary budget adjustments.

BE IT FURTHER RESOLVED, that the Board Chairperson and County Clerk are authorized to sign the necessary documents after review by the County Attorney.

HUMAN SERVICES: Yeas: Nolan, Tennis, McGrain, Vickers, Dougan
     Nays: None    Absent: Schor    Approved 11/5/12

FINANCE: Yeas: Grebner, McGrain, Bahar-Cook, Tennis, Dougan
     Nays: None    Absent: Nolan    Approved 11/7/12
<table>
<thead>
<tr>
<th>ORGANIZATION</th>
<th>PROGRAM</th>
<th>2013 REQUEST</th>
<th>2012 AMT. RECEIVED</th>
<th>2013 CONTROLLER RECOMMENDATION</th>
<th>2013 HUMAN SERVICES COMMITTEE RECOMMENDATION</th>
<th>2013 FINANCE COMMITTEE RECOMMENDATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addiction Relief &amp; Supported Recovery, Inc.</td>
<td>ARSR Support Services: Assist recovering homeless addicts and alcoholics by providing safe, sober housing and support services.</td>
<td>$11,000.00</td>
<td>$5,000.00</td>
<td>$11,000.00</td>
<td>$11,000.00</td>
<td>$11,000.00</td>
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<tr>
<td>Advent House Ministries</td>
<td>Weekend Day shelter Program: Food, shelter, educational and employment services to homeless people.</td>
<td>$8,000.00</td>
<td>$5,000.00</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
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<tr>
<td>Boys &amp; Girls Club of Lansing</td>
<td>Food Program: To provide Food to Youth throughout the year. Also, Lansing School District's &quot;summer Food Nutrition Program&quot; to provide school lunches for 5 weeks in the summer. Emergency food packages to families on Fridays for weekend food.</td>
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<td></td>
<td>Low Income Heating Assistance: Direct home heating assistance for low income individuals in rural Ingham County with an emphasis on seniors 60+ in age.</td>
<td>$8,500.00</td>
<td>$8,500.00</td>
<td>$8,500.00</td>
<td>$8,500.00</td>
<td>$8,500.00</td>
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<tr>
<td>Capital Area Community Services, Inc.</td>
<td>Literacy Services for Adults and Children: Free, confidential literacy diagnosis, children's books, mentoring and one-on-one tutoring resulting in increased literacy skills.</td>
<td>$3,500.00</td>
<td>$2,250.00</td>
<td>$1,125.00</td>
<td>$1,125.00</td>
<td>$1,125.00</td>
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<tr>
<td>Capital Area Literacy Coalition</td>
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</tbody>
</table>
### Cristo Rey Community Center

#### Roots & Wings

**Strengthening Families:**
Program Supplies for six sessions for 120 parents and youth, of structured intervention and educational program for families with DHS and/or CPS and adolescents in the juvenile justice system or at risk of behavioral problems including substance abuse.

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<tr>
<th></th>
<th>Amount</th>
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<tbody>
<tr>
<td><strong>2022</strong></td>
<td><strong>2023</strong></td>
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<tr>
<td>$1,800.00</td>
<td>$1,000.00</td>
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</table>

#### Prescription Assistance Program:
Guide low income, uninsured individuals to access needed medications for chronic diseases free of charge from pharmaceutical companies' patient assistance programs, and vouchers for emergency medications.

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<tr>
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<th>Amount</th>
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<tr>
<td><strong>2022</strong></td>
<td><strong>2023</strong></td>
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<td><strong>$4,000.00</strong></td>
<td><strong>$4,000.00</strong></td>
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</table>

### Cristo Rey Community Center (NEW)

#### Direct Assistance Food Pantry Program:
Provide food to low income individuals or families with Lansing addresses.

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<th></th>
<th>Amount</th>
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<tbody>
<tr>
<td><strong>2022</strong></td>
<td><strong>2023</strong></td>
</tr>
<tr>
<td><strong>$4,000.00</strong></td>
<td><strong>$0.00</strong></td>
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</tbody>
</table>

### EVE, Inc.

#### Services for Victims of Domestic Violence and Their Children:
Meeting basic needs of domestic violence victims including shelter, food, clothing, transportation, legal protections, crisis intervention, emotional support, access to safe housing resources, and utilities.

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<thead>
<tr>
<th></th>
<th>Amount</th>
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<tbody>
<tr>
<td><strong>2022</strong></td>
<td><strong>2023</strong></td>
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<tr>
<td><strong>$15,000.00</strong></td>
<td><strong>$14,000.00</strong></td>
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<tr>
<td>Organization</td>
<td>Description</td>
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<tr>
<td>-----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>Gateway Community Services</td>
<td><strong>Crossroads Homeless Youth Shelter:</strong> Personnel costs associated with the Crossroads Shelter for homeless teenagers.</td>
</tr>
<tr>
<td>Greater Lansing Food Bank - Garden Project</td>
<td><strong>Gardening and Gleaning Program:</strong> 600 Low-income households in the Lansing area grow their own vegetables in home gardens and community plots, low-income residents receive fruits and vegetables through gleaning efforts.</td>
</tr>
<tr>
<td>Greater Lansing Housing Coalition (NEW)</td>
<td><strong>Ballentine Apartment Program:</strong> Program based housing to homeless with special needs.</td>
</tr>
<tr>
<td>Habitat for Humanity of Greater Ingham County</td>
<td><strong>Construction Truck:</strong> Purchase a reliable truck for construction.</td>
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<tr>
<td>Haven House</td>
<td><strong>Emergency Shelter for Homeless Families with Children:</strong> Temporary shelter for homeless families with children, providing a place to sleep, job and housing search assistance, food, goal setting, and referrals to community services.</td>
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<tr>
<td>Organization</td>
<td>Description</td>
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</tr>
<tr>
<td>Lansing Area Aids Network</td>
<td><strong>HIV/AIDS Care and Prevention Services:</strong> Funding to supplement current program funding levels and to continue the level of medical case management, client assistance, support services, early intervention services and prevention services that have been provided in the past.</td>
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<tr>
<td>Lansing Area Parents' Respite Center, Inc.</td>
<td><strong>Lifespan Respite Programs:</strong> Provide 421 hours of respite for caregivers to sustain the provision of respite services and enhance the quality of life for family members and care-givers of individuals affected by life altering conditions.</td>
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<tr>
<td>Leslie Outreach, Inc.</td>
<td><strong>Food Pantry:</strong> Provide services to low-income families including food assistance, medical referrals/assistance, blankets, clothing, housing referrals/assistance, transportation and other services.</td>
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<tr>
<td>Listening Ear of East Lansing, Inc. (LATE)</td>
<td><strong>Ongoing Crisis Intervention:</strong> Ongoing crisis intervention counseling; short term, paraprofessional counseling and advocacy for survivors of sexual assault and their significant others.</td>
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</tbody>
</table>
### MSU Detroit College of Law Clinical Programs - Rental Housing Clinic

**Affordable Housing Initiatives for Economically Disadvantaged People in Ingham County:** legal services, insuring compliance with locals, monitoring new laws for housing, understanding of law.

- **Shelter, Advocacy and Support for Domestic Violence Survivors:** Food and supplies for shelter residents, advocacy assistance for residents and non-residents, and cover the cost of office and shelter telephone lines.

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
</tr>
</thead>
<tbody>
<tr>
<td>Affordable Housing Initiatives</td>
<td>$10,000.00</td>
<td>$5,500.00</td>
<td>$2,750.00</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>Shelter, Advocacy and Support for Domestic Violence Survivors</td>
<td>$12,820.00</td>
<td>$12,820.00</td>
<td>$12,820.00</td>
<td>$12,820.00</td>
<td>$12,820.00</td>
</tr>
</tbody>
</table>

### MSU Safe Place

**MSU Safe Place Shelter, Advocacy and Support for Domestic Violence Survivors:**

- Food and supplies for shelter residents, advocacy assistance for residents and non-residents, and cover the cost of office and shelter telephone lines.

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food and supplies for shelter residents, advocacy assistance</td>
<td>$12,820.00</td>
<td>$12,820.00</td>
<td>$12,820.00</td>
<td>$12,820.00</td>
<td>$12,820.00</td>
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<tr>
<td>Office and shelter telephone lines</td>
<td>$12,820.00</td>
<td>$12,820.00</td>
<td>$12,820.00</td>
<td>$12,820.00</td>
<td>$12,820.00</td>
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</tbody>
</table>

### National Council on Alcoholism/Lansing Regional Area, Inc.

**Housing and Substance Abuse Treatment for Indigent Persons in Ingham County:** Transitional housing and treatment services for Ingham County residents.

- **NWI ARRO Outreach Assistance Program:** Continue to offer supportive wrap-around services to any ex-offender living in or returning to Ingham County from a correctional facility. Run food pantry, clothing.

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transitional housing and treatment services for Ingham County residents</td>
<td>$12,000.00</td>
<td>$17,000.00</td>
<td>$12,000.00</td>
<td>$12,000.00</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>NWI ARRO Outreach Assistance Program:</td>
<td>$7,500.00</td>
<td>$7,500.00</td>
<td>$7,500.00</td>
<td>$7,500.00</td>
<td>$7,500.00</td>
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</table>

### Northwest Initiative / dba Northwest Lansing Healthy Communities

**Refugee Development Center**

**Bridges:** Basic Needs supplies and assistance Outreach and Referral.

<table>
<thead>
<tr>
<th>Budget Item</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
<th>2025</th>
<th>2026</th>
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</thead>
<tbody>
<tr>
<td>Basic Needs supplies and assistance Outreach and Referral</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
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### Retired Senior and Volunteer Program

**Capital Area Interfaith Respite (CAIR):** Serves families of the frail elderly and chronically ill seniors by providing free in-home respite and friendly visiting.

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<thead>
<tr>
<th>Budget Item</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
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<th>2026</th>
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</thead>
<tbody>
<tr>
<td>Free in-home respite and friendly visiting</td>
<td>$2,700.00</td>
<td>$1,350.00</td>
<td>$675.00</td>
<td>$1,225.00</td>
<td>$1,225.00</td>
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<tr>
<td>Organization</td>
<td>Description</td>
<td>Grants</td>
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<tr>
<td>Rural Family Services of Ingham County</td>
<td><strong>Rural Family Services Grant</strong>: Emergency food, personal needs, and emergency shelter and utility payments for low-income county residents.</td>
<td>$14,000.00</td>
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<td>$12,000.00</td>
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<td>$14,000.00</td>
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<tr>
<td>Southside Community Coalition</td>
<td><strong>Providing Basic Needs to Low Income Families</strong>: Food, clothing, housing.</td>
<td>$6,000.00</td>
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<td></td>
<td><strong>Feeding the Hungry</strong>: Provide nutritious lunches, free of charge, four days per week to anyone who is hungry.</td>
<td>$6,000.00</td>
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<td>$6,000.00</td>
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<tr>
<td>Southside Community Kitchen</td>
<td><strong>Feeding the Hungry</strong>: Provide nutritious lunches, free of charge, four days per week to anyone who is hungry.</td>
<td>$3,500.00</td>
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<td>$3,500.00</td>
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<tr>
<td>St. Vincent Catholic Charities</td>
<td><strong>St. Vincent Catholic Charities</strong>: Mental health counseling to homeless people in the Permanent Supportive Housing Program.</td>
<td>$5,000.00</td>
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<td>$2,500.00</td>
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<tr>
<td>Stockbridge Community Outreach</td>
<td><strong>Stockbridge Outreach</strong>: Ingham County Grant: Food, utility payments, assistance, prescriptions, and transportation.</td>
<td>$3,000.00</td>
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<td>$3,000.00</td>
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<tr>
<td>Westside Community YMCA</td>
<td><strong>&quot;Y&quot; Achievers Program</strong>: Assisting youth in making a successful transition from high school to college.</td>
<td>$4,500.00</td>
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<td>$1,000.00</td>
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<td><strong>TOTAL:</strong></td>
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<td>$212,620.00</td>
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<td>$177,095.00</td>
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<td>$180,920.00</td>
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<td>$185,720.00</td>
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<td>$185,720.00</td>
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</table>
Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING MARILYN LOVE

RESOLUTION #12-

WHEREAS, Marilyn Love began her career with Ingham County in December, 2002 as a Community Health Representative II in the Breast and Cervical Cancer Program (BCCCP); and

WHEREAS, Ms. Love assisted thousands of women by enrolling them into the program; and

WHEREAS, Ms. Love was helpful, patient, kind and compassionate to the women calling to enroll in the program.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Marilyn Love for her 10 years of dedicated service to the community and for the contributions she has made to the Ingham County Health Department.

BE IT FURTHER RESOLVED, that the Board wishes her continued success in all of her future endeavors.

HUMAN SERVICES: Yeas: Nolan, Tennis, McGrain, Vickers, Dougan
Nays: None Absent: Schor Approved 11/5/12
Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A COOPERATIVE CASH MATCH AGREEMENT WITH THE MICHIGAN DEPARTMENT OF HUMAN SERVICES - MICHIGAN REHABILITATION SERVICES

RESOLUTION #12-

WHEREAS, Michigan Rehabilitation Services (MRS) engages in cash match agreements which require contributions from partner organizations; and

WHEREAS, prior to 2008 the Ingham County Department of Human Services (DHS) had a long-standing agreement with MRS to act as a pass through entity for match funding provided by local agencies; and

WHEREAS, the agreement between DHS and MRS came under scrutiny because match dollars may not be federal, and this agreement between two state agencies raises that concern; and

WHEREAS, MRS finds it preferable to establish this agreement with a local government agency to avoid the appearance and confusion of inter-departmental agreements at the state; and

WHEREAS, Ingham County was identified as an appropriate pass through entity to help maintain this agreement, and the agreement was authorized through Resolutions #08-265 and #11-364; and

WHEREAS, MRS wishes to enter into another, similar cash match agreement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a cash match agreement not to exceed $370,370 ($100,000 local match) with Michigan Department of Human Services – Michigan Rehabilitation Services to provide vocational guidance and counseling, employment related training and transportation, and placement supports to individuals with disabilities who are eligible for MRS services.

BE IT FURTHER RESOLVED, that this agreement is contingent upon Ingham County’s local match portion ($100,000) being provided by Peckham, Inc., and no county funds will be used for this purpose.

BE IT FURTHER RESOLVED, the term of this agreement shall be October 1, 2012 through September 30, 2013.

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

BE IT FURTHER RESOLVED, the Chairperson of the Ingham County Board of Commissioners and the County Clerk are authorized to sign any necessary contract documents consistent with this resolution and approved as to form by the County Attorney.
RESOLUTION #12-

HUMAN SERVICES: Yeas: Nolan, Tennis, McGrain, Vickers, Dougan
Nays: None  Absent: Schor  Approved 11/5/12

FINANCE: Yeas: Grebner, McGrain, Bahar-Cook, Tennis, Dougan
Nays: None  Absent: Nolan  Approved 11/7/12
WHEREAS, Ingham County operates the Willow Health Center at 306 West Willow Street in Lansing; and

WHEREAS, the current lease agreement for this site will expire on December 31, 2014; and

WHEREAS, the Health Department received funding in the form of the School Based Health Center Capital grant through the Health Resources and Services Administration and a requirement is to protect the federal government’s investment in the property; and

WHEREAS, this language does not affect the cost or duration of the lease; and

WHEREAS, the owner, Nick Yono, has agreed to the proposed amendment and has agreed to comply with the grant requirements; and

WHEREAS, the Health Officer has recommended the Board of Commissioners authorize the amendment.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorize an amendment to the lease for property at 306 West Willow Street, Lansing, Michigan, informing the owner that he must provide adequate assurances of performance for the property and that if the property is not adequately maintained, Ingham County will maintain the facilities at the landlord’s expense.

BE IT FURTHER RESOLVED, that the amendment does not change the cost or duration of the existing lease.

BE IT FURTHER RESOLVED, that all other terms and conditions of the lease will remain in full force and effect.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign the lease amendment after review by the County Attorney.

**HUMAN SERVICES: Yeas:** Nolan, Tennis, McGrain, Vickers, Dougan  
**Nays:** None  
**Absent:** Schor  
**Approved 11/5/12**

**FINANCE: Yeas:** Grebner, McGrain, Bahar-Cook, Tennis, Dougan  
**Nays:** None  
**Absent:** Nolan  
**Approved 11/7/12**
Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A
2012-2013 AGREEMENT WITH THE CITY OF LANSING

RESOLUTION #12-

WHEREAS, the City of Lansing has for many years provided funding to Ingham County to help support public health services for City of Lansing residents; and

WHEREAS, the City of Lansing is proposing to provide such support for the 2012-2013 fiscal year; and

WHEREAS, these revenues are anticipated in the Health Department's 2013 budget request; and

WHEREAS, the Health Officer has recommended that the Board of Commissioners authorize the agreement with the City of Lansing.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with the City of Lansing to provide financial support to certain services provided by or through the Ingham County Health Department.

BE IT FURTHER RESOLVED, that the period of the agreement shall be July 1, 2012 through June 30, 2013.

BE IT FURTHER RESOLVED, that the City of Lansing shall provide $80,000 to support the following services:

1. Adult Health/STI Clinic - $11,000
2. Health Care Access - $1,000
3. Child Care Scholarship Program - $47,000
4. High Risk Adolescent Program - $21,000

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

HUMAN SERVICES: Yeas: Nolan, Tennis, McGrain, Vickers, Dougan
Nays: None
Absent: Schor
Approved 11/5/12

FINANCE: Yeas: Grebner, McGrain, Bahar-Cook, Tennis, Dougan
Nays: None
Absent: Nolan
Approved 11/7/12
Introduced by the Law Enforcement and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION REQUESTS PERMISSION FOR THE INGHAM COUNTY SHERIFF’S OFFICE TO ACCEPT THE FY 2012 SCAAP GRANT

RESOLUTION #12-

WHEREAS, the Ingham County Sheriff’s Office submits a yearly grant application to the Bureau of Justice Assistance (BJA), State Criminal Alien Assistance Program, (SCAAP); and

WHEREAS, the purpose of this grant is to reimburse local correction facilities for housing those alien’s charged and or convicted of criminal violations; and

WHEREAS, the Ingham County Sheriff’s Office was granted for FY 2012, $1448.00 by the Bureau of Justice Assistance (BJS), State Criminal Alien Assistance Program (SCAAP) grant.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the Ingham County Sheriff’s Office to accept the Bureau of Justice Assistance (BJS), State Criminal Alien Assistance Program (SCAAP) FY2012 grant award of $1448.00.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to amend the Ingham County Sheriff’s Office 2012 budget in accordance with this resolution.

LAW ENFORCEMENT: Yeas: Tsernoglou, De Leon, Celentino, Dragonetti
Nays: None Absent: Koenig, Schafer Approved 11/1/12

FINANCE: Yeas: Grebner, McGrain, Bahar-Cook, Tennis, Dougan
Nays: None Absent: Nolan Approved 11/7/12