

INGHAM COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING - 6:30 P.M.
COMMISSIONERS= ROOM, COURTHOUSE
MASON, MICHIGAN

NOVEMBER 27, 2012

AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. TIME FOR MEDITATION
- V. APPROVAL OF THE MINUTES OF **NOVEMBER 13, 2012**
- VI. ADDITIONS TO THE AGENDA
- VII. PETITIONS AND COMMUNICATIONS
- VIII. LIMITED PUBLIC COMMENT
- IX. CLARIFICATION/INFORMATION PROVIDED BY COMMITTEE CHAIR
- X. CONSIDERATION OF CONSENT AGENDA
- XI. COMMITTEE REPORTS AND RESOLUTIONS
 1. COUNTY SERVICES COMMITTEE – RESOLUTION HONORING DALE **RUTTAN**, VEVAY TOWNSHIP TRUSTEE
 2. COUNTY SERVICES COMMITTEE – RESOLUTION HONORING RONALD J. **WEESIES**, VEVAY TOWNSHIP SUPERVISOR
 3. COUNTY SERVICES COMMITTEE – RESOLUTION APPROVING THE APPOINTMENT OF **SANDRA DARGATZ** AS THE MANAGER OF THE INGHAM COUNTY FAIR
 4. COUNTY SERVICES COMMITTEE – RESOLUTION MAKING APPOINTMENTS TO THE **YOUTH COMMISSION**

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 PROCEEDING TO CLOSE ON THE OPEN SPACE CONSERVATION EASEMENT DEED FOR THE [KIRK MELHAFF](#) AND WENDY VILLAREAL PROPERTY
7. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION APPROVING THE MODEL OPEN SPACE PERMANENT CONSERVATION EASEMENT DEED AS THE MECHANISM TO ENFORCE AND RESTRICT INGHAM COUNTY [OPEN SPACE PROPERTIES](#)
8. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE THE PURCHASE OF A [FULL SECURITY SUITE](#) FOR THE COUNTY IT NETWORK FROM SOPHOS
9. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO APPROVE PROPOSED INGHAM COUNTY ROAD AND BRIDGE PROJECTS FOR SUBMISSION TO [TRI-COUNTY REGIONAL PLANNING](#) COMMISSION TO BE CONSIDERED FOR INCLUSION IN THE 2014-2017 TRI-COUNTY REGIONAL TRANSPORTATION IMPROVEMENT PLAN
10. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO APPROVE A SECOND PARTY AGREEMENT WITH MDOT AND A THIRD PARTY AGREEMENT WITH THE [CITY OF LANSING](#) FOR THE INGHAM COUNTY DEPARTMENT OF TRANSPORTATION AND ROADS IN RELATION TO A FEDERALLY FUNDED SAFETY PROJECT AT THE INTERSECTION OF WILLOUGHBY ROAD & CEDAR STREET, CITY OF LANSING AND WILLOUGHBY ROAD & AURELIUS ROAD, DELHI TOWNSHIP
11. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING A CONTRACT WITH [OAK CONSTRUCTION](#) CORPORATION FOR ROOF REPLACEMENT ON THE LAKE LANSING BOAT LAUNCH RESTROOM
12. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION ENTERING INTO A LEASE AGREEMENT WITH THE MICHIGAN DEPARTMENT OF [NATURAL RESOURCES](#) FOR USE OF THE BUNKER ROAD LANDING AS A CANOE LAUNCH

13. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING [COMMISSIONER COMPENSATION](#) FOR 2013 AND 2014
14. COUNTY SERVICES COMMITTEE – RESOLUTION AMENDING THE [BOARD RULES](#)
15. FINANCE COMMITTEE – RESOLUTION TO AMEND THE 2012 APPORTIONMENT REPORT AND THE [2013 APPROPRIATIONS](#) RESOLUTION
16. HUMAN SERVICES COMMITTEE – RESOLUTION MAKING AN APPOINTMENT TO THE [BOARD OF HEALTH](#)
17. HUMAN SERVICES COMMITTEE – RESOLUTION MAKING AN APPOINTMENT TO THE [SENIOR CITIZENS ADVISORY BOARD](#)
18. HUMAN SERVICES COMMITTEE – RESOLUTION TO HONOR THE INGHAM [COMMUNITY HEALTH CENTERS BOARD](#) OF DIRECTORS ON THEIR TEN YEAR ANNIVERSARY
19. HUMAN SERVICES COMMITTEE – RESOLUTION HONORING DORIS [GOODMAN](#)
20. HUMAN SERVICES AND FINANCE COMMITTEES – RESOLUTION TO ENTER INTO A MICHIGAN [GROUNDWATER STEWARDSHIP PROGRAM](#) (MGSP) CLEAN SWEEP PROGRAM AGREEMENT WITH THE MICHIGAN DEPARTMENT OF AGRICULTURE
21. HUMAN SERVICES, COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING AN AMENDMENT TO RESOLUTION #12-150 WITH [GAV ASSOCIATES, INC.](#) TO WRITE UP PRELIMINARY CONSTRUCTION DOCUMENTS FOR ALTERATIONS AND RENOVATIONS AT WILLOW HEALTH CENTER
22. HUMAN SERVICES COMMITTEE – RESOLUTION IN SUPPORT OF THE VOLUNTEERS OF [AMERICA MICHIGAN](#) OPERATING A PACE PROGRAM IN THE LANSING AREA
23. HUMAN SERVICES, COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE AN AGREEMENT WITH THE MICHIGAN PUBLIC HEALTH INSTITUTE (MPHI) TO IMPLEMENT THE MICHIGAN PATHWAYS TO [BETTER HEALTH GRANT](#)

24. JUDICIARY, COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING AN AMENDMENT TO RESOLUTION #10-353 WITH GAV ASSOCIATES TO PROVIDE [ARCHITECTURAL & ENGINEERING](#) SERVICES FOR RENOVATIONS TO THE INGHAM COUNTY FAMILY CENTER
 25. JUDICIARY AND FINANCE COMMITTEES – RESOLUTION TO APPROVE CONTRACTS FOR [GUARDIAN AD LITEM](#) SERVICES IN THE PROBATE COURT
 26. JUDICIARY AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT WITH THE [INGHAM INTERMEDIATE](#) SCHOOL DISTRICT FOR EDUCATIONAL SERVICES AT THE INGHAM ACADEMY
 27. LAW ENFORCEMENT, JUDICIARY AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE THREE YEAR CONTRACTS FOR WESTLAW [ELECTRONIC LAW LIBRARY](#) ACCESS FOR VARIOUS INGHAM COUNTY DEPARTMENTS, OFFICES AND COURTS
 28. LAW ENFORCEMENT AND FINANCE COMMITTEES – RESOLUTION TO AMEND THE [2013 INGHAM COUNTY BUDGET](#) BY ADDING A DETECTIVE POSITION AT THE SHERIFF’S OFFICE
- 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

NOVEMBER 13, 2012 REGULAR MEETING

Board of Commissioners Room - Courthouse
Mason, Michigan - 6:30 p.m.
November 13, 2012

CALL TO ORDER:

Chairperson Copedge called the November 13, 2012, regular meeting of the Ingham County Board of Commissioners to order at 6:34 p.m. Roll was called and all Commissioners were present except: Commissioners Celentino and Tsernoglou.

PLEDGE OF ALLEGIANCE:

Students from the FFA Webberville Chapter 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 Dougan, supported by Commissioner McGrain, to approve the minutes of the October 23, 2012 meeting as submitted. Motion carried unanimously. Absent: Commissioners Celentino and Tsernoglou.

ADDITIONS TO THE AGENDA:

Late resolution making Appointments to the Youth Commission. Motion carried unanimously. Absent: Commissioners Celentino and Tsernoglou. The resolution was added as agenda item number 20.

PETITIONS AND COMMUNICATIONS:

Letter from Clinton County Board of Commissioners regarding the 911 Plan Amendment. Referred to Law Enforcement.

LIMITED PUBLIC COMMENT:

Dennis Hansen addressed the Board regarding safety concerns with the roundabout located at Park Lake Road and Burcham Road.

CLARIFICATION/INFORMATION PROVIDED BY COMMITTEE CHAIR:

Commissioner Koenig let Mr. Hansen know that she would be looking into this situation and following up with him.

CONSIDERATION OF CONSENT AGENDA:

Moved by Commissioner Dragonetti, supported by Commissioner Bahar-Cook, to adopt a consent agenda consisting of all items except items 2, 12 and 14. 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: Commissioners Celentino and Tsernoglou.

COMMITTEE REPORTS AND RESOLUTIONS:

The following resolution was introduced by the County Services Committee:

RESOLUTION CONGRATULATING THE FFA CHAPTER OF WEBBERVILLE

RESOLUTION #12-358

NOVEMBER 13, 2012 REGULAR MEETING

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: Yeas: Holman, Grebner, Celentino, De Leon, Vickers

Nays: None **Absent:** Schor **Approved 11/8/12**

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

The following resolution was introduced by the County Services Committee:

**RESOLUTION HONORING JOHN DAHER, SUPERVISOR,
LANSING CHARTER TOWNSHIP**

RESOLUTION #12-359

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,

NOVEMBER 13, 2012 REGULAR MEETING

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: Yeas: Holman, Grebner, Celentino, De Leon, Vickers
Nays: None **Absent:** Schor **Approved 11/8/12**

Adopted as part of the consent agenda.

The following resolution was introduced by the County Services Committees:

**RESOLUTION APPROVING THE
LAKE LANSING PARK-NORTH DEER MANAGEMENT PLAN**

RESOLUTION #12-360

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 staff 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

NOVEMBER 13, 2012 REGULAR MEETING

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: Yeas: Holman, Grebner, Celentino, De Leon, Vickers

Nays: None **Absent:** Schor **Approved 11/8/12**

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 #12-361

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 the 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: Yeas: Holman, Grebner, Celentino, De Leon, Vickers

Nays: None **Absent:** Schor **Approved 11/8/12**

Adopted as part of the consent agenda.

**INGHAM COUNTY
DEPARTMENT OF TRANSPORTATION AND ROADS**

LIST OF CURRENT PERMITS ISSUED

PERMIT SUPERVISOR: _____

NOVEMBER 13, 2012 REGULAR MEETING

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

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

RESOLUTION #12-362

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: Yeas: Holman, Grebner, Celentino, De Leon, Vickers

Nays: None **Absent:** Schor **Approved 11/8/12**

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

Nays: None **Absent:** Nolan **Approved 11/7/12**

Adopted as part of the consent agenda.

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

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

RESOLUTION #12-363

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.

NOVEMBER 13, 2012 REGULAR MEETING

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: Yeas: Holman, Grebner, Celentino, De Leon, Vickers

Nays: None **Absent:** Schor **Approved 11/8/12**

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

Nays: None **Absent:** Nolan **Approved 11/7/12**

Adopted as part of the consent agenda.

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

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

RESOLUTION #12-364

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:

Year 1 – 2012 – 2013	\$ 39,616.00
Year 2 – 2013 – 2014	\$ 39,616.00
Year 3 – 2014 – 2015	\$ 44,018.00
Total cost for 3 years	\$ 123,250.00

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.

NOVEMBER 13, 2012 REGULAR MEETING

COUNTY SERVICES: Yeas: Holman, Grebner, Celentino, De Leon, Vickers

Nays: None **Absent:** Schor **Approved 11/8/12**

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

Nays: None **Absent:** Nolan **Approved 11/7/12**

Adopted as part of the consent agenda.

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

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

RESOLUTION #12-365

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: Yeas: Holman, Schor, Grebner, Celentino, De Leon, Vickers

Nays: None **Absent:** None **Approved 11/8/12**

NOVEMBER 13, 2012 REGULAR MEETING

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

Nays: None **Absent:** Nolan **Approved 11/7/12**

Adopted as part of the consent agenda.

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

RESOLUTION APPROVING AMENDED USER FEES FOR THE HAWK ISLAND SNOW PARK

RESOLUTION #12-366

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:

Rates During Operational hours	Tubing Hill	Ski/Snowboarding Hill	
		1 p.m. to close	Open to close
Adult (age 13 and up)	\$7/2 hours	\$10	\$15
Child (age 12 and under)	\$5/2 hours	\$8	\$10
Family (2 adults and 2 children)	\$20/2 hours \$3 for each additional child	\$30 \$4 for each additional child	\$40 \$5 for each additional child
Group (30 – 100 people)	\$5/person/2 hours	\$8/each	\$13/each
	Prior to 12/15	After 12/15	
Season Pass – Adult (age 13 and up)	\$85	\$99	
Season Pass – Child (age 12 and under)	\$60	\$74	
Rates During Non-Operational Hours (By Reservation Only)			
Group (1 – 50 people)	\$299/2 hours		
Group (50 + people)	\$399/2 hours		
Each additional hour	\$99		

COUNTY SERVICES: Yeas: Holman, Schor, Grebner, Celentino, De Leon, Vickers

Nays: None **Absent:** None **Approved 11/8/12**

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

Nays: None **Absent:** Nolan **Approved 11/7/12**

NOVEMBER 13, 2012 REGULAR MEETING

Adopted as part of the consent agenda.

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

**RESOLUTION APPROVING AMENDMENT #5
TO THE HAWK ISLAND TUBING HILL PROJECT AGREEMENT**

RESOLUTION #12-367

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: Yeas: Holman, Schor, Grebner, Celentino, De Leon, Vickers

Nays: None **Absent:** None **Approved 11/8/12**

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

Nays: None **Absent:** Nolan **Approved 11/7/12**

Adopted as part of the consent agenda.

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

**RESOLUTION APPROVING THE ESTABLISHMENT
OF A PROPERTY ASSESSED CLEAN ENERGY PROGRAM**

RESOLUTION #12-368

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

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.

NOVEMBER 13, 2012 REGULAR MEETING

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.

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 _____

NOVEMBER 13, 2012 REGULAR MEETING

NAYS: Commissioners _____

RESOLUTION DECLARED ADOPTED.

Mike Bryanton
County Clerk

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: Tabled at County Services 11/8/12

FINANCE: Yeas: Grebner, McGrain, Bahar-Cook, Tennis, Dougan
Nays: None **Absent:** Nolan **Approved 11/7/12**

Moved by Commissioner Holman, supported by Commissioner McGrain, to adopt the resolution. Motion carried on a unanimous roll call vote. Absent: Commissioners Celentino and Tsernoglou.



INGHAM COUNTY, MICHIGAN PROPOSED PACE PROGRAM

September 7, 2012



MILLER
CANFIELD

TABLE OF CONTENTS

	<u>Page</u>
Executive Summary	1
Lean & Green Michigan™ PACE Program Report.....	2
APPENDIX A – PACE Special Assessment Agreement	9
APPENDIX B – PACE Program Application	25
APPENDIX C – Program Eligibility Checklist.....	30
APPENDIX D – PACE Special Assessment Parcel	31
APPENDIX E – PACE Special Assessment Roll.....	32
APPENDIX F – Payment Schedule.....	33
APPENDIX G – Lender Consent and Acknowledgement	34
APPENDIX H – Description of Improvements.....	36
APPENDIX I – Source of Private Financing.....	37

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.



INGHAM COUNTY, MICHIGAN

PACE PROGRAM REPORT

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.

SPACE ABOVE FOR RECORDING PURPOSES_____

PACE SPECIAL ASSESSMENT AGREEMENT

between

INGHAM COUNTY, MICHIGAN

and

Dated _____, 20____

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I (Definitions).....	11
ARTICLE II (Description of Improvements)	13
ARTICLE III (Covenants of <u>NAME OF ENTITY</u>).....	13
ARTICLE IV (Covenants of Ingham County).....	13
ARTICLE V (PACE Special Assessment)	14
ARTICLE VI (Conditions Precedent)	17
ARTICLE VII (Representations and Warranties).....	18
ARTICLE VIII (Default)	19
ARTICLE IX (Miscellaneous).....	20

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:
- (b) “**Act 270**” means Act No. 270, Public Acts of Michigan, 2010, commonly referred to as the PACE Act.
- (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 LAGM™ PACE Program pursuant to Act 270.

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

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

ARTICLE II

DESCRIPTION OF IMPROVEMENTS

Section 1.02 Description of Improvements

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

ARTICLE III

COVENANTS OF name of entity

Section 1.03 Acquisition, Construction and Installation of the Project

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

ARTICLE IV

COVENANTS OF INGHAM COUNTY

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

ARTICLE V

PACE SPECIAL ASSESSMENT

Section 1.05 **PACE Special Assessment Created**

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

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

Section 1.06 **Agrees to PACE Special Assessment; Waiver**

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

special assessment installments, or any other theory or claim. NAME OF ENTITY further waives notice of hearing and the right to file objections.

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

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

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

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

Section 1.07 Lien

(a) The PACE special assessment is an obligation with respect to the Special Assessment Parcel, and shall, until paid, be and continue to be a lien upon all such property assessed for the amount of the PACE special assessment and all interest and charges apportioned to such property which may accrue thereon. Such lien shall be of the same character and effect as liens created pursuant to the General Property Tax Act, and shall be treated as such with respect to procedures for collection, including accrued interest and penalties. The PACE special

assessment confirmed hereby is a debt to Ingham County that has been assigned to NAME OF ENTITY and its successors in interest, lessees, purchasers and assigns. The transfer of title to all or any part of the Special Assessment Parcel shall not, in and of itself, trigger an acceleration of the PACE special assessment. No judgment or decree shall destroy or impair any lien of the County upon the premises assessed for such amount of the assessment as may have been equitably or lawfully charged and assessed thereon. Failure of NAME OF ENTITY or any subsequent property owner to receive any notice required to be sent shall not invalidate any PACE special assessment or the Special Assessment Roll and shall not be a jurisdictional requirement.

Section 1.08 Installment Payments

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

Section 1.09 Delinquent Payments

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

Section 1.10 Use of Assessment

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

Section 1.11 Invalidity; Cure

(a) In the event of any invalidity of the PACE special assessment because of irregularity in the proceedings, or the adjudgment of the PACE special assessment as illegal by a court of competent jurisdiction, the Authorized Official may cause a new special assessment to be made for the Improvements, and NAME OF ENTITY, on behalf of itself and its successors in interest, lessees, purchasers, and assigns with respect to all or any part of the Improvements as reasonably determined by the County, hereby waives any objections to and agrees to the imposition of such new PACE special assessment. [Authorized Official to make modifications

for owner-arranged financing to limit discretion to change Special Assessment Roll and to obligate itself to revise the Special Assessment Roll to ensure owner-arranged financial institution is made whole.]

ARTICLE VI

CONDITIONS PRECEDENT

Section 1.12 Conditions Precedent to Ingham County's Obligations

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

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

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

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

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

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

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

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

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

Section 1.13 Representations and Warranties of Ingham County

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

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

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

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

Section 1.14 Representations and Warranties of NAME OF ENTITY

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

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

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

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

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

ARTICLE VIII

DEFAULT

Section 1.15 NAME OF ENTITY **Default**

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

Section 1.16 **Remedies**

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

Section 1.17 **Ingham County's Default**

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

Section 1.18 **Remedies**

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

Section 1.19 Waiver

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

ARTICLE IX

MISCELLANEOUS

Section 1.20 Term

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

Section 1.21 Assignment of this Agreement

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

Section 1.22 Notices

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

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

With a copy to: Ingham County
Ingham County Court House
P.O. Box 319
Mason, MI 48854
Attn: Corporation Counsel

If to NAME OF ENTITY:

_____, _____

Attn: _____

With a copy to:

_____, _____

Attn: _____

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

Section 1.23 Amendment and Waiver

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

Section 1.24 Entire Agreement

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

Section 1.25 Execution in Counterparts

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

Section 1.26 Captions

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

Section 1.27 Applicable Law

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

Section 1.28 Mutual Cooperation

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

Section 1.29 Binding Effect

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

Section 1.30 Force Majeure

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

Witnessed as to both
signatures by:

Ingham County, Michigan
Municipal corporation

Signature of:

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

Signature of:

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

APPENDIX B

Lean & Green Michigan™ PACE Program Application

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

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

The property eligibility requirements are as follows:

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

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

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

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

An appropriate ratio must be determined for the amount of assessment in relation to the assessed value of the property. The ratio 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.

Applicant Information
(Use attachments as necessary)

1. Property Owner(s) Legal Name(s) (as they appear on property tax records)

	Name	Parcel #
Owner 1	_____	_____
Owner 2	_____	_____
Owner 3	_____	_____

2. Property Owner(s) Contact Information

Name	Address	E-mail Address	Telephone No.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. Property Owner(s) Type

☐ Individual ☐ LLP ☐ LLC
☐ Corporation ☐ 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):

	Amount of Mortgage	Name of Mortgage Holder
First Mortgage	\$_____	_____
Second Mortgage	\$_____	_____
Other	\$_____	_____
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.)

Amount	Type	End Date
\$_____	_____	_____
\$_____	_____	_____
\$_____	_____	_____
Total: \$_____		

8. Requested Assessment Amount

Energy Project \$ _____

Energy Audit \$ _____

Engineering/Architect Plans \$ _____

Building Permit Fees \$ _____

Other (Please explain) \$ _____

Total \$ _____

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.

APPENDIX C

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).

APPENDIX D

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

[PROJECT SPECIFIC]

Parcel

Tax Parcel I.D. No.: _____.

**PACE Special Assessment Roll
APPENDIX E**

APPENDIX E

PACE SPECIAL ASSESSMENT ROLL

[PROJECT SPECIFIC]

APPENDIX F
PAYMENT SCHEDULE
[PROJECT SPECIFIC]

Lender Consent and Acknowledgement
APPENDIX G

APPENDIX G

Lender Consent and Acknowledgement of Owner Participation in
Ingham County, Michigan PACE Program¹

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]

NOVEMBER 13, 2012 REGULAR MEETING

The following resolution was introduced by the Finance Committees:

RESOLUTION TO EXTEND A POLICY ON COST INCREASES FOR SERVICE RELATED CONTRACTS IN INGHAM COUNTY

RESOLUTION #12-369

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.

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.

NOVEMBER 13, 2012 REGULAR MEETING

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**

Adopted as part of the consent agenda.

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

RESOLUTION AUTHORIZING 2013 AGREEMENTS FOR COMMUNITY AGENCIES

RESOLUTION #12-370

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**

NOVEMBER 13, 2012 REGULAR MEETING

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

Nays: None

Absent: Nolan

Approved 11/7/12

Moved by Commissioner Nolan, supported by Commissioner Koenig, to adopt the resolution.

Commissioner Bahar-Cook, disclosed that the Community Agency, Greater Lansing Food Bank, is a client.

Commissioner Tennis, disclosed that his firm represents the State Alliance of YMCA.

Commissioner McGrain, disclosed the Director of the Northwest Initiative is on the Board of the organization he works for.

Motion to adopt the resolution carried unanimously. Absent: Commissioners Celentino and Tsernoglou.

NOVEMBER 13, 2012 REGULAR MEETING

ORGANIZATION	PROGRAM	2013 REQUEST	2012 AMT. RECEIVED	2013 CONTROLLER RECOMMENDATION	2013 HUMAN SERVICES COMMITTEE RECOMMENDATION	2013 FINANCE COMMITTEE RECOMMENDATION
Addiction Relief & Supported Recovery, Inc.	ARSR Support Services: Assist recovering homeless addicts and alcoholics by providing safe, sober housing and support services.	\$11,000.00	\$5,000.00	\$11,000.00	\$11,000.00	\$11,000.00
Advent House Ministries	Weekend Day shelter Program: Food, shelter, educational and employment services to homeless people.	\$8,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$8,000.00
Boys & Girls Club of Lansing	Food Program: To provide Food to Youth throughout the year. Also, Lansing School District's "summer Food Nutrition Program" to provide school lunches for 5 weeks in the summer. Emergency food packages to families on Fridays for weekend food.	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00	\$5,200.00
Capital Area Community Services, Inc.	Low Income Heating Assistance: Direct home heating assistance for low income individuals in rural Ingham County with an emphasis on seniors 60+ in age.	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00
Capital Area Literacy Coalition	Literacy Services for Adults and Children: Free, confidential literacy diagnosis, children's books, mentoring and one-on-one tutoring resulting in increased literacy skills.	\$3,500.00	\$2,250.00	\$1,125.00	\$1,125.00	\$1,125.00

NOVEMBER 13, 2012 REGULAR MEETING

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.	\$1,800.00	\$1,000.00	\$500.00	\$1,000.00	\$1,000.00
Cristo Rey Community Center	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.	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Cristo Rey Community Center (NEW)	Direct Assistance Food					
	Pantry Program: Provide food to low income individuals or families with Lansing addresses.	\$4,000.00	\$0.00	\$4,000.00	\$4,000.00	\$4,000.00
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.	\$15,000.00	\$14,000.00	\$15,000.00	\$15,000.00	\$15,000.00

NOVEMBER 13, 2012 REGULAR MEETING

Gateway Community Services	Crossroads Homeless Youth Shelter: Personnel costs associated with the Crossroads Shelter for homeless teenagers.	\$15,300.00	\$15,300.00	\$15,300.00	\$15,300.00	\$15,300.00
	Gardening and Gleaning Program: 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.	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00
Greater Lansing Food Bank - Garden Project						
Greater Lansing Housing Coalition (NEW)	Ballentine Apartment Program: Program based housing to homeless with special needs.	\$7,050.00	\$0.00	\$7,050.00	\$7,050.00	\$7,050.00
Habitat for Humanity of Greater Ingham County	Construction Truck: Purchase a reliable truck for construction.	\$7,500.00	\$7,500.00	\$3,750.00	\$3,750.00	\$3,750.00
Haven House	Emergency Shelter for Homeless Families with Children: 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.	\$10,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$10,000.00

NOVEMBER 13, 2012 REGULAR MEETING

Lansing Area Aids Network	HIV/AIDS Care and Prevention Services: 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.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Lansing Area Parents' Respite Center, Inc.	Lifespan Respite Programs: 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.	\$3,000.00	\$3,000.00	\$1,500.00	\$1,500.00	\$1,500.00
Leslie Outreach, Inc.	Food Pantry: Provide services to low-income families including food assistance, medical referrals/assistance, blankets, clothing, housing referrals/assistance, transportation and other services.	\$1,250.00	\$1,000.00	\$1,250.00	\$1,250.00	\$1,250.00
Listening Ear of East Lansing, Inc. (LATE)	Ongoing Crisis Intervention: Ongoing crisis intervention counseling; short term, paraprofessional counseling and advocacy for survivors of sexual assault and their significant others.	\$7,000.00	\$3,175.00	\$0.00	\$2,000.00	\$2,000.00

NOVEMBER 13, 2012 REGULAR MEETING

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.	\$10,000.00	\$5,500.00	\$2,750.00	\$4,000.00	\$4,000.00
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.	\$12,820.00	\$12,820.00	\$12,820.00	\$12,820.00	\$12,820.00
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.	\$12,000.00	\$17,000.00	\$12,000.00	\$12,000.00	\$12,000.00
Northwest Initiative / dba Northwest Lansing Healthy Communities	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.	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00
Refugee Development Center	Bridges: Basic Needs supplies and assistance Outreach and Referral.	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
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.	\$2,700.00	\$1,350.00	\$675.00	\$1,225.00	\$1,225.00

NOVEMBER 13, 2012 REGULAR MEETING

Rural Family Services of Ingham County	Rural Family Services Grant: Emergency food, personal needs, and emergency shelter and utility payments for low-income county residents.	\$14,000.00	\$12,000.00	\$14,000.00	\$14,000.00	\$14,000.00
Southside Community Coalition	Providing Basic Needs to Low Income Families: Food, clothing, housing.	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
Southside Community Kitchen	Feeding the Hungry: Provide nutritious lunches, free of charge, four days per week to anyone who is hungry.	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00
St. Vincent Catholic Charities	St. Vincent Catholic Charities: Mental health counseling to homeless people in the Permanent Supportive Housing Program.	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$2,500.00
Stockbridge Community Outreach	Stockbridge Outreach: Ingham County Grant: Food, utility payments, assistance, prescriptions, and transportation.	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Westside Community YMCA	"Y" Achievers Program: Assisting youth in making a successful transition from high school to college.	\$4,500.00	\$1,000.00	\$500.00	\$1,000.00	\$1,000.00
TOTAL:		\$212,620.00	\$177,095.00	\$180,920.00	\$185,720.00	\$185,720.00

NOVEMBER 13, 2012 REGULAR MEETING

The following resolution was introduced by the Human Services Committee:

RESOLUTION HONORING MARILYN LOVE

RESOLUTION #12-371

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**

Adopted as part of the consent agenda.

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

RESOLUTION TO AUTHORIZE A COOPERATIVE CASH MATCH AGREEMENT WITH THE MICHIGAN DEPARTMENT OF HUMAN SERVICES - MICHIGAN REHABILITATION SERVICES

RESOLUTION #12-372

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.

NOVEMBER 13, 2012 REGULAR MEETING

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.

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**

Adopted as part of the consent agenda.

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

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE LEASE AGREEMENT
FOR THE WILLOW HEALTH CENTER**

RESOLUTION #12-373

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.

NOVEMBER 13, 2012 REGULAR MEETING

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**

Adopted as part of the consent agenda.

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

**RESOLUTION TO AUTHORIZE A
2012-2013 AGREEMENT WITH THE CITY OF LANSING**

RESOLUTION #12-374

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

NOVEMBER 13, 2012 REGULAR MEETING

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**

Adopted as part of the consent agenda.

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

**RESOLUTION REQUESTS PERMISSION FOR THE INGHAM COUNTY SHERIFF'S OFFICE
TO ACCEPT THE FY 2012 SCAAP GRANT**

RESOLUTION #12-375

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**

Adopted as part of the consent agenda.

The following resolution was introduced by the County Services Committee:

RESOLUTION MAKING APPOINTMENTS TO THE YOUTH COMMISSION

RESOLUTION #12-376

NOVEMBER 13, 2012 REGULAR MEETING

WHEREAS, several vacancies exist on the Youth Commission; and

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

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

Tristian Walker, 1820 Lyons Avenue, Apt. #3, Lansing, 48910

to the Youth Commission to a term expiring August 31, 2015 and

Hailey Oberlin, 2220 Dunlap Street, Lansing, 48910

to the Ingham County Youth Commission to a term expiring August 31, 2014.

COUNTY SERVICES: Yeas: Holman, Schor, Grebner, Celentino, De Leon, Vickers

Nays: None **Absent:** None **Approved 11/8/12**

Adopted as part of the consent agenda.

SPECIAL ORDERS OF THE DAY:

Moved by Commissioner McGrain, supported by Commissioner De Leon, to make the following appointments:

Community Health Center Board

Michael Dayringer

Women's Commission

Rachel Asbury
LaVerne Mickel

Motion carried unanimously. Absent: Commissioners Celentino and Tsernoglou.

PUBLIC COMMENT:

Andy Levin said thanks to the Board and County staff for all the support with the Pace Program.

COMMISSIONER ANNOUNCEMENTS:

Commissioner Schor commended Andy Levin on the Pace Program.

Commissioner Dougan gave condolences of the passing of Donna Graves, widow of Jerry Graves, former Lansing Mayor.

Commissioner De Leon congratulated Sarah Anthony and Kara Hope on their successful campaigns this year for County Commissioners.

Commissioner Grebner announced that the Finance Committee meeting will be held on Monday, November 26, 2012 at 6:00 p.m. He also welcomed and congratulated Randy Maiville on his recent County Commissioner win.

Chairperson Copedge congratulated Andy Schor on his election as State Representative.

Sarah Anthony and Kara Hope addressed the Board and stated that they are looking forward to the coming year on the Board.

NOVEMBER 13, 2012 REGULAR MEETING

Commissioner Bahar-Cook announced that Silver Bells in the City will be held on Friday, November 16, 2012 in downtown Lansing.

CONSIDERATION AND ALLOWANCE OF CLAIMS:

Moved by Commissioner McGrain, supported by Commissioner Vickers, to approve payment of the claims submitted by the County Clerk and Financial Services Department in the amount of \$2,085,550.23. Motion carried unanimously. Absent: Commissioners Celentino and Tsernoglou.

ADJOURNMENT:

The meeting was adjourned 7:14 p.m.

DALE COPEDGE, CHAIRPERSON

MIKE BRYANTON, INGHAM COUNTY CLERK

Cathy Haskins, Clerical Services Supervisor

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING DALE RUTTAN, VEVAY TOWNSHIP TRUSTEE

RESOLUTION #12-

WHEREAS, Dale Ruttan proudly served his country in Viet Nam and was awarded the purple heart for his sacrifices and meritorious service; and

WHEREAS, upon retiring from his position as an Accountant at the Ingham County Road Commission, Dale embarked on another career as Treasurer of the County Road Association Self Insurance Fund from which he recently retired; and

WHEREAS, Dale served as a Trustee for Vevay Township from July 9, 1998 through November 20, 2012, during this time he served on the Township's Zoning Board of Appeals and Planning Commission; and

WHEREAS, Dale's input on the Planning Commission, on behalf of the community, was invaluable and instrumental in updating the Township's Comprehensive Development Plan and Zoning Ordinance; and

WHEREAS, as a member of the Township Board, Dale's knowledge and insight in all fiscal matters was greatly respected by his fellow board members, his financial expertise was incalculable in maintaining the financial health of the township, thereby eliminating the need for increasing revenues.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Dale Ruttan for his years of service as a Trustee for Vevay Township and appreciates the contributions he has made to the citizens of Ingham County.

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

COUNTY SERVICES: Yeas: Holman, Grebner, Celentino, De Leon, Vickers

Nays: None **Absent:** Schor **Approved 11/20/12**

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING RONALD J. WEESIES, VEVAY TOWNSHIP SUPERVISOR

RESOLUTION #12-

WHEREAS, Ronald J. Weesies served as Supervisor for Vevay Township for the period of November 20, 2000 through August, 2, 2012; and

WHEREAS, as Township Supervisor, Ron initiated an extensive review and update of the Township's Comprehensive Development Plan by encouraging citizen involvement through public forums and surveys, thereby creating a forum foundation for the future development of Vevay Township; and

WHEREAS, under his leadership, a new zoning ordinance was drafted and adopted based on the Comprehensive Development Plan and the needs of the residents of the Township, again through extensive citizen involvement; and

WHEREAS, Ron also initiated the establishment of a Recreation Committee which resulted in the development and subsequent adoption of a Community Recreation Plan, which enables the Township to qualify for Recreational Grant Funds through the State of Michigan, again making every effort to include citizen involvement through surveys and public meetings; and

WHEREAS, as a member of the Board of Directors of the Ingham County Chapter of the Michigan Townships' Association, Ron was a strong supporter of the furthering of good governance by township officials; and

WHEREAS, as Township Supervisor, Ron conducted the duties of his office with integrity, fairness and a knowledge of the issues before the Township; and

WHEREAS, as a member of the governing body, he endeavored to make educated, lawful and thoughtful decisions for the greater good of the citizens of Vevay Township.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Ronald J. Weesies for his years of service as Supervisor of Vevay Township and for the contributions he has made to the citizens of Ingham County.

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

COUNTY SERVICES: Yeas: Holman, Grebner, Celentino, De Leon, Vickers
Nays: None **Absent:** Schor **Approved 11/20/12**

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPROVING THE APPOINTMENT OF SANDRA DARGATZ
AS THE MANAGER OF THE INGHAM COUNTY FAIR**

RESOLUTION #12-

WHEREAS, the position of Fair Manager is currently vacant; and

WHEREAS, an interview panel consisting of Fair Board members and County Commissioners, working with the Ingham County Human Resources Department and the Controller/Administrator's Office solicited applications and interviewed candidates; and

WHEREAS, the interview panel has recommended Sandra Dargatz to be the new Fair Manager; and

WHEREAS, at their November 13, 2012 meeting, the Fair Board voted to recommend to the Board of Commissioners the appointment of Sandra Dargatz as Fair Manager.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the appointment of Sandra Dargatz as Manager of the Ingham County Fair effective December 10, 2012.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners wishes Sandra Dargatz well as she assumes her new duties.

COUNTY SERVICES: Yeas: Holman, Grebner, Celentino, De Leon, Vickers

Nays: None **Absent:** Schor **Approved 11/20/12**

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION MAKING APPOINTMENTS TO THE YOUTH COMMISSION

RESOLUTION #12-

WHEREAS, several vacancies exist on the Youth Commission; and

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

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

Peter Atkins, 1601 Sunnyside Avenue, Lansing, 48910

to the Ingham County Youth Commission to a term expiring August 31, 2014.

COUNTY SERVICES: Yeas: Holman, Grebner, Celentino, De Leon, Vickers

Nays: None **Absent:** Schor **Approved 11/20/12**

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 the 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 November 7, 2012 as submitted.

COUNTY SERVICES: Yeas: Holman, Grebner, Celentino, De Leon, Vickers

Nays: None **Absent:** Schor **Approved 11/20/12**

**INGHAM COUNTY
DEPARTMENT OF TRANSPORTATION AND ROADS**

DATE: Novem

LIST OF CURRENT PERMITS ISSUED

[illegible]

PERMIT SUPERVISOR: _____

MANAGING DIRECTOR: _____

Introduced by County Services and Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPROVING PROCEEDING TO CLOSE ON THE OPEN SPACE CONSERVATION
EASEMENT DEED FOR THE KIRK MELHAFF AND WENDY VILLAREAL PROPERTY**

RESOLUTION #12-

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

WHEREAS, the Ingham County Board of Commissioners adopted the Ingham County Open Space Preservation Purchase of Development Rights Ordinance adopted by Resolution #10-99 on April 13, 2010; and

WHEREAS, the Ingham County Open Space Preservation Purchase of Development Rights Ordinance authorized the establishment of the Ingham County Farmland and Open Space Preservation Board to oversee the Farmland and Open Space Preservation Program; and

WHEREAS, in the course of implementing the Ingham County Open Space Preservation Purchase of Development Rights Ordinance, the Ingham County Farmland and Open Space Preservation Board established Open Space Selection Criteria for ranking landowner applications to the Ingham County Farmland and Open Space Preservation Program and was approved by the Board of Commissioners by Resolution #12-188 on June 26, 2012; and

WHEREAS, the Ingham County Farmland and Open Space Preservation Board has scored and ranked all open space applications received for the 2010 cycle and wishes to proceed with closing the Kirk Mehlhaff and Wendy Villareal Property for an amount not to exceed \$54,000.00, in Onondaga Township; and

WHEREAS, the Ingham County Farmland and Open Space Preservation Board has funding in place to purchase Conservation Easement Deeds on Open Space properties in Ingham County.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves proceeding to close on the Kirk Mehlhaff and Wendy Villareal Property for an amount not to exceed \$54,000.00 utilizing funds from the Farmland and Open Space Preservation Millage.

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

COUNTY SERVICES: Yeas: Holman, Grebner, Celentino, De Leon, Vickers

Nays: None **Absent:** Schor **Approved 11/20/12**

FINANCE: Finance will meet 11/26/12

Introduced by County Services and Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPROVING THE MODEL OPEN SPACE PERMANENT CONSERVATION
EASEMENT DEED AS THE MECHANISM TO ENFORCE AND RESTRICT INGHAM COUNTY
OPEN SPACE PROPERTIES**

RESOLUTION #12-

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

WHEREAS, the Ingham County Board of Commissioners adopted the Ingham County Open Space Preservation Purchase of Development Rights Ordinance adopted by Resolution #10-99 on April 13, 2010; and

WHEREAS, the Ingham County Open Space Preservation Purchase of Development Rights Ordinance authorized the establishment of the Ingham County Farmland and Open Space Preservation Board to oversee the Farmland and Open Space Preservation Program; and

WHEREAS, the Farmland and Open Space Preservation Board have been working to develop language for the Model Open Space Permanent Conservation Easement Deed and approved such language at their August 2012 meeting; and

WHEREAS, the Ingham County Farmland and Open Space Preservation Board will be seeking legal counsel approval on each Permanent Conservation Easement Deed prior to all closings.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the Farmland and Open Space Preservation Board to use the Model Open Space Permanent Conservation Easement Deed as the mechanism to enforce and restrict Ingham County Open Space Properties, as attached.

COUNTY SERVICES: Yeas: Holman, Grebner, Celentino, De Leon, Vickers

Nays: None **Absent:** Schor **Approved 11/20/12**

FINANCE: Finance will meet 11/26/12

INGHAM COUNTY FOSP PROGRAM MODEL CONSERVATION EASEMENT FOR THE OPEN SPACE PROGRAM

THIS IS A MODEL CONSERVATION EASEMENT (CE) AND IS GENERIC. THE PARTS HIGHLIGHTED IN YELLOW NEED TO BE CONSIDERED AND WRITTEN SPECIFICALLY FOR EACH INDIVIDUAL CE.

PERMANENT CONSERVATION EASEMENT DEED

This Permanent Conservation Easement Deed (hereinafter referred to as "Conservation Easement") is made this _____ day of _____, 2012 by and between XXXX [Name of owner, owners, or authorized person(s), e. g. trustee(s) (whichever is applicable), husband and wife, a single person, a trust, etc. (whichever is applicable)] (hereinafter referred to as "Grantor"), whose address is XXXX and County of Ingham, Michigan (hereinafter referred to as "Grantee"), whose address is Ingham County Farmland and Open Space Preservation Board, Post Office Box 319, Mason, MI 48854.

WHEREAS, the Grantor is the owner in fee simple of certain real property, (hereinafter referred to as "Owner's Parcel"); and

WHEREAS, Grantor desires to grant, convey and warrant a Conservation Easement over, under, upon, and across a portion of the Owner's Parcel to Grantee under the scope, terms and conditions set forth in this Conservation Easement; said portion hereinafter referred to as the "Protected Property". The portion of the Owner's Parcel not subject to this Conservation Easement is hereinafter referred to as the Exempted Area. The Protected Property and Exempted Area are legally described in **Exhibit A**. The Protected Property and Exempted Area are depicted by a map, attached hereto as **Exhibit B**. The Protected Property is xxx acres, more or less. The Protected Property is subject to any and all easements and restrictions of record; and

WHEREAS, the Grantee seeks to acquire a Conservation Easement over, under, upon, and across the Protected Property; and

WHEREAS, the Protected Property possesses open space, scenic, aesthetic, biological, ecological, natural, watershed, and agricultural (delete those that do not apply) values of prominent importance to the Grantor, the Grantee, and the public, which values are referred to as the "Conservation Values" in this Conservation Easement; and

WHEREAS, the State of Michigan has recognized the importance of protecting natural and agriculture resources through the Michigan Constitution of 1963, Article IV, and various statutes, and the Natural Resources and Environmental Protection Act of 1994, Part 21, MCL 324.2140-2144 contemplates the creation of permanent conservation easements as non-possessory interests in land or water and permits such easements to be held by governmental entities and other eligible entities;

NOW, THEREFORE, GRANTOR AND GRANTEE AGREE TO THE FOLLOWING:

I. CONVEYANCE. *For and in consideration of the sum of \$_____ and the mutual covenants recited herein, the Grantor grants, conveys and warrants to the Grantee this perpetual Conservation Easement over, under, upon and across the Protected Property. The scope, terms, and conditions of this Conservation Easement are set forth in this Conservation Easement. This Conservation Easement is a perpetual conveyance from the Grantor to the Grantee, is permanent, and runs with the land.*

II. PURPOSES OF THIS CONSERVATION EASEMENT. *The general purpose of this Conservation Easement is to ensure that the Protected Property shall be perpetually preserved in a natural condition or in a combination of natural and agricultural conditions. By way of example only, the natural condition may be woodlands, wetlands, grasslands or successional stages, or a combination of these. The open space and scenic values of the Protected Property shall be maintained. The specific purpose of the Conservation Easement is to protect, maintain, and enhance the Conservation Values of the Protected Property, in particular its open space and scenic values, its habitat for native plants and animals, its ecological and wildlife values, its natural features, its watershed values, and its agricultural values,. Any use of the Protected Property that may impair or interfere with the Conservation Values described below is expressly prohibited.*

III. CONSERVATION VALUES OF THE PROTECTED PROPERTY, ZONING, AND RELEVANT PUBLIC POLICY. *The Protected Property possesses open space, scenic, biological, ecological, natural, watershed, and agricultural (delete those that do not apply) Conservation Values of prominent importance to the Grantor, Grantee, and the public. The Protected Property is preserved pursuant to clearly defined government conservation policy and yields a significant public benefit.*

A. The Protected Property has the following Conservation Values: *(delete those Values that do not apply to the Protected Property)*

NOTE TO EVERYONE familiar with the Protected Property, including Grantor and people assisting the Grantor: It is important to include all of the Conservation Values that are *specific* to this Protected Property, but *not to include any values that do not apply* to the Protected Property. Any pertinent local governmental policy statements, goals, and laws that relate to the Conservation Values should also be included. Feel free to suggest: (i) changes to the Conservation Values listed, (ii) additions to those values listed, and (iii) deletion of any of those listed. In particular, people that have walked the Protected Property should think about the Conservation Values of the Protected Property and make any relevant suggestions.

OPEN SPACE AND SCENIC VALUES (include only those that are applicable)

1. The Protected Property preserves open space for the scenic enjoyment of the general public.
2. It is a scenic landscape with agricultural and natural character that is visible to the public from xxx Roads, both public roads, and it would be adversely affected by development.
3. It gives relief from urban and suburban closeness.
4. It is an attractive rural landscape that is located in an area that is experiencing fragmented housing development with approximately ten (10) new home sites of less than one to several acres within one mile of the Protected Property in the last 4 years.
5. The Property is desirable for development, and, if developed, it would destroy many of its Conservation Values.

WILDLIFE, ECOLOGICAL, AND HABITAT VALUES (include only those that are applicable)

1. The Protected Property preserves natural habitat for native plants and animals, including turkey and white-tailed deer.
2. It contains corridor habitat that facilitates wildlife movement through the surrounding rural landscape.
3. It contains significant, natural woodland habitat, which includes a diversity of native species, trees of many age classes and structural diversity, including a multi-story canopy, standing dead trees, and downed logs.
4. The natural woodland that exists on the Protected Property has vegetation similar to the vegetation present before settlement by Europeans.
5. Wetlands, as described in Wetland Protection, Part 303 of the Michigan Natural Resources and Environmental Code MCL 324.30301 *et seq.*, are present on the Protected Property.
6. The wetlands provide habitat for aquatic invertebrates, amphibians, reptiles and aquatic and emergent vegetation.
7. If present on the Protected Property, make a statement about rare, endangered, and threatened species, and species of special concern (give names of species).
8. If present on the Protected Property, make a statement about grassland habitat.
9. The woodland is important in the utilization and retention of atmospheric CO₂.
10. The Property is in close proximity to the following protected properties which similarly preserve natural habitat: insert names.

WATERSHED VALUES (include only those that are applicable)

1. The woodland (and other natural vegetation)(state if vegetation is other than woodland) on the Protected Property protects the _____ watershed by improving the quality and quantity of water in the watershed and in the water flowing into the ____ Rivers and Lake Michigan through reduction of soil erosion and removal of nutrients.
2. There are ____ county drains on the Protected Property.
3. It has _____ feet of frontage on the _____ (river, stream, lake).
4. The majority (or give %) of the Protected Property is in the 100-year flood plain.
5. The land protects the _____ aquifer. (Describe what areas it protects.)

AGRICULTURAL VALUES (delete if not applicable)

1. The Protected Property preserves important agricultural land.
2. Approximately ____% of the Protected Property is currently used for agriculture and it has been in agriculture for approximately _____ years.
3. It consists of approximately ____ acres of “prime farmland” (____%) and ____ acres of unique farmland (____%) as classified by the Natural Resources Conservation Service, U.S. Department of Agriculture. The soil types are described in the Baseline Document referred to in Part V below.
4. Both the township and the county have strong agricultural economies.

B. Zoning

The Protected Property is located in _____ Township. It is zoned ____ and is in a ____ Zoning District. It has this designation on the current Township, County, other? Master Plan, approved _____. _____ Township does its own zoning.

C. Relevant Public Policy

This Conservation Easement on the Protected Property advances specific public policies of promoting land conservation and will provide significant public benefit. The Protected Property is preserved pursuant to clearly delineated federal, state, and local land conservation policy. The following laws establish some of this relevant public conservation policy:

- Water Pollution Control Act of 1972, 33 USC 1251 *et seq.*
- MCL 324.30301 *et seq.* (Wetland Protection)
- MCL 324.30101 *et seq.* (Inland Lakes and Streams)
- MCL 324.36101 *et seq.* (Farmland and Open Space Preservation)
- MCL 324.9101 *et seq.* (Soil Erosion and Sedimentation Control)
- MCL 324.35501 *et seq.* (Biological Diversity Conservation)

IV. DESCRIPTIONS AND COMMITMENTS OF THE PARTIES INVOLVED

A. Grantor is the fee simple title owner of the Protected Property and is committed to preserving the Conservation Values of the Protected Property. The Grantor agrees to confine use of the Protected Property to activities consistent with the purposes of this Conservation Easement and the protection of its Conservation Values. Any use of the Protected Property that may impair or interfere with the Conservation Values described above is expressly prohibited.

B. Grantee (Ingham County): (i) is a qualified holder of this Conservation Easement, (ii) is a tax-exempt, governmental entity qualified under the Natural Resources and Environmental Protection Act (PA 451 of 1994), Part 21, Subpart 11, Conservation and Historic Preservation Easement, MCL 324.2140 *et seq.* and under Internal Revenue Code Section 170(h)(3), (iii) is committed to preserving the Conservation Values of the Property and upholding the terms of this Conservation Easement, (iv) has the resources to enforce this Conservation Easement, (v) preserves natural habitats of plants and animals, including fish and other wildlife,, and the ecosystems that support them, and (vi) preserves open space lands, including natural and agricultural lands, where such preservation is for the scenic enjoyment of the general public or pursuant to clearly delineated governmental conservation policies, or both, and where it will yield significant public benefit.

V. BASELINE DOCUMENT. The Conservation Values of the Protected Property are documented in a natural resource inventory, the Baseline Document, signed and dated by the

Grantor and Grantee. The Baseline Document, incorporated herein by reference, consists of general and legal descriptions of the Protected Property, a brief history of the use of the land, a description of the soils, wetlands, prominent vegetation, specific flora and fauna and distinctive natural features of the Protected Property, maps and photographs, and a depiction of all existing human-made modifications. Each party agrees that the Baseline Document is an accurate representation of the Protected Property at the time of signing of this Conservation Easement, and each party acknowledges receipt of a copy of this Baseline Document by signing this Conservation Easement. The Baseline Document is intended to serve as an objective information baseline for monitoring the provisions of this Conservation Easement and may be used to enforce the provisions of the Conservation Easement. In any conflict between the terms of this Conservation Easement and the Baseline Document, the terms of the Conservation Easement shall prevail.

VI. PROHIBITED ACTIONS. The Protected Property is for conservation purposes and any activity on or use of the Protected Property that is inconsistent with the purposes of this Conservation Easement or is detrimental to the Conservation Values is expressly prohibited. By way of example, but not by way of limitation, the following activities and uses of the Protected Property are prohibited (delete those below that are not relevant; add any that are relevant).

Division. Any legal or *de facto* division of the Protected Property of less than 160 acres is prohibited. Any parcel resulting from a division or subdivision shall be under all the same provisions as the Conservation Easement.

Commercial Activities. Any commercial activity on the Protected Property is prohibited, except as permitted under Section VII.

Industrial Activities. Any industrial activity on the Protected Property is prohibited.

Agricultural Activities. Any agricultural activity on the Protected Property is prohibited, except as permitted under Section VII.

Structures. The construction or placement on the Protected Property of any human-made structures, such as but not limited to, buildings, fences, dams, broadcast towers, roads and parking lots is prohibited, except as permitted under Section VII.

Land Surface Alteration. There shall be no filling, excavating, grading, or mining and no removal, addition, processing or alteration of soil, sand, gravel, rock, peat, or other materials that result in alteration of the surface topography of the Protected Property, except as permitted under Section VII.

Bodies of Water, Wetlands and Ground Water. Natural bodies of water, including, but not limited to lakes, ponds, water courses, and natural wetlands, may not be altered and ground water may not be diverted, except as permitted under Section VII.

Waste and other Offensive Materials. There shall be no storage, dumping, processing, or disposal of liquid or solid waste, including, but not limited to, pesticides and other hazardous chemicals, abandoned vehicles and other human-made items, junk, trash, dead animals, and other offensive materials on the Protected Property, except for waste generated on the Protected Property and treated in a properly designed and authorized waste system. There shall be no use of the Protected Property for sanitary landfill, for underground tanks, or for the installation and use of an incinerator.

Signs and Billboards. Billboards are prohibited. Signs are prohibited except:

- to state the name of the Grantor, the address of the Property, and contact information,
- to state that the area is protected by a Conservation Easement,
- to state that trespassing or any other unauthorized entry or use is prohibited,
- to identify and interpret trails and natural features,
- to warn of the presence of dogs or other animals,
- to advertise that all or part of the Property is for sale or rent.

VII. PERMITTED USES. The Grantor retains all ownership rights that are not expressly restricted by this Conservation Easement. In particular, the following rights are reserved:

A. Right to Convey. The Grantor retains the right to sell, mortgage, bequeath,

donate, assign or lease the Protected Property as a whole. Any subsequent owner, lien holder, lessee, or other beneficiary of an interest in the Protected Property is bound by all the provisions and obligations in this Conservation Easement. Any document of conveyance, including deeds and leases, shall state the existence of and shall remain subject to the terms of this Conservation Easement and shall include a brief statement of its purpose. The Grantor will notify the Grantee of the conveyance of any interest in the Protected Property within thirty (30) days of the date the conveyance takes effect. The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

B. (Inclusion of this is CE specific) **Right to Conduct Agriculture.** The Grantor retains the right to use the Protected Property for agriculture within the Agricultural Area. The Agricultural Area is the area of the Protected Property on which agriculture may be practiced; agriculture may not be practiced outside the Agricultural Area. The Agricultural Area is depicted by a map, attached hereto as Exhibit C. Agriculture means the use of undeveloped land for the production of plants and animals useful to humans, including grains, feed crops, and field crops; forages and sod crops; dairy animals and dairy products; other livestock, including cattle, swine, sheep, equines, and other animals; poultry and poultry products; vegetables, fruits, berries, nuts, grasses, seeds, herbs, flowers; nursery stock; Christmas trees; and other similar crops. All agriculture operations shall use current, generally-accepted best management practices. Permanent buildings for agriculture, or for any other purpose, may not be erected on the land protected by this Conservation Easement. If agriculture is no longer conducted on the Protected Property, the Grantor shall undertake to convert the agricultural land to natural land with native vegetation as provided in Section VII..

C. (Inclusion of this is CE specific) **Right to Convert Vegetation.** The Grantor retains the right to convert any agricultural land to natural land with native vegetation, including trees. Conversion may occur by natural succession or by management actions such as planting, prescribed burning, and vegetation manipulation, or both. All management actions shall conform to current, generally-accepted best management practices in use at the time of the management action. Before beginning conversion, the Grantor shall provide a written plan to the Grantee for the Grantee's review and approval. The Grantor retains the right to convert any of the converted land back to agriculture at a future time.

D. (Inclusion of this is CE specific) **Right to Conduct Timber Operations.** The Grantor retains the right to conduct timber operations on the Protected Property. All timber operations must conform to current, generally-accepted best management practices for conservation and shall be conducted in a manner that is not inconsistent with the purposes of this Conservation Easement. The goals of such timbering plans and practices shall include the preservation of the conservation and scenic values of the woodlands.

E. (Inclusion of this is CE specific) **Right to Manage Vegetation in Woodlands.** All woodlands should be managed to ensure the ecological well-being of the woodlands. Current, generally-accepted best management forestry procedures should be used with emphasis on removing non-native vegetation and increasing the abundance of native trees and shrubs. Trees may be harvested.

F. (Inclusion of this is CE specific) **Right to Manage Vegetation in Grasslands.** All grasslands should be managed to ensure the ecological well-being of the grasslands. Current, generally-accepted best management procedures should be used with emphasis on removing non-native vegetation and increasing the abundance of native plants.

G. (Inclusion of this is CE specific) **Right to *De minimis* Activity.** *De minimis* activity, such as walking tours of the Protected Property, is permitted only if it is consistent with the purposes of this Conservation Easement and does not adversely affect the Conservation Values of the Protected Property.

H. Right to Use Vehicles. The Grantor retains the right to use vehicles on the Protected Property as necessary for allowed and permitted uses of the Protected Property such as agriculture, timber operations, and land restoration activities. In addition, the Grantor retains the right to use golf carts and similar small, wheeled vehicles on the Protected Property, with such use only allowed as permitted by the Grantor or the designated representative(s) of the Grantor and provided the activities do

not adversely affect the Conservation Values of the Protected Property.

I. Right to Trails. The Grantor retains the right to have unpaved, low-impact, pedestrian trails on the Protected Property provided such trails do not adversely affect the Conservation Values of the Protected Property.

J. Right to Recreational Use. The Grantor retains the right to use, and to permit others to use, the Protected Property for recreational purposes, including hunting and fishing, pursuant to applicable state and federal regulations that are in effect at the time. Any structures erected for recreational use, such as, but not limited to, blinds, tents, pond docks, and sitting platforms by ponds, shall not be permanent.

K. Right to Ponds. The Grantor retains the right to build or alter ponds provided that all current governmental rules and regulations are followed.

L. Right to Structures. Structures, such as, but not limited to, platforms, benches, tents, bridges and blinds, may be erected for recreational and conservation use, provided they are not permanent and they do not adversely affect the Conservation Values of the Protected Property.

M. (Inclusion of this is CE specific) **Right to Construct Perimeter Barriers.** The Grantor retains the right to construct perimeter barriers, for example, placement of boulders, to prevent unauthorized access to the Protected Property by vehicles or other means, provided they do not adversely affect the Conservation Values of the Protected Property and provided the plans for building the barriers are submitted and approved by the Grantee in writing before any construction commences.

N. Hydrocarbons. The Grantor retains the right to lease and extract hydrocarbons. Hydrocarbon exploration and extraction activities shall be limited to one (1) 1-acre site for every full forty (40) acres of Protected Property. The boundaries of any site shall not be closer than three hundred (300) feet of any natural water feature, including wetlands. Access roads and any other disturbance of the land associated with a well shall have minimal impact on the land and the Agricultural and Conservation Values of the Protected Property and shall not be permanent. The land shall be returned to pre-exploration and pre-extraction conditions within one (1) year from the date of discontinuance of exploration and extraction operations. Any future leases associated with the exploration and extraction of hydrocarbons shall be subordinate to all the provisions of this Conservation Easement. Grantor shall obtain written approval from Grantee, as described in Section X., for any proposed exploration and extraction activity. (Note: Grantee will accept CEs that have a provision that allows for hydrocarbon exploration and extraction on the Protected Property, if it is written appropriately, but such a provision could jeopardize the use of the CE as a tax-deductible donation. Landowners should consult with their tax advisers and other advisors for the best course of action for them.)

O. Rights Consistent with the Conservation Easement. All rights retained by the Grantor or not prohibited by this Conservation Easement are considered to be consistent with the conservation purposes of this Conservation Easement and shall be exercised so as to prevent damage to or degradation of the Conservation Values of the Protected Property.

VIII. RIGHTS OF THE GRANTEE. The Grantor conveys the following rights upon the Grantee to perpetually maintain the Conservation Values of the Property:

A. Right to Enter. The Grantee or its designated representative has the right to enter the Protected Property either directly or through the Owner's Parcel at reasonable times to monitor the provisions of the Conservation Easement. Furthermore, the Grantee or its designated representative has the right to enter the Protected Property either directly or through the Owner's Parcel at reasonable times to enforce compliance with, or otherwise exercise its rights under, this Conservation Easement. However, the Grantee or its designated representative may not unreasonably interfere with the Grantor's use and quiet enjoyment of the Protected Property. Entry to the Protected Property by the Grantee or its designated representative does not require notification of the Grantor; however, a reasonable effort will always be made to do so. The Grantee or its designated representative has no right to permit others to enter the Protected Property. The general public is not granted access to the Protected Property pursuant to this Conservation Easement. The Grantee's rights do not include the right, in absence of a judicial decree, to enter the Protected Property for the purpose of becoming an

operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U. S. C. §9601 *et seq.*

B. Right to Preserve. The Grantee has the right to prevent any activity on or use of the Protected Property that is inconsistent with the purposes of this Conservation Easement or detrimental to the Conservation Values of the Protected Property, including the right to enforce the provisions of this Conservation Easement by proceedings of law or equity, or both.

C. Right to Require Restoration. The Grantee has the right to require the Grantor to restore any part of the Protected Property that is damaged by any activity inconsistent with this Conservation Easement back to the conditions existing at the time of the granting of this Conservation Easement or to conditions acceptable to the Grantee.

IX. GRANTEE REMEDIES.

A. Grantee's Discretion. The Grantee has the discretion to enforce, delay, or forbear exercising its rights under this Conservation Easement. A delay in enforcement shall not be construed as a waiver of Grantee's right to enforce the terms of this Conservation Easement nor can such delay be used as an equitable defense in estoppel or laches.

B. Acts Beyond the Control of the Grantor. The Grantee may not bring an action against the Grantor for any changes to the Protected Property resulting from causes beyond the control of the Grantor, including, but not limited to, actions by trespassers, unauthorized actions by third parties, natural disasters such as fires, floods, storms, natural earth movements, and diseases, or the well-intentioned actions of the Grantor in response to an emergency. The Grantor has no responsibility under this Conservation Easement for such unintended modifications. Grantee reserves the right to proceed against any third party for any action in violation of this Conservation Easement.

C. Notice and Demand.

If the Grantee reasonably believes that the Grantor is in violation of this Conservation Easement or that a violation is threatened, the Grantee shall provide written notice of this to the Grantor. The written notice will identify the violation or threat of a violation and request corrective action to cure the violation or the threat of a violation and, where the Protected Property has been injured, to restore it.

If the Grantee determines that this Conservation Easement is violated or is expected to be violated and the Grantee's good-faith and reasonable efforts to notify the Grantor are unsuccessful, the Grantee may pursue its lawful remedies to mitigate or prevent harm to the Conservation Values of the Protected Property without advance notice and without waiting to give the Grantor opportunity to cure. The Grantor agrees to reimburse the Grantee for all actual costs, including attorney fees, associated with these efforts.

If the Grantee determines, at its sole and reasonable discretion, that a violation constitutes immediate and irreparable harm, no written notice is required and the Grantee may immediately pursue its legal remedies to prevent or limit harm to the Conservation Values of the Property. The Grantor agrees to reimburse the Grantee for all actual costs, including attorney fees, associated with these efforts.

D. Failure to Act.

If the Grantor does not implement the corrective measures requested by the Grantee within twenty-eight (28) days after receiving written notice, the Grantee may bring an action in law or in equity, or both, to enforce the terms of the Conservation Easement. In the case of immediate or irreparable harm, as determined solely and reasonably by the Grantee, or if the Grantor is unable to be notified, the Grantee may invoke these same remedies without notification or without waiting for the expiration of the twenty-eight (28)-day period.

The Grantee is entitled to enjoin the violation through temporary or permanent injunctive relief and to seek specific performance, declaratory relief, restitution, reimbursement of expenses, or an order compelling the Grantor to restore the Protected Property, or any combination of these. If the court determines that the Grantor has failed to comply with this Conservation Easement, the Grantor shall also reimburse the Grantee for all actual litigation costs, including all actual attorney fees, and all costs of corrective action and restoration of the Protected Property incurred by the Grantee.

E. Actual or Threatened Non-compliance. The Grantee's rights under this Section IX, Grantee Remedies, apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. The Grantor agrees that the Grantee's claim for money damages for any violation of the terms of

this Conservation Easement is inadequate. The Grantee shall also be entitled to affirmative and prohibitive injunctive relief and specific performance, both prohibitive and mandatory. The Grantee's claim for injunctive relief or specific performance for a violation of this Conservation Easement shall not require proof of actual damages to the Conservation Values.

F. Cumulative Remedies. The preceding remedies of the Grantee are cumulative. The Grantee may invoke any, or all, of the remedies if there is an actual or threatened violation of this Conservation Easement.

X. NOTIFICATION PROVISIONS. Whenever the Grantee's approval is required under this Conservation Easement, the Grantee is entitled to sixty (60) days to respond following written notification. If the Grantee fails to respond within sixty (60) days after it receives the written request, then its approval shall be deemed given. This implied approval shall not extend to any activity contrary to this Conservation Easement or impairing any Conservation Value. The Grantee's approval shall continue for three (3) years. If the approved activity is not completed within three (3) years after the date of approval, then the Grantor must resubmit the written request to the Grantee.

XI. MONITORING. The Grantee shall monitor the Protected Property to ensure that the provisions of the Conservation Easement are being followed.

XII. HAZARDOUS MATERIALS. The Grantor warrants that the Grantor has no knowledge of the existence, release, or possible release of any hazardous material on, at, beneath, or from the Protected Property (Include if relevant to CE) other than hazardous materials that are used in normal farming operations and are used and stored in accordance with all local, state, and federal rules and laws]. The Grantor agrees to hold harmless, defend and indemnify the Grantee against any litigation, claims, demands, penalties and damages, including actual attorney fees, arising from or connected with the existence, release or threatened release of any hazardous material on, at, beneath, or from the Protected Property, or arising from or connected with a violation of any environmental law by the Grantor or any previous owner of the Protected Property.

XIII. OWNERSHIP COSTS AND LIABILITIES.

The Grantor and the Grantor's heirs, successors and assigns, shall bear all costs and liabilities of any kind related to Protected Property ownership, operation, maintenance, including all taxes and assessments, and shall maintain adequate liability insurance. The Grantee shall have no liability or other obligation for costs, liabilities, taxes, assessments, or insurance of any kind related to the Protected Property. The Grantee shall not be held responsible for these or any other financial obligations on the Protected Property incurred by the Grantor.

The Grantor agrees to hold the Grantee and the Grantee's elected and appointed officials, , employees, representatives and agents harmless from any and all costs, claims or liability, including but not limited to actual attorney fees, arising from any personal injury, death, accident, negligence or damage relating to the Protected Property or its contents, any use, storage, or deposit of any hazardous material on the Protected Property, or any claim thereof. The Grantor agrees to indemnify the Grantee for any such claims arising during the term of the Grantor's ownership of the Protected Property.

XIV. SUBORDINATION. Any mortgage, lien, lease, or other claim on the Protected Property having an effective date after the date of this Conservation Easement will be subject and subordinate to the terms of this Conservation Easement.

XV. SEVERABILITY. If any provision of this Conservation Easement or the application of any provision to any person or circumstance is determined to be invalid, the remaining provisions of this Conservation Easement and their application to other persons and circumstances will not be affected and will remain in force.

XVI. SUCCESSORS.

This Conservation Easement is intended to run with the land and is binding upon, and inures to the benefit of, the Grantor's and the Grantee's heirs, assigns, and successors in interest. All subsequent owners and their personal representatives, heirs, executors, administrators, assigns, and successors in interest of the Protected Property are bound to all provisions of this Conservation Easement to the same extent as the original Grantor and Grantor's personal representatives, heirs, executors, administrators, assigns, and successors in interest of the Protected Property. The provisions of this Conservation Easement shall continue as a servitude running in perpetuity with the Protected Property, regardless whether future conveyances of the Protected Property expressly refer to this Conservation Easement.

The Grantor agrees to state in writing in any document of conveyance, including but not limited to any deed or lease, the existence of this Conservation Easement and include a brief statement of its purpose. The Owner agrees to notify the Grantee in person or by registered mail of the name and address of any party to whom the Protected Property or any interest in the Protected Property is to be transferred within thirty (30) days of the date the conveyance takes effect.

XVII. TERMINATION OF THE RIGHTS AND OBLIGATIONS OF A PARTY. A party's rights and obligations under this Conservation Easement terminate upon transfer of that party's interest in the Protected Property. Liability for acts or omissions occurring before transfer will survive the transfer.

XVIII. TRANSFER OF THE CONSERVATION EASEMENT. If the Grantee ceases to exist, or if it fails to be a qualified organization with purposes as specified in the Internal Revenue Code, 26 USC 170(h)(3), or if it is no longer authorized to acquire and hold conservation easements, or if it determines to no longer hold this Conservation Easement, then this Conservation Easement shall become vested in another qualified organization with purposes as specified in the Internal Revenue Code, 26 USC 170(h)(3) and with authority to hold this Conservation Easement in accordance with the Natural Resources and Environmental Protection Act (NREPA) (PA 451 of 1994), Part 21, Subpart 11 (Conservation and Historic Preservation Easement) (MCL 324.2140 *et seq.*) and any relevant successor sections. The Grantee's rights and responsibilities shall be assigned to any entity having similar conservation purposes to which such rights and responsibilities may be awarded under the *cy pres* doctrine. Any assignee of this Conservation Easement, and its successors or assigns, shall have the same right to assign this Conservation Easement as herein provided to the Grantee.

XIX. TERMINATION OF THE CONSERVATION EASEMENT. This Conservation Easement is intended to be perpetual. If all or any part of the Protected Property is taken by exercise of the power of eminent domain by public, corporate, or other authority, Grantor and Grantee shall join in appropriate proceedings at the time of such taking to recover the full, current value of the interests in the Protected Property being taken and all incidental or direct damages resulting from the taking. All actual expenses incurred by the parties to this Conservation Easement in connection with the taking shall be paid by the taking party. Grantor shall be compensated by the taking party for the full, current agricultural value of the Protected Property and Grantee shall be compensated by the taking party for the full, current development rights value of the Protected Property. Grantee funds shall be returned to the Ingham County Farmland and Open Space Preservation Fund.

XX. LIBERAL CONSTRUCTION. This Conservation Easement shall be liberally construed in favor of maintaining the Conservation Values of the Protected Property and in accordance with the NREPA (PA 451 of 1994), Part 21, Subpart 11 Conservation and Historic Preservation Easement, (MCL 324.2140 *et seq.*) and any relevant successor sections.

XXI. EXHIBITS. This Conservation Easement includes, and incorporates herewith, the following Exhibits:

- A. Exhibit A – Legal Description of Protection Property
- B. Exhibit B – Map of the Protected Property
- C. Exhibit C – Map of the Protected Property Agriculture Area (if applicable)

XXII. CONSERVATION EASEMENT ESTABLISHMENT AND GRANTEE QUALIFICATIONS UNDER MICHIGAN LAW AND UNITED STATES TREASURY REGULATIONS.

A. This Conservation Easement is an interest in real property and is created pursuant to the NREPA (PA 451 of 1994), Part 21, Subpart 11 Conservation and Historic Preservation Easement) (MCL 324.2140 *et seq.*).

B. This Conservation Easement is established for conservation purposes pursuant to Section 170(h) of the Internal Revenue Code, specifically 26 USC 170(h)(1)-(6), as well as 26 USC 2031(c), 26 USC 2055, and 26 USC 2522, and 26 CFR 1.170A-14 *et seq.* as amended.

C. Grantee is qualified to hold conservation easements pursuant to the NREPA (PA 451 of 1994), Part 21, Subpart 11 (Conservation and Historic Preservation Easement) (MCL 324.2140 *et seq.*) and under Internal Revenue Code 26 USC 170(h)(3), because it is a governmental entity authorized to accept lands and easements for the purpose of preserving and protecting open space, scenic, natural, recreational, agricultural, and educational values of real property; and having a commitment to protect the Conservation Values of this Conservation Easement, and the resources to enforce the restrictions hereof.

XXIII. NOTICES. For purposes of this Conservation Easement, notices shall be provided in writing to either party and delivered either by personal delivery or by U. S. Postal Service certified mail, with return receipt required, to the relevant party at the address shown at the beginning of this Conservation Easement or to the last known address of the party. All notices shall be deemed to have been duly given when delivered personally or on receiving the return receipt for the certified mail.

XXIV. MICHIGAN LAW. This Conservation Easement will be construed in accordance with Michigan Law and shall be enforceable against any subsequent owner of the Protected Property.

XXV. ENTIRE AGREEMENT. This Conservation Easement sets forth the entire agreement of the parties. It supersedes all previous discussions and understandings.

Grantor:

By: (Name of owner)(If there is more than one name, type in a signature line and notary section for each name)

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20xx
by (Name of Grantor).

) _____, Notary Public

_____ County, Michigan

My commission expires: _____

Acting in _____ County, Michigan

Grantee:

By: XXXXXX

Its: Chairperson, Ingham County Board of Commissioners
STATE OF MICHIGAN)

)ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20xx
by XXXXXX, Chairperson, County Board of Commissioners, as authorized representative of the County of
Ingham, Michigan.

_____, Notary Public

_____ County, Michigan

My commission expires: _____

Acting in _____ County, Michigan

Send subsequent tax bills to Grantor.

Drafted By:

Stacy Byers, Director
Ingham County Farmland and Open Space Preservation
Program
P.O. Box 319
Mason, MI 48854

When Recorded Return To:

Ingham County Farmland and Open Space
Preservation Board
P. O. Box 319
Mason MI 48854

Approved as to form by:

Timothy M. Perrone,
Cohl, Stoker & Toskey, P.C.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE PURCHASE OF A FULL SECURITY SUITE FOR THE
COUNTY IT NETWORK FROM SOPHOS**

RESOLUTION #12-

WHEREAS, the Department of Management Information Systems requires a full security suite installed and functional on the IT network; and

WHEREAS, after reviewing several products offered by various vendors, MIS determined SOPHOS to have the best overall quality, experience, and methodology to provide a complete IT security suite; and

WHEREAS, SOPHOS meets Criminal Justice Information security requirements, HIPPA requirements, and is currently being used by federal and local agencies for the complete security suite; and

WHEREAS, the cost to maintain just two of the four products needing to be renewed in 2014 would be \$56,000; and

WHEREAS, SOPHOS agreed to extend the 36 month contract to a 57 month contract to cover the cost of currently purchased security products that expire in 2014; and

WHEREAS, the cost for purchasing the complete security suite will result in a \$55,000 savings in FY 2014; and

WHEREAS, the total cost for this 57 month agreement would be \$55,404.00; and

WHEREAS, the Chief Information Officer recommends purchasing the SOPHOS Complete Security Suite from CDW-G under – Contract #0 for the purchase of SOPHOS Security Suite for a cost of \$55,404.00.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes the purchase of SOPHOS Complete Security Suite from CDW-G for a total cost of \$55,404.00 for a 57 month license and support contract to be paid from MIS Networking budget 636-25810-932034.

BE IT FURTHER RESOLVED, that the contract will begin on December 1, 2012 and ending on July 31, 2017.

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

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

RESOLUTION #12-

COUNTY SERVICES: Yeas: Holman, Grebner, Celentino, De Leon, Vickers
Nays: None **Absent:** Schor **Approved 11/20/12**

FINANCE: Finance will meet 11/26/12

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE PROPOSED INGHAM COUNTY ROAD AND BRIDGE PROJECTS
FOR SUBMISSION TO TRI-COUNTY REGIONAL PLANNING COMMISSION TO BE
CONSIDERED FOR INCLUSION IN THE 2014 – 2017 TRI-COUNTY REGIONAL
TRANSPORTATION IMPROVEMENT PLAN**

RESOLUTION #12-

WHEREAS, federal funding is necessary for major road reconstruction, rehabilitation and resurfacing projects, and bridge rehabilitation and replacement projects; and

WHEREAS, federal road and bridge project funding requirements include regional coordination of such projects through the Tri-County Regional Planning Commission (TCRPC), which provides regional planning services for Clinton, Eaton and Ingham Counties, and all cities and villages within those counties; and

WHEREAS, the TCRPC project selection process involves review of projects submitted by member local road agencies for regional coordination and alignment with the region's goals and objectives, and placement of projects selected for federal funding into the region's Transportation Improvement Plan (TIP); and

WHEREAS, TCRPC will be calling for projects local road agencies wish to have considered for inclusion in the next, 2014 – 2017, TIP in December, 2012; and

WHEREAS, the former Road Commission, now Ingham County Department of Transportation and Roads (ROAD DEPARTMENT) previously approved staff recommendations for road improvement projects to be submitted for possible inclusion in the region's TIP, and this approval will now be necessary by the Ingham County Board of Commissioners; and

WHEREAS, per Resolution #12-187, the County Road Advisory Board was convened for its first meeting on October 17, 2012, for, among other purposes, to advise the Board of Commissioners on projects to be submitted for federal funding; and

WHEREAS, upon reviewing the county road network needs, pavement condition ratings, traffic volumes and input from the various Townships, Road Department staff and the County Road Advisory Board recommend approval of the attached list of county road and bridge projects for submission to TCRPC to be considered for federal funding and inclusion in the 2014 – 2017 Tri-County Regional TIP.

THEREFORE, BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes Road Department staff to submit the attached list of proposed Ingham County road and bridge projects to TCRPC to be considered for federal funding and inclusion in the 2014 – 2017 Tri-County Regional TIP per the TCRPC's project selection process.

NOVEMBER 27, 2012
Agenda Item No. 9

RESOLUTION #12-

COUNTY SERVICES: Yeas: Holman, Grebner, Celentino, De Leon, Vickers
Nays: None **Absent:** Schor **Approved 11/20/12**

FINANCE: Finance will meet 11/26/12

EXISTING 2013 - 2014 & PROPOSED 2015 - 2017 FEDERAL-AID PROJECTS

2013:

	<u>Funding</u>	<u>TIP Total</u>
College Road @ Kipp Road (<i>intersection approach</i>)	HRRR	\$300,000
Zimmer Road & Grand River Avenue (<i>intersection approach</i>)	Safety	\$200,000
Zimmer Road - Grand River Avenue to Haslett Road (<i>resurface</i>)	Rural STP	\$1,210,000
Zimmer Road - Grand River bridge to Sherwood Rd (<i>resurface</i>)	Small Urban	\$320,000
Zimmer Road Bridge over Red Cedar River (<i>replace</i>)	Local Bridge	\$1,300,000
Marsh Road - M-43 to Tihart Road (<i>resurface</i>)	TEDF-F, Urban	\$706,000
Van Atta Road Bridge over the Red Cedar River (<i>replace</i>)	Local Bridge	\$985,000
Nobel Road Bridge over Doan Creek (<i>replace</i>)	Local Bridge	\$500,000
Gale Road Bridge over Willow Creek (<i>replace</i>)	Local Bridge	\$500,000
Holt Road Bridge over Deer Creek (<i>rehabilitation</i>)	Local Bridge	\$115,000
Gramer Road Bridge over the Red Cedar River (<i>rehabilitation</i>)	Local Bridge	\$275,000
Webberville Rd. Bridge over the Red Cedar River (<i>rehabilitation</i>)	Local Bridge	\$278,000

2014 (Last year of the current TIP):

Kipp Road - US-127 to J & L Railroad (<i>resurface</i>)	TEDF-A	\$400,000 ¹
Kipp Road - US-127 to Hull Road (<i>pedestrian enhancements</i>)	Safety	\$230,200 ²
Michigan Avenue - Waverly Road to City Limits (<i>resurface</i>)	Urban STP	\$800,000
Lake Lansing Road - I-69 BL to Lac du Mont Drive (<i>reconstruct</i>)	Urban STP	\$1,000,000
Rural Countywide Preservation (<i>ICDT&R force account work</i>)	Rural STP	\$400,000 ³

PENDING FUNDING APPLICATIONS:

Central Park Drive - Okemos Road to M-43 (<i>resurface</i>)	TEDF-F	\$550,000
Cornell Road & Tihart Road (<i>intersection approach</i>)	Safety	\$250,000
Williams Road & DeCamp Road (<i>intersection approach</i>)	Safety	\$200,000
Shoeman Road & Barry Road (<i>intersection approach</i>)	HRRR	\$400,000

2015 (Proposed TIP entries):

Kipp Road - J & L Railroad to Dexter Trail (<i>resurface</i>)	Urban STP	\$750,000 ¹
Bennett Road - Hagadorn Road to Okemos Road (<i>resurface</i>)	Urban STP	\$700,000
Holt Road - Washington Road to Eifert Road (<i>resurface</i>)	Urban STP	\$1,500,000 ⁵
Columbia Road Bridge over Doan Creek (<i>rehabilitation</i>)	Local Bridge	\$153,000
Meech Road Bridge over Doan Creek (<i>rehabilitation</i>)	Local Bridge	\$125,000
Clark Road Bridge over Deer Creek (<i>rehabilitation</i>)	Local Bridge	\$136,000
Hull Road Bridge over Sycamore Creek (<i>replace</i>)	Local Bridge	\$335,000
Marsh Road Bridge over CN Railroad (<i>replace</i>)	Local Bridge	\$1,250,000
Rural Countywide Preservation (<i>ICDT&R force account work</i>)	Rural STP	\$560,000

2016 (Proposed TIP entries):

Cedar Street - Aurelius Road to Willoughby Road (<i>resurface</i>)	Urban STP	\$650,000
Jolly Road - Dobie Road to Meridian Road (<i>resurface</i>)	Urban STP	\$1,000,000 ⁵
Park Lake Road - Lake Lansing Road to Co. Line (<i>resurface</i>)	Urban STP	\$650,000 ⁵
Rural Countywide Preservation (<i>ICDT&R force account work</i>)	Rural STP	\$560,000

2017 (Proposed TIP entries):

Lake Lansing Road - Hagadorn Road to I-69 BR (<i>resurface</i>)	Urban STP	\$750,000
Meridian Road - Jolly Road to M-43 (<i>resurface</i>)	Urban STP	\$950,000
Elm Road - Grand River Avenue to I-96 overpass (<i>resurface</i>)	Small Urban	\$375,000 ⁴
Rural Countywide Preservation (<i>ICDT&R force account work</i>)	Rural STP	\$560,000

NOTES:

1. The MDOT Office of Economic Development awarded 2014 TEDF-A funds to improve Kipp Road from US-127 to the Gestamp plant. Need to program 2015 Urban STP funds to complete Kipp Road from the Gestamp plant to Dexter Trail.
2. The City of Mason received 2013 STP Safety funds to provide pedestrian enhancements along Kipp Road. The city has asked if the enhancements can be included in the ICDT&R project. Need to move funds to 2014.
3. Present TIP entry contains funding equal to \$477,000. MDOT force account rules only allow for \$400,000 of force account work per year. Need to revise the 2014 TIP entry to \$400,000. Unused Rural STP funds carry over.
4. The Elm Road, Small Urban STP project is the second priority on the current TIP's illustrative list. We anticipate receiving funding within the new TIP (2015 - 2017). ICDT&R performed maintenance on the stretch of road and would propose improvements in 2017.
5. Changed proposed 2016 Meridian Township projects from Okemos Road - Mt Hope to Lake Lansing to the two illustrated projects, per Township County Road Advisory Board member request. Changed proposed 2015 Delhi Township project from Willoughby Road - Miriam Street to College Road to the illustrated project, per Township County Road Advisory Board member request.
6. The Haslett Road project (2013 funds, but advanced constructed in 2012) may need additional federal funds due to eligible County Drain work Drain Office requested to be included in this project.

LONG RANGE PLAN LISTING (2010 - 2035):

Forest & Farm Lane Corridor - Harrison to Mt Hope (2015)	Urban STP 2-lane to 4	\$2,600,000
Willow Road - Waverly Road to City Limit (2016)	Urban STP 4-lane to 3	\$700,000
Holt Road - Washington Road to Eifert Road (2018)	Urban STP 2-lane to 4	\$5,500,000
Hagadorn Road - Bennet Road to Mt Hope Road (2019)	Urban STP 2-lane to 4	\$3,100,000
Aurelius Road - Harper Road to Holt Road (2020)	Urban STP 2 & 3-lane	\$2,400,000
Jolly Road - Collins Road to Hagadorn Road (2026)	Urban STP 2-lane to 4	\$6,000,000
Okemos Road - Central Park to Haslett Road (2031)	Urban STP Grade raise	\$25,000,000
Marsh Road - Central Park to Tihart Road (2035)	Urban STP 4-lane to 5	\$5,900,000

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE A SECOND PARTY AGREEMENT WITH MDOT AND A THIRD PARTY AGREEMENT WITH THE CITY OF LANSING FOR THE INGHAM COUNTY DEPARTMENT OF TRANSPORTATION AND ROADS IN RELATION TO A FEDERALLY FUNDED SAFETY PROJECT AT THE INTERSECTION OF WILLOUGHBY ROAD & CEDAR STREET, CITY OF LANSING AND WILLOUGHBY ROAD & AURELIUS ROAD, DELHI TOWNSHIP

RESOLUTION #12-

WHEREAS, the former Road Commission, now Ingham County Department of Transportation and Roads (ROAD DEPARTMENT) had applied for and obtained Transportation Safety funding through the Federal Surface Transportation Program for traffic signal and pedestrian enhancements on Willoughby Road at Cedar Street, which is under City of Lansing (CITY) jurisdiction, and on Willoughby Road at Aurelius Road, which is under county jurisdiction, hereafter called the (PROJECT) prior to becoming the ROAD DEPARTMENT; and

WHEREAS, the ROAD DEPARTMENT, on behalf of the CITY, has allocated a portion of said Transportation Safety funding through the Federal Surface Transportation Program for pedestrian signal enhancements at the intersection of Willoughby Road and Cedar Street, which is under the city jurisdiction; and

WHEREAS, the CITY desires to design, construct, and maintain the pedestrian signal enhancements on Willoughby Road at Cedar Street for the use of the general public and satisfy all the requirements of the Michigan Department of Transportation (MDOT), the Federal Highway Administration (FHWA), and the ROAD DEPARTMENT; and

WHEREAS, the PROJECT will be undertaken pursuant to a contract between the State of Michigan/MDOT and the contractor. The COUNTY on behalf of the ROAD DEPARTMENT, in turn, must therefore enter into an associated contract with the State of Michigan/MDOT, consistent with the requirement for state and federal funding requirements; and

WHEREAS, the ROAD DEPARTMENT and the CITY agree that the CITY will administer construction of the Willoughby Road at Cedar Street portion of the project, and will reimburse the ROAD DEPARTMENT for any and all local match costs to the ROAD DEPARTMENT for the Willoughby Road at Cedar Street work, per the Michigan/MDOT/COUNTY contract (referenced above); and

WHEREAS, the ROAD DEPARTMENT is willing to continue to sponsor the CITY pedestrian signal enhancement PROJECT, through to completion, with all costs for the aforementioned PROJECT work and maintenance to be provided by the CITY, per a third party agreement; and

WHEREAS, the PROJECT is a Federal-Aid Highway project, and as such, the CITY has agreed to comply with all applicable and appropriate MDOT, FHWA, and AASHTO standards and federal and state statutes, and the CITY has agreed to fully administer construction of the PROJECT, complying with all MDOT and FHWA requirements.

RESOLUTION #12-

THEREFORE BE IT RESOLVED, the ROAD DEPARTMENT will continue to sponsor the CITY pedestrian signal enhancement PROJECT, through to completion, with all costs for the aforementioned PROJECT work and maintenance to be provided by the CITY.

BE IT FURTHER RESOLVED, that the PROJECT will be performed between February 1, 2013 and May 31, 2013.

BE IT FURTHER RESOLVED, the County on behalf of the ROAD DEPARTMENT hereby authorizes the CITY to appoint the Publicly Employed Project Engineer and act as the construction agent for the PROJECT and therefore fully administer construction of the PROJECT, complying with all MDOT and FHWA requirements. The ROAD DEPARTMENT, in turn, will provide the required Project Supervisor for the PROJECT.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with State of Michigan/MDOT to effect the PROJECT's construction including the portion at Willoughby Road at Cedar Street, on behalf of the City of Lansing.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with the City of Lansing to effect the above described Third Party Agreement as provided above.

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

COUNTY SERVICES: Yeas: Holman, Grebner, Celentino, De Leon, Vickers
Nays: None **Absent:** Schor **Approved 11/20/12**

FINANCE: Finance will meet 11/26/12

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING A CONTRACT WITH OAK CONSTRUCTION CORPORATION
FOR ROOF REPLACEMENT ON THE LAKE LANSING BOAT LAUNCH RESTROOM**

RESOLUTION #12-

WHEREAS, the Ingham County Parks Department owns and maintains the buildings at Lake Lansing Parks;
and

WHEREAS, the Ingham County Parks Department has a roof replacement plan in place to ensure routine
replacement of building roofs; and

WHEREAS, the roof of the Lake Lansing Boat Launch restroom is scheduled for a roof replacement in 2012;
and

WHEREAS, bids were solicited and evaluated by the Ingham County Purchasing Department, and it is their
recommendation, with the concurrence of Parks Department staff, to award the contract to Oak Construction
Corporation of Flushing, Michigan.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners accepts the bid, and authorizes
entering into a contract with Oak Construction Corporation for the replacement of the roof on the Lake Lansing
Boat Launch restroom in an amount not to exceed \$5,490.

BE IT FURTHER RESOLVED, the Board of Commissioners also authorizes roof sheathing replacement if
necessary at a cost of \$8.00 per square foot.

BE IT FURTHER RESOLVED, that the Ingham County Board Chairperson and County Clerk are 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, Grebner, Celentino, De Leon, Vickers

Nays: None **Absent:** Schor **Approved 11/20/12**

FINANCE: Finance will meet 11/26/12

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION ENTERING INTO A LEASE AGREEMENT WITH THE MICHIGAN DEPARTMENT
OF NATURAL RESOURCES FOR USE OF THE BUNKER ROAD LANDING AS A
CANOE LAUNCH**

RESOLUTION #12-

WHEREAS, on August 22nd, 1984 the Board of Ingham County Park Trustees entered into a Lease Agreement with the Michigan Department of Natural Resources for the property now known as Bunker Road Landing, currently being used as a canoe launch for the Burchfield Canoe/Kayak Trip program; and

WHEREAS, upon a Michigan Department of Natural Resources review it was discovered the lease agreement expired on May 1st, 1994; and

WHEREAS, this Lease Agreement is important to the Michigan Department of Natural Resources because it provides public recreational boating and shore fishing access to the Grand River and the maintenance of the Bunker Road Canoe Landing protects and conserves the natural resources and provide facilities for outdoor recreation; and

WHEREAS, no rental fee or charge is associated with the Lease Agreement; and

WHEREAS, the Michigan Department of Natural Resources desires a new Lease Agreement be executed for a term of 25 years ending on October 31, 2037; and

WHEREAS, the Parks Department has proven to be a good steward of this property and wishes to continue this mutually beneficial lease with the Michigan Department of Natural Resources.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes entering into a 25 year Lease Agreement with the Michigan Department of Natural Resources for the use of the property known as Bunker Road Landing.

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

COUNTY SERVICES: Yeas: Holman, Grebner, Celentino, De Leon, Vickers

Nays: None **Absent:** Schor **Approved 11/20/12**

FINANCE: Finance will meet 11/26/12

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING COMMISSIONER COMPENSATION
FOR 2013 AND 2014**

RESOLUTION #12-

WHEREAS, the Board of Commissioners is authorized to establish the compensation for the Board of Commissioners; and

WHEREAS, the Board of Commissioners cannot make changes in compensation which affect the Board during the current term, but can make changes to be effective for the next term; and

WHEREAS, the Board of Commissioners wishes to establish the Commissioners' Compensation for the period of January 1, 2013 through 2014 with a 0% increase for 2013 and a 0% increase for 2014.

THEREFORE BE IT RESOLVED, that effective on the date indicated, the salaries for the Ingham County Board of Commissioners shall be as follows:

	Current Compensation	January 1, 2013	January 1, 2014
Board Chair	\$16,832	\$16,832	\$16,832
Vice Chair, Vice Chair Pro Tem and all Standing Committee Chairs	\$12,271	\$12,271	\$12,271
Other Commissioners	\$11,250	\$11,250	\$11,250

BE IT FURTHER RESOLVED, that each Commissioner shall continue to be paid a \$60.00 per diem for attending each officially called Standing Committee and Board Meeting of which the Commissioner is a member, including Committee of the Whole and Board Leadership to a maximum of eighty (80) per year, provided, however, that a Commissioner shall not be entitled to a payment for more than two (2) meetings per day; and provided further that Commissioners shall not be eligible for payment for a committee meeting which occurs on the same day as a board meeting.

BE IT FURTHER RESOLVED, that the Board of Commissioners' Chairperson, and Vice-Chairperson as Ex-Officio of all Committees, shall be paid a per diem subject to a maximum of 100 per year.

RESOLUTION #12-

BE IT FURTHER RESOLVED, that the above-stated salaries for Ingham County Commissioners shall not preclude a Commissioner from receiving a per diem payment when he/she is appointed to a statutory board and/or agency by the County Board of Commissioners. Commissioners shall receive the same per diem as non-Commissioner members appointed by the Board of Commissioners to statutory boards and/or agencies, in addition to the above stated salary, provided that a per diem Commissioner payment is not prohibited by the specific statute in question.

BE IT FURTHER RESOLVED, that the Board Coordinator shall be responsible for periodically preparing appropriate vouchers for the payment of per diem for each Commissioner, based on the approved minutes of each Standing Committee, Committee of the Whole, and Board Leadership meeting, and that said voucher shall be approved and signed by the individual Commissioners prior to its submission for payment.

BE IT FURTHER RESOLVED, that each Commissioner may, at his/her own expense, purchase health insurance, including dental and vision, as now or in the future provided by the County to its Managers.

BE IT FURTHER RESOLVED, that the retirement benefit for Commissioners who began serving prior to January 1, 2013 shall be MERS plan C-2 with B-1 base, 55F with 15 years; V6, FAC5, with Commissioners paying 4.76% of salary; which includes a 1.2% increase in Commissioner contributions, provided, however, that each Commissioner at the beginning of his/her term has the option of choosing to participate in the retirement plan.

BE IT FURTHER RESOLVED, that Commissioners who begin serving as of January 1, 2013 will be covered under a MERS Hybrid Plan.

BE IT FURTHER RESOLVED, that Commissioners shall receive reimbursement for travel outside Ingham County only for actual miles traveled on county business, at the rate established by the Internal Revenue Service, provided, however, that said mileage reimbursement is not more than that set for State Officers as determined by the State Officers Compensation Commission. In the event that the above stated mileage reimbursement exceeds the mileage rate established by the State Officers Compensation Commission, then under such circumstances that rate established by the State Officers Compensation Commission shall supersede the above stated rates. This paragraph shall apply to out-of-county travel only. Commissioners shall not receive mileage reimbursement for intra-county travel, except when in the process of traveling in the County as stated above and as otherwise provided hereunder.

BE IT FURTHER RESOLVED, that the reimbursement for expenses associated with conferences and conventions shall continue to be provided for Commissioners in the attached Travel Policy and Procedures for Ingham County Commissioners.

COUNTY SERVICES: Yeas: Holman, Grebner, Celentino, De Leon, Vickers
Nays: None **Absent:** Schor **Approved 11/20/12**

FINANCE: Finance will meet 11/26/12

**TRAVEL POLICY AND PROCEDURES
FOR INGHAM COUNTY COMMISSIONERS**

1. Each Commissioner may be reimbursed up to \$1,500 annually for costs of transportation, meals and lodging associated with attending conferences or conventions in his/her capacity as a County Commissioner. Expenses for incidental travel and alcoholic beverages while at such conferences and conventions will not be reimbursed. Expenses must be reimbursed in the year in which they are incurred.
2. The cost of registration not exceeding \$1,000 per Commissioner for in-state and out-of state conferences or conventions may be paid from the Board of Commissioners budget and will not be counted as part of the Commissioners annual \$1,500 travel reimbursement allowance.
3. In the event that a Commissioner is appointed or elected to an office by a state or national association, the Board may, by resolution, recognize the position and allocate up to an additional \$1,500 annually within the County's fiscal year to cover increased expenses of attending necessary functions associated with the office.
4. Expenses incurred by a Commissioner in excess of the above limits which are billed to the County will be recovered through payroll deduction unless reimbursed by the Commissioner within 10 working days of receipt of the statement by the Board Office.
5. Original receipts or credit card records must be submitted to obtain reimbursement for travel and lodging expenses.
6. Any funds authorized pursuant to this policy, but unexpended within the fiscal year, cannot be carried over for use in succeeding fiscal years.
7. A Commissioner shall not be reimbursed more than \$3,000 for travel expenses within the County's fiscal year, excluding registration fees.

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AMENDING THE BOARD RULES

RESOLUTION #12-

WHEREAS, the Board of Commissioners wish to change their Standing Committee structure by combining the Law Enforcement and Judiciary Committees, forming a Law & Courts Committee; and

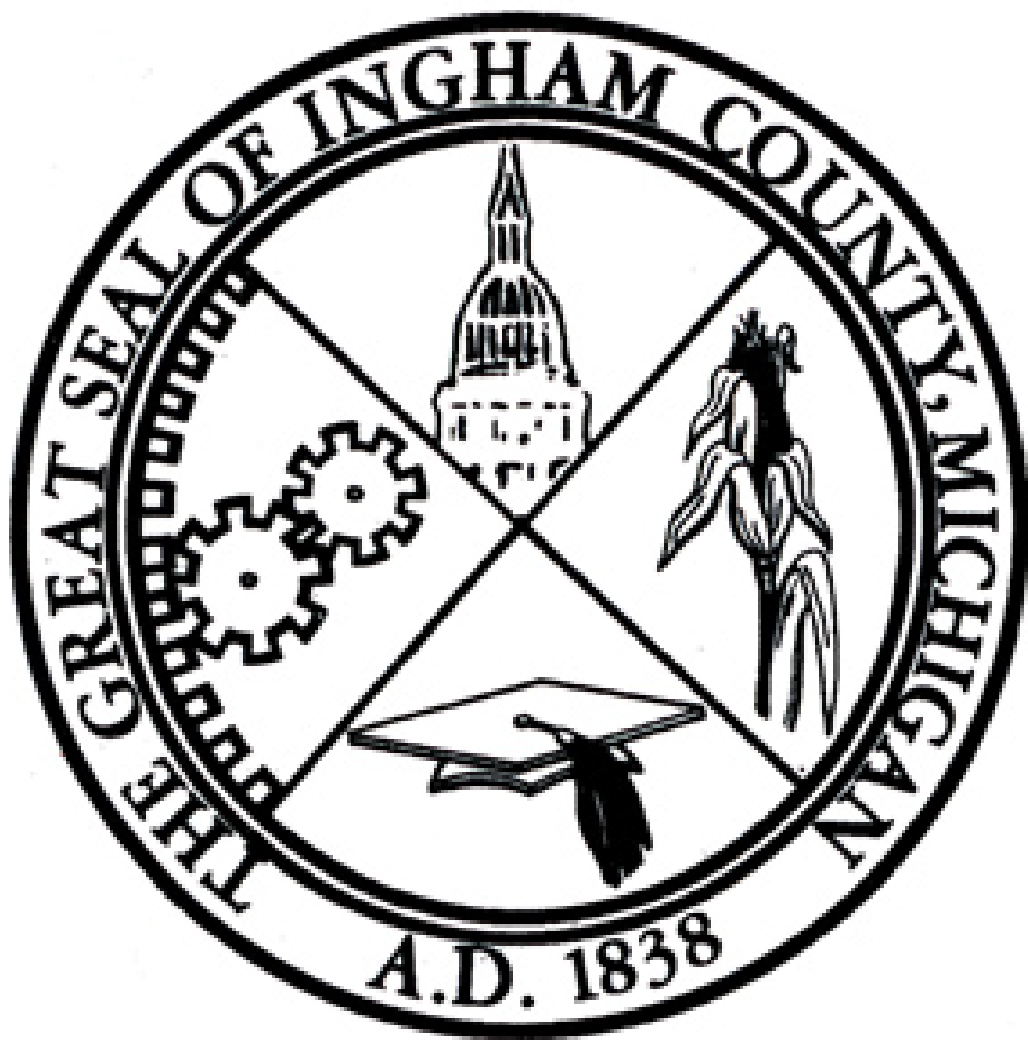
WHEREAS, it is necessary to amend the Board Rules to reflect the changes in Committee structure and to make necessary updates; and

WHEREAS, the County Services Committee has reviewed the Board Rules with the proposed changes.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the attached changes to the Board Rules effective January 1, 2013.

COUNTY SERVICES: Yeas: Holman, Grebner, Celentino, De Leon, Vickers

Nays: None **Absent:** Schor **Approved 11/20/12**



INGHAM COUNTY BOARD RULES

2013

**RULES OF THE INGHAM COUNTY BOARD
OF COMMISSIONERS**

2013

**I.
BOARD MEETINGS - TIME & PLACE**

A. REGULAR AND ADJOURNED REGULAR MEETINGS. The Board shall convene for the purpose of holding meetings in the Ingham County Courthouse in the City of Mason or elsewhere at the discretion of the Chairperson, provided proper notice is given to the public pursuant to the Open Meetings Act, 1976 PA 267, as amended, on the following days, which meetings shall convene at 6:30 o'clock in the evening, except as otherwise provided in these Rules:

1. The first business day of each January at 6:00 pm
2. The fourth Tuesday of each January.
3. The second Tuesday of each February.
4. The fourth Tuesday of each February.
5. The second Tuesday of each March.
6. The fourth Tuesday of each March.
7. The Tuesday immediately following the second Monday of each April, this being the Statutory Equalization meeting.
8. The last Tuesday of the month of April.
9. The second Tuesday of each May.
10. The fourth Tuesday of each May.
11. The second Tuesday of each June.
12. The fourth Tuesday of each June.
13. The fourth Tuesday of each July.
14. The fourth Tuesday of each August.
15. The fourth Tuesday in September.
16. The second Tuesday of each October, this being the Statutory Annual Meeting which shall be held in the Courthouse, Mason.
17. The fourth Tuesday of each October.
18. The second Tuesday of each November.

19. The fourth Tuesday of each November.

20. The second Tuesday of each December.

All above listed meetings shall be considered regular meetings of the Board of Commissioners. Any other meetings not listed above shall be special meetings or adjourned sessions of the regular meetings, depending upon the means and methods used in calling said meeting. Unless the Board otherwise provides, the motion to "adjourn" any meeting of this Board, whether special or regular, shall mean to adjourn to the next succeeding regular meeting on the list above cited.

B. SPECIAL MEETINGS. The Board shall convene for the purpose of holding special meetings only upon the written request of at least one-third (1/3) of the Commissioners, to the County Clerk, specifying the time, date, place and purpose of such meetings. When a special meeting is called by written request, as provided above, the County Clerk shall give notice to each of the Commissioners within 48 hours in one of the manners provided as follows:

- via a confirmed facsimile transmission to the commissioner's residence
- via personal delivery of the notice of the special meeting to the commissioner
- leaving the notice of the special meeting at the residence of the commissioner
- email to address previously supplied for such purpose by the commissioner

The Clerk shall post at least 18 hours before the meeting a Public Notice as required by 1976 PA 267.

C. MEETINGS ON LEGAL HOLIDAYS. Any regular or adjourned meetings of the Board, which fall upon a legal County holiday, shall automatically be set over to the next secular day following that is not a legal holiday, at the same time and place indicated for the original meeting.

II.

CHAIRPERSON

A. ELECTION. At the first meeting of each calendar year, the Board shall be called to order and shall thereupon elect, from among its members, a Chairperson, Vice-Chairperson and a Vice-Chairperson Pro-Tem, who shall take office and assume their respective duties immediately upon their election; provided that at the first meeting of each newly elected Board, the first order of business shall be the administration of the Constitutional Oath of Office by the County Clerk to the members-elect if this has not previously been accomplished. The concurrence of a majority of all members of the Board shall be necessary for election. The officers shall hold their respective offices for a term of one year, or until their successors are duly elected and qualified as set forth above.

B. DUTIES. The Chairperson (and during his/her absence the Vice-Chairperson) shall preside at all meetings of the Board, and shall decide all questions of order, subject to appeal to the Board. Upon his/her election, the Chairperson shall appoint all standing and special Committees, subject to the approval by a majority of all members of the Board. The Chairperson shall arbitrate all jurisdictional disputes between Committees, subject to these rules and subject to appeal to the Board. The Chairperson shall be a member ex-officio of each standing Committee and special Committee, except as otherwise provided herein. The Chairperson shall not have the right to vote on any Committee except where he/she is expressly named a member of that Committee. The Vice-Chairperson Pro-Tem shall assume the duties of the Vice-Chairperson when the Vice-Chairperson is serving as the Chairperson. The Vice-Chairperson shall be a member ex-officio of each standing Committee and special Committee, except as otherwise provided herein. The Vice-Chairperson shall not have the right to vote on any Committee except where he/she is expressly named a member of that Committee.

The Chairperson, after informing the Vice-Chairperson and Vice-Chairperson Pro-Tem, is authorized to have proclamations prepared honoring employees retiring from County service, persons retiring from service on

County boards, and to issue proclamations honoring certain occurrences in conformity with state, national and other local government proclamations. The Chairperson shall only do so when such proclamations cannot go through the Committee structure in a timely manner. In no way shall such proclamations commit the County Board of Commissioners, in any way, to any type of contractual arrangement and/or require the County to expend any funds other than the cost for the preparation of the proclamations.

C. ADMINISTRATION OF OATHS. The Chairperson of the Board shall have the power to administer an oath to any person concerning any matter submitted to the Board or connected with the discharge of their duties, to issue subpoenas for witnesses and to compel their attendance in the same manner as Courts of Law.

III.

CLERK OF THE BOARD

A. OFFICIAL CLERK AND DUTIES. The duly elected Clerk of Ingham shall be ex-officio Clerk to the Board. He/she or his/her duly appointed deputy, shall perform all duties ordinarily pertaining to such office, including, but not limited to, the following duties prescribed by law:

1. To record all the proceedings of the Board electronically on disk, cd, dvd or other media, to be placed on the Board website. Each calendar year an electronic record of all proceedings shall be separately printed and permanently recorded at the close of each calendar year. Each year Resolutions of Continuing Effect shall be updated and maintained.
2. To make regular entries of all Board resolutions and decisions upon all questions.
3. To record the vote of each Commissioner on any ordinance, resolution or appointment or election of an officer, submitted to the Board. Any other question or motion shall be recorded if requested by any member present.
4. To perform legally required duties on accounts acted upon by the Board and to comply with the Claims Processing Resolution #07-315.
5. To certify, under the Seal of the Circuit Court of the County, or the official County Seal, without charge, copies of any and all resolutions or decisions on any of the proceedings of the Board, when requested by the Board or any member thereof, or when required by any other person.
6. To perform such other and further duties as the Board may by resolution, from time to time, require.
7. To perform all posting functions required by the Open Meetings Act, 1976 PA 267.

The Clerk or one of his/her duly appointed deputies shall be present and take minutes at all meetings of the Board. In the absence of the Clerk, or an appointed deputy, the Chairperson, with the approval of the Board's members present and voting, shall appoint a Board member to act as Clerk Pro Tem until the Clerk or his/her duly appointed deputy arrives.

IV.

A. STANDING COMMITTEES. The Board of Commissioners shall have the following standing Committees with the following number of members:

<u>COMMITTEES</u>	<u>MEMBERS</u>
County Services	7
Finance	7
Human Services	7
Law & Courts	7

B. DUTIES OF STANDING COMMITTEES. Standing Committees shall have and perform the following specific duties:

1. **County Services Committee.** It shall be the duty of this Committee to: work in conjunction with the Controller or his/her designee to ensure adequate and full implementation and administration of standing Board policy affecting the various County departments, offices and agencies with which the Committee serves as liaison; study and advise the Board with respect to matters of long range planning; recommend changes in the Board rules and the organizations and procedures of the Board; recommend adoption of County ordinances; study and advise the Board as to acquisition, disposition, construction, and repairs of all County buildings and grounds; recommend acquisition and disposal of all County equipment, furniture, furnishings and supplies; study and advise the Board with respect to the conservation of energy and other natural resources; acts as liaison to the following County departments, offices, and agencies: County Clerk, Drain Commissioner, Register of Deeds, Treasurer, Management Information Systems, Equalization, Financial Services, Parks, Economic Development, Purchasing, Facilities, Department of Transportation and Roads, Parks Commission, Board of Public Works, Plat Board, Boundary Commission, Board of Canvassers, Election Scheduling Committee, Board of Election Commissioners, Capital Region Airport Authority, Historical Commission, Fair Board, Greater Lansing Convention & Visitors Bureau, Tri-County Regional Planning Commission, Board Coordinator, Controller, Economic Development Corporation, Brownfield Redevelopment Authority, Land Bank, Housing Commission, Potter Park Zoo Board, Women's Commission, and all staff operating the County buildings within the County. This Committee shall also work in conjunction with the Controller or his/her designee to study and advise the Board with respect to all matters dealing with compensation, wages and salaries for all County officers and employees whose salaries are not otherwise fixed by law; study and advise the Board on all matters relating to labor relations and the relationship between the County and its employees; and recommend action on claims related to the Human Resources Department. This Committee shall act as liaison between the Board and all County employee associations, the Human Resources Department, Capital Area Michigan Works, and the Equal Opportunity Committee. The County Services and Finance Committees shall, on no less than an annual basis, review and develop bargaining parameters for labor negotiations; provided however, that all Commissioners shall be notified in advance of when the review shall be held, and shall be given opportunity to provide input. The bargaining parameters being established shall be reported to the Board of Commissioners for its concurrence. The establishment of parameters may be discussed in closed session as provided by law.

2. **Finance Committee.** It shall be the duty of this Committee to: study and advise the Board with respect to all appropriations for State, County and general purposes, review and recommend to the Board a budget for County operating expenses by a date specified in a Board resolution for the ensuing year; study and advise the Board with respect to all matters pertaining to bonds, investments and insurance of the County, its officers, employees and agents; study and advise the Board with respect to all financial contracts not otherwise provided for by resolution and/or these Rules; study and advise the Board with respect to apportionment of all tax levies,

erroneous land descriptions, correction and respreading upon the rolls of all taxes which for any reason have been rejected by the Auditor General, and, with the assistance of the Department of Equalization, equalization of valuation assessments among the various townships and cities in the County; recommend action on all claims submitted to the County for payment pursuant to Resolution #82-167; and study and advise the Board with respect to all grants submitted for approval by the Board, including any grant in which the County has direct or indirect involvement (including those where the Board is requested to waive rights in favor of another organization). This Committee is not created pursuant to 1923 PA 301, MCLA 46.61. This Committee shall not serve as liaison to any particular County departments, offices, or agencies, but rather, shall study and advise the Board of the financial ramifications of any proposed action involving the appropriation or transfer of County funds, not otherwise provided by law or Board resolution. The County Services and Finance Committees shall, on no less than an annual basis, review and develop bargaining parameters for labor negotiations; provided however, that all Commissioners shall be notified in advance of when the review shall be held, and shall be given opportunity to provide input. The bargaining parameters being established shall be reported to the Board of Commissioners for its concurrence. The establishment of parameters may be discussed in closed session as provided by law.

3. **Human Services Committee.** It shall be the duty of this Committee to: work in conjunction with the Controller or his/her designee to coordinate all human services in the County and to ensure adequate and full implementation and administration of standing Board policy affecting the various County departments, offices and agencies with which the Committee serves as liaison; review and recommend the budgets for each department; review and recommend on matters dealing with solid waste issues; recommend policies relating to the use of human services in the County; make recommendations regarding present and future programs and recommend action on claims related to those departments, offices and agencies with which the Committee serves as liaison, except as otherwise provided by law. Human services, for the purposes of these Rules, shall encompass the duties and functions of the Cooperative Extension Service, Department of Human Services and Board, Health Department, Board of Health, Department of Veterans' Affairs, Veterans' Affairs Committee, Community Mental Health Authority, Medical Examiner, Human Services Advisory Committee, Capital Area District Library, and the Michigan South Substance Abuse Commission. The Committee shall act as liaison between the Board and the departments, commissions and boards listed above.

4. **Law & Courts Committee** It shall be the duty of this Committee to: work in conjunction with the Controller or his/her designee to ensure adequate and full implementation and administration of standing Board policy affecting the various County departments, offices and agencies with which it serves as liaison; study and advise the Board with respect to all matters pertaining to the law enforcement system **and the judicial system** within the County, and in particular, those departments, offices and agencies with which the Committee serves as liaison; recommend action on any and all claims, complaints, or requests of such departments, offices or agencies. The Committee acts as Liaison to the Animal Control Department, Emergency Operations, the Prosecuting Attorney's Office, the Sheriff's Office, Community Corrections, the 911 Center, **Circuit Court, District Court, Jury Board, and Probate Court.**

C. GENERAL DUTIES OF STANDING COMMITTEES. In addition to the foregoing, the standing Committees shall have and perform the following other duties:

1. Each standing Committee, except the Finance Committee, shall in the first instance, review all appropriation requests most directly related to its own functions before such appropriation requests are referred to the Finance Committee and make recommendations concerning the same to the Finance Committee and the Board.
2. Each standing Committee shall act as liaison between the Board and the various County offices, boards and agencies respecting matters under the jurisdiction of the Committee as prescribed by these Rules, except as the Board otherwise directs.

3. Each standing Committee shall have and perform such other duties as the Board, from time to time, may require.

D. SPECIAL COMMITTEES. There shall be, in addition to the standing Committees, such other special Committees as the Chairperson, from time to time, may appoint and establish subject to approval by the Board. The membership of all such special Committees shall automatically be vacated upon a new Board of Commissioners taking office.

E. COMMITTEE MEETINGS. Meetings of a standing or special Committee may be convened by its Chairperson or by a majority of its members at any time upon reasonable notice to its members and to the Chairperson of the Board, provided the notice complies with the requirements of the Open Meetings Act, 1976 PA 267. A quorum is required to conduct business. A quorum shall consist of the Committee's members noted below. In order for a Committee to move a matter to the Board of Commissioners for consideration, a majority of those voting is required but there shall always be a requirement of not less than the numbers noted in the below chart:

Number of Committee Members Appointed and Serving	Quorum Requirement	Minimum Number of Affirmative Votes Necessary to Recommend Action to Board	Number of Affirmative Votes Necessary to Take Final Action**
3	2	2	2
4	2	2	3
5	3	2	3
6	3	3	4
7	4	3	4
8	4	4	5
9	5	4	5

** (such as the County Services Committee voting on a grievance)

Further, final action of a Committee other than referring a matter to the Board of Commissioners, such as the County Services Committee voting on a grievance, shall require a majority vote of the total Committee compositions (four Commissioners would have to vote in order for a final action in case of a seven member Committee, and three Commissioners would have to vote in order to take such final action for a five member Committee). All Committee meetings shall be open, except that a Committee may vote to go into closed session as provided by the Open Meetings Act, 1976 PA 267. Each Committee shall have a prepared agenda at least one day prior to the Committee meetings, which shall include, as far as is practicable, all items to be considered by the Committee; the agenda shall be posted on the Courthouse bulletin board and shall be made available to the public on request as provided by the Open Meetings Act, 1976 PA 267. The Chairperson of each Committee shall either prepare an agenda in cooperation with the department heads, or shall delegate that authority to the appropriate staff. All Committees shall keep minutes of their meetings as required by the Open Meetings Act, 1976 PA 267, and said minutes shall be permanently kept on file with the Clerk of the Board. Every Committee or Subcommittee shall provide an opportunity for public comment at the beginning and end of each agenda. Each person shall be permitted to speak, either at the beginning or the end of the meeting, for

three (3) minutes, except that if it appears a large number of people wish to speak at a meeting the Chairperson may ask those wishing to speak to identify themselves and if there are more than 20 may announce that the allotted time per person will be two (2) minutes, except where extended privileges are granted by the Chairperson. Members of the public desiring to speak shall be required to identify themselves.

An audiotape shall be made during the conduct of regularly scheduled Committee meetings except during closed session held pursuant to the Open Meetings Act. Taping may be temporarily paused during a meeting at the direction of the Chairperson of the Committee. Such tape shall be kept in the Board of Commissioners Office for public access for at least six months from the date of the meeting after which time it may be erased or overwritten. The commitment of staff time shall be limited to providing access to the original tape, or to provide a copy upon request at a rate allowed under the Freedom of Information Act.

F. CONSENT AGENDA. At the discretion of the Committee Chairperson, all of the resolutions and actions of the Committee which are on the agenda may be acted upon in one vote; provided, however, that any member of the Committee may identify specific resolutions and actions which are not to be included in the one vote but which are to be discussed and voted upon separately.

Prior to the Committee Chairperson calling for a vote on the consent agenda, Commissioners shall have the opportunity to identify those resolutions and actions which are not to be included but which are to be discussed and voted on separately.

V.

CONDUCT OF BOARD MEETINGS

A. QUORUM. A majority of the members of the County Board of Commissioners shall constitute a quorum for the transaction of the ordinary business of the County, and questions which arise at meetings shall be determined by the votes of a majority of the members present, except upon the final passage or adoption of a measure or resolution, or the allowance of a claim against the County, in which case a majority of the members elected and serving shall be necessary.

B. ORDER OF BUSINESS.

1. Agenda.

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Time for Meditation
4. Reading and Correction of Minutes
5. Addition of Items to the Agenda
6. Petitions and Communications
7. Limited Public Comment
8. Committee Chair Response
9. Consideration of Consent Agenda
10. Committee Reports
11. New and Miscellaneous Business
12. Late Committee Reports and Late Individual Resolutions
13. Special Orders of the Day
14. Limited Public Comment
15. Commissioner Announcements

16. Consideration and Allowance of Claims
17. Adjournment

2. Specific Agenda Priorities. All matters shall be placed upon the agenda of the Board within a specific section as listed immediately above by the Clerk of the Board.
3. Committee Chair Response to Public Comment. Immediately after the conclusion of public comment, a Committee Chair or the Chair of the Board may respond to issues raised by a speaker, to correct a factual misunderstanding or provide helpful information regarding the County's consideration of the matter. Any such response should be limited to factual matters and not exceed one minute. The response should not be used to criticize the previous speaker, explain political positions, or engage in debate.
4. Consent Agenda. At the discretion of the Board Chairperson, with approval of the Board, all of the resolutions and actions of the Board which are on the agenda may be acted upon in one roll call vote; provided, however, that any member of the Board may identify specific resolutions and actions which are not to be included in the one roll call vote but which are to be discussed and voted upon separately; and provided further that resolutions and actions requiring a roll call vote and or a 2/3 vote shall not be included in the one vote but shall be discussed and voted upon separately.

Prior to the Board Chairperson calling for a vote on the consent agenda, Commissioners shall have the opportunity to identify those resolutions and actions which are not to be included but which are to be discussed and voted on separately.

5. Agenda Deadline. All information to be placed on the agenda must be received by the Clerk of the Board from Committees no later than noon on the fifth day immediately preceding the Board meetings. For the second Board meeting of each November, being the fourth Tuesday, all information to be placed on the agenda must be received by the Clerk of the Board from Committees no later than 12:00 noon on the eighth day immediately preceding said Board meeting. On or before the fourth day before each Board meeting, the Clerk shall mail or provide electronically to each Commissioner the agenda for the meeting, arranged as described in these Rules, and briefly describing all matters to be considered, including a copy of all Committee reports and individual resolutions to be acted upon at said meeting. No Committee report or individual resolutions, other than reports on routine claims, shall ordinarily be considered unless a copy thereof has been mailed or provide electronically to each Commissioner with the agenda or otherwise delivered to each Commissioner not later than the third day prior to the meeting. Late Committee items shall be distributed to all Commissioners at the beginning of the Board meeting and shall be announced by title and added to the agenda with appropriate agenda numbers. A five minute recess may be granted at the request of any Commissioner prior to the consideration of late items. Individual resolutions, which have not been moved at Committee, shall ordinarily be referred to Committee unless 2/3 of the members present vote to allow the resolution to be considered by the Board immediately.

C. RIGHTS AND DUTIES OF MEMBERS.

Speaking Priorities. The sponsor of any properly moved and seconded motion, resolution, ordinance, or report, shall have the right to speak for up to three (3) minutes, after the formal introduction but prior to any discussion of the matter on the floor. In any case where there may be more than one sponsor to a particular motion, resolution, ordinance or report, it shall be in the discretion of the Chairperson which person shall exercise the right given by this rule to first speak on the pending matter. Before speaking, each member shall address himself/herself to the Chairperson. If two or more members seek recognition to speak at the same time, the Chairperson shall designate the order in which they shall speak. No member, while addressing the Board,

shall be interrupted, except to be called to order; and thereupon, he/she shall immediately cease talking and be seated. Every Commissioner shall vote on all questions unless excused by the Chairperson. The Chairperson shall vote on all questions unless excused by the Board.

D. MOTIONS, RESOLUTIONS AND COMMITTEE REPORTS. No motion shall be debated or voted upon unless seconded. It shall then be stated by the Chairperson before debate. Any motion may, with the permission of the person who moved and seconded it, be withdrawn at any time before the same has been adopted. Every motion shall be put in writing at the request of any member of the Board. All motions, resolutions, Committee reports and amendments or substitutes thereto shall be entered at large upon the minutes unless withdrawn.

1. Voting. The vote on any question shall be taken by a yea and nay roll call when called for by any member of the Board. Closed sessions may be held, provided the Open Meetings Act, 1976 PA 267, is adhered to.
2. Order of Precedence of Motions. When a motion is seconded and before the Board, no other motion shall be received except the following:
 - a. To fix the time to which to adjourn
 - b. To adjourn
 - c. For the previous question
 - d. To lay on the table
 - e. To postpone indefinitely
 - f. To postpone to a date certain
 - g. To refer
 - h. To amend

These motions shall have precedence in the order as above named.

3. Motions to Adjourn. A motion to adjourn shall always be in order except while a vote is being taken on any other motion already before the Board, or when a member has the floor; provided, that there shall be other intervening business or a change in the circumstances between the two motions to adjourn.
4. Motions to Reconsider. A motion for the reconsideration of any question shall be in order if made on the same day or at the Board meeting next succeeding that on which the decision proposed to be reconsidered was made; providing, however, that a second reconsideration of any question or a reconsideration at a later date may be had with the consent of two-thirds (2/3) of the members elected and serving, but in such event the moving member shall file written notice of his/her intention to move for a reconsideration in the office of the Clerk of the Board at least one day before making such a motion.
5. Reports and Motions Requiring Signatures. All reports of Committees shall be in writing and the names of the members of such Committees concurring in such reports shall be noted thereon. Every written resolution or motion shall have noted the name of the member or members introducing the same.
6. Resolutions and Ordinances. Resolutions shall be considered in the order in which they are received unless otherwise ordered by the Board, in accordance with Section V, Sub-section B, Number 2. All resolutions and motions for the appropriation of money and all proposed County ordinances shall be presented to the Board in writing.

7. **Division of Question.** Upon request by any member, any question before the Board may be divided and separated into more than one question; provided, however, that such may be done only when the original is of such a nature that upon division, each of the resulting questions is a complete question permitting independent consideration and action.

E. APPEAL FROM DECISION OF CHAIRPERSON. When an appeal is taken from the decision of the Chairperson, the member taking the appeal shall be allowed to state his/her reason for doing so. The question shall be then immediately put in the following form: "Shall the ruling of the Chairperson be sustained?" The question shall be determined by a majority vote of the members present, except the Chairperson, upon the request of any member, shall not preside over such a vote.

F. REFERRAL TO COMMITTEES. It shall be the duty of the Chairperson to refer all petitions, communications, resolutions, motions and other business that may come before the Board to the proper Committee unless objection be made by some member, in which event a motion made and adopted with reference to the subject shall preclude the Chairperson's action.

G. DISCHARGE OF COMMITTEE. The Board may, by a majority vote of all its members, discharge any Committee from further consideration of any matter referred to the Committee for general referral if the motion to discharge was properly placed upon the meeting agenda at which action is desired. Any motion to discharge that does not appear on the agenda of the meeting at which action is desired, shall require a two-thirds (2/3) vote of all members elected and serving for passage.

H. MOTION TO CLEAR THE FLOOR. If, in the judgment of the Chairperson, there is a confusion of Parliamentary procedure existing, the Chairperson shall have the right to request a "motion to clear the floor" which motion, if made and seconded, shall be undebatable, shall take precedence over all other motions, shall be forthwith put by the Chairperson, and, if carried, shall clear the floor completely and with the same effect as if all matters on the floor were withdrawn. The motion to clear the floor shall not be reconsidered; but its

passage shall not limit the right of any member to move the reconsideration of any other matter in the same manner as, but for the passage of the motion to clear the floor, would be in accordance with these Rules.

I. PUBLIC MEETINGS. Board meetings shall be open to the public as required by the Open Meetings Act, 1976 PA 267.

J. COMMENTS FROM THE FLOOR. Only members of the Ingham County Board of Commissioners shall be given the floor to speak during any Board meeting except:

1. Anyone who desires to speak under Subsection B, Number 1, and J of this article; and
2. County officials and/or personnel may speak with the consent of the majority of the Board members present; and
3. Any person who, with the consent of the Chairperson of the Board and/or the Chairperson and/or a majority of any Board Committee, has been given permission to be listed in an appropriate place on the agenda for the purpose of that presentation at the meeting.
4. Under public comment, each person shall be permitted to speak once during each meeting for (3) three minutes, except that if it appears a large number of people wish to speak at a meeting the Chairperson may ask those wishing to speak to identify themselves and if there are more than 20 may announce that the allotted time per person will be two (2) minutes, except where extended privileges are granted by the Chairperson.

K. PARLIAMENTARY AUTHORITY. Mason's Manual of Legislative Procedure, 1979 edition, shall govern all questions of procedures which are not otherwise provided by the Rules, or by State law.

L. USE OF CELL PHONES. During meetings of the Board, including Committee meetings, all cell phones or other electronic devices shall be turned off or set to "mute" or "vibrate" in order to avoid disruption.

Commissioners choosing to answer cell phone calls shall leave the table, and if necessary, the room, in order to avoid disruption. Notices of Board and Committee meetings shall include a request that all cell phones or other electronic devices be turned off or set to "mute" or "vibrate" in order to avoid disruption during the meeting. Disruption of a meeting by inappropriate use of a cell phone may be addressed in the same manner as other inappropriate disruptions.

VI.

FINANCE

A. SALARIES. The salary of each elected official shall be fixed by the Board according to the provisions of the law.

B. BOARD COMPENSATION. Members of the Board and its Committees shall be compensated for their duties and their Committee work at such rates and such amounts as the Board, by resolution, in accordance with State Law, shall determine.

C. EXTRA COMPENSATION. The Board shall not grant or authorize extra compensation to any public officer, agent or contractor after the services have been rendered or the contract entered into.

D. BUDGET LIMITATIONS. Except as may be otherwise required by law or Board Resolution, no County board, agency, or officer whose budget is in whole or in part subject to the jurisdiction of the Board shall exceed or commit itself to exceed its budget or any line item thereof without prior approval of the Board.

VII.

ADMINISTRATION

A. ASSISTANCE TO THE CHAIRPERSON. The Clerk and/or his/her designee shall provide such secretarial assistance to the Chairperson of the Board during meetings of the Board of Commissioners.

B. FORM OF REPORTS AND COMMUNICATIONS. All written reports and communications to the Board and its Committees and members from any office, agency or employee of the County shall be upon 8-1/2 by 11 inch paper punched for standard notebook use.

C. NOTICE OF BOARD ACTION. When the Board has acted upon a written request or demand for action presented to the Board from other than among its membership, the Clerk shall promptly notify the person or agency making the request or demand of the Board's action thereon.

D. SCHEDULE OF CLAIMS. At the end of each regular and adjourned regular meeting of the Board, the Clerk shall provide the Board with a schedule of the claims to be considered for allowance or disallowance in accordance with Resolution #07-315.

E. MINUTES. A copy of the minutes of each Board meeting shall be prepared and transmitted to each Board member promptly. The County Clerk or his/her designee, shall prepare minutes as required by the Open Meetings Act, 1976 PA 267.

All resolutions finally adopted by the Board in each calendar year shall be consecutively numbered immediately by the Clerk of the Board in the order of their adoption, which number shall be prefixed with the last two digits of the year of its adoption and a hyphen. Thus, the third resolution adopted in 1982 would be designated "RESOLUTION NO. 82-3". As each resolution is finally adopted, the Clerk of the Board shall assign its proper number, which shall appear at the head of said resolution as finally adopted in the minutes as shown above.

F. BUDGET AND SALARY DETAIL. When the tentative budget and when the budget itself is submitted to the Board by the Finance Committee, as provided in these Rules, the Controller shall provide each member of the Board with a copy of the full budget and salary schedule and such other information as required in the Uniform Budgeting Act, 1978 PA 621.

G. MEMBERS' MANUAL. As soon as possible after the adoption of these Rules, the Board Coordinator to the Board shall make available the following information:

1. Names, addresses and telephone numbers (home and business) of all Board members.
2. The most current Board Rules, as amended.
3. All County ordinances (except bonding ordinances).
4. All Board resolutions of continuing effect which relate in any manner to County affairs.
5. All statutory deadlines for Board action, other than respecting taxes.
6. The positions, names and addresses of all Board appointees, with the date of their original appointment to said board and the date which their current term expires.
7. The notebook or manual shall also include such other information as the Board, by resolution, from time to time directs.
8. The County Ethics Policy

The Board Coordinator to the Board shall update this information as necessary.

H. COPIES OF PARLIAMENTARY AUTHORITY. The Board Coordinator to the Board shall provide each member a copy of Mason's Rules of Order.

I. RELEASE OF ATTORNEY-CLIENT PRIVILEGED COMMUNICATIONS. Attorney-client privileged communications may be released to persons and/or the general public under the following conditions:

1. A county commissioner requests the release of an Attorney-client privileged communication.
2. The county attorney provides his or her opinion regarding the release of such privileged communication to the County Services Committee. The county attorney will determine if disclosure could have any negative effect on pending litigation or other legal matters.
3. The County Services Committee shall make a recommendation to the full Board of Commissioners.

VIII.

TITLES AND SUBTITLES

The title and subtitles of these Rules, and the citations appended thereto, are for convenience only, and shall not be considered as part of these Rules.

IX.

AMENDMENT TO AND EFFECTIVE DATE OF THESE RULES

A. These Rules may be amended, suspended, or rescinded only by a majority vote of all of the Commissioners elect. They shall remain in effect until rescinded or amended.

B. Any amendment to these Rules properly presented to the Board of Commissioners and adopted, shall take immediate effect unless otherwise stated by the Board at the time of adoption.

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AMEND THE 2012 APPORTIONMENT REPORT AND THE
2013 APPROPRIATIONS RESOLUTION**

RESOLUTION #12-

WHEREAS, the 2012 Apportionment Report was approved by Resolution #12-327 on October 9, 2012; and

WHEREAS, the 2013 Appropriations Resolution was approved by Resolution #12-353 on October 23, 2012;
and

WHEREAS, as a result of the election held on November 6, 2012 it is necessary to amend the Apportionment Report and the Appropriations Resolution.

THEREFORE BE IT RESOLVED, that Resolution #12-327 is amended by substituting the attached statement of taxable valuations and mills apportioned to the various units in Ingham County for the year 2012.

BE IT FURTHER RESOLVED, that Resolution #12-353 is amended by adding to the county's authorized levies the Health Services millage of 0.52 mills as passed on November 6, 2012.

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 10.1863 mills, including authorized levies for General Fund operations, special purpose, and Airport Authority millage:

2012/13 Millage Summary

<u>Purpose</u>	<u>Millage</u>
General Operations	6.3512
General Operations – Indigent Veterans Support	.0230
Special Purpose - Emergency Telephone Services	.8431
Special Purpose - County-wide Transportation	.4800
Special Purpose - County-wide Transportation	.1200
Special Purpose - Juvenile Justice	.6000
Special Purpose - Potter Park Zoo and Potter Park	.4100
Special Purpose – Farmland/Open Space Preservation	.1400
Special Purpose – Health Care Services	.5200
Trust & Agency - Capital Region Airport Authority	.6990

FINANCE: Finance will meet 11/26/12

INGHAM COUNTY APPORTIONMENT REPORT
STATEMENT SHOWING TAXABLE VALUATIONS AND MILLS APPORTIONED
BY THE BOARD OF COMMISSIONERS FOR THE YEAR 2012
Amended November 27, 2012

This report is used under the authority of P.A. 282 of 1905. Filing of this report is mandatory. Failure to complete and file this report may result in a penalty of \$100.

penalty of \$100.

		Millages			L-4400
1 Taxing Authorities	2 2012 Real and Personal Taxable Value	3 Separate or Allocated	Extra Voted		6 Purpose
			4 Operating	5 Bldg./Site/Debt	
State Education Tax *	6,891,988,015	6.0000			
County Operating *	6,986,550,606	6.3512			
Indigent Veterans Relief Fund *	6,986,550,606		0.0230		
Special Transportation *	6,986,550,606		0.4800		
Public Transportation *	6,986,550,606		0.1200		
Emergency 911 *	6,986,550,606		0.8431		
Airport Authority *	7,048,978,347		0.6990		
Juvenile Justice *	6,986,550,606		0.6000		
Potter Park Zoo *	6,986,550,606		0.4100		
Farmland Preservation *	6,986,550,606		0.1400		
Health Services *	6,986,550,606		0.5200		
TOWNSHIPS:					
Alaiedon Township	199,881,654	0.8406			
Aurelius Township	124,949,811	0.8226		.5000	Fire
Bunker Hill Township	56,948,872	0.7795			
Delhi Charter Township	692,765,333		4.3094	3.5000	Fire .5000, Fire/EMS 1.5, Police 1.5
Ingham Township	76,403,493	0.8202			
Lansing Charter Township	270,017,491				
Lansing Twp-Renaissance Zone	833,500				
Leroy Township	105,001,187	0.8062			75% Exempt for 2012
Leslie Township	75,744,150	0.8830			
Locke Township	65,023,424	0.7825		.8917	Fire
Meridian Charter Township	1,550,991,259		4.2002	2.7729	Comm Serv, Bike Path, Fire, Police, Parks,Roads.CATA
Onondaga Township	80,200,704	0.9167			
Stockbridge Township	119,299,878	0.7810			
Vevay Township	125,207,941	0.9161			
Wheatfield Township	66,072,571	0.8749			
White Oak Township	48,927,702	0.8727			
Williamstown Township	214,527,237	0.8465			

* Includes 25% of taxable value of Lansing Twp Ren Zone for 2012

INGHAM COUNTY APPORTIONMENT REPORT
STATEMENT SHOWING TAXABLE VALUATIONS AND MILLS APPORTIONED
BY THE BOARD OF COMMISSIONERS FOR THE YEAR 2012
 Amended November 27, 2012

L-4402

7 Taxing Authorities	8 2012 Real & Personal Taxable Value	9 2012 Total Tax Rates	10 DOLLARS OF AD VALOREM TAXES LEVIED
CITIES:			
East Lansing	830,443,940	21.8369	18,134,321
Lansing	1,932,617,763	19.7000	38,072,570
Lansing-Renaissance Zone	32,696,200	.2600	8,501
Leslie	37,831,317	17.4500	660,156
Mason	211,899,573	13.2500	2,807,669
Williamston	101,586,931	15.1342	1,537,437
Williamston-Ren Zone	1,037,713		
Village Rates:			
Dansville	11,156,880	8.2500	92,044
Stockbridge	28,057,992	12.7400	357,459
Webberville	39,497,390	13.2000	521,366

CERTIFICATION

I hereby certify that this report is a true statement of the taxable valuations of each assessing district and of all ad valorem millages apportioned by the County Board of Commissioners of the

County of Ingham for the year 2012


 Douglas A. Stover, Ingham County Equalization Director

NOTARIZATION


 Notary Public

Ingham County, Michigan

State of Michigan)
)ss
 County of Ingham)

Subscribed before me this 14th day of November
 2012

My Commission Expires: 11-26-2013

It is important that all city ad valorem taxes be entered on this sheet. County Board of Commissioners do not certify City or Village tax rates. These rates are for information purposes only. List all school districts on page 4.

continued on page 3

INGHAM COUNTY APPORTIONMENT REPORT
STATEMENT SHOWING TAXABLE VALUATIONS AND MILLS APPORTIONED
BY THE BOARD OF COMMISSIONERS FOR THE YEAR 2012
 Amended November 27, 2012

11 Taxing Authorities	12		13	14
	Taxable Value	Operating Tax Rates	2012 Debt Tax Rates	
Capital Area Transportation Authority				
Delhi Charter	692,765,333			
Lansing Charter *	270,225,866			
Meridian Charter	1,550,991,259			
C-East Lansing (Ingham)	830,443,940			
C-East Lansing (Clinton County)	80,638,570			
C-Lansing (Ingham County)	1,932,617,763			
C-Lansing (Eaton County)	53,527,328			
C-Lansing (Clinton County)	6,984,101			
	5,418,194,160	3.0070		
Capital Area District Library				
Ingham County *	6,150,218,176	1.5600		
Eaton County	40,945,328			
C-Lansing (Clinton County)	6,984,101			
East Lansing Downtown Development Authority				
	68,489,230	1.7319		
Northern Ingham Emergency Services Authority				
Leroy	105,001,187	1.1826		.7500
Locke	65,023,424			
Wheatfield	66,072,571			
Williamstown	214,527,237			
C-Williamston	101,586,931			
	552,211,350	1.1826		
Stockbridge Area Emergency Services Authority				
Bunker Hill	56,948,872	1.0994		
Stockbridge	119,299,878			
White Oak	48,927,702			
Jackson Co. (Waterloo Twp)	102,023,055			
	327,199,507	1.0994		
Fowlerville District Library				
Locke Township	745,510	1.4026		
White Oak Township	5,126,376			
	5,871,886	1.4026		

* Includes 25% of taxable value of Lansing Twp Ren Zone for 2012

continued on page 4

STATEMENT SHOWING TAXABLE VALUATIONS AND MILLS APPORTIONED BY THE COUNTY BOARD OF COMMISSIONERS OF THE COUNTY OF INGHAM FOR THE YEAR 2012
Amended November 27, 2012

This report is issued under the authority of P.A. 282 1905. Filing of this report is mandatory. Failure to complete and file this report may result in a penalty of \$100.

L-4402

1			2	3	4	Millages			8
All Property	Non-Homestead	Comm. Personal	School District	List Each Twp/City Where Located Separately	Taxable Value for Each Township/City	5	6 Operating	7 Bldg/Site Sinking Fund	County Use Notes
65,464,263	12,663,793	6,334	EATON RAPIDS						
X			23050	Aurelius Twp	22,571,673			7.0000	
	X		23050	Aurelius Twp	2,310,745		17.8669		
		X	23050	Aurelius Twp	-		5.8669		
X			23050	Delhi Charter Twp	6,125,974			7.0000	
	X		23050	Delhi Charter Twp	1,114,282		17.8669		
			23050	Delhi Charter Twp	-		5.8669		
			23050	Onondaga Twp	36,698,629			7.0000	
X	X		23050	Onondaga Twp	9,238,766		17.8669		
		X	23050	Onondaga Twp	6,334		5.8669		
X			23051	Onondaga Twp	67,987			7.0000	Leslie tr to Eaton Rapids (80)
			23051	Onondaga Twp	-		17.8669		
			23051	Onondaga Twp	-		5.8669		
960,796,812	416,494,646	34,340,400	EAST LANSING						
X			33010	Lansing Charter Twp	189,126			8.2860	
	X		33010	Lansing Charter Twp	63,900		18.0000		
			33010	Lansing Charter Twp	-		6.0000		Supp. H H oper all included
X			33010	Meridian Twp	156,258,093			8.2860	
	X		33010	Meridian Twp	41,782,761		18.0000		
		X	33010	Meridian Twp	1,188,100		6.0000		Supp. HH oper all included
X			33010	C-East Lansing	767,698,540			8.2860	
	X		33010	C-East Lansing	349,187,580		18.0000		
		X	33010	C-East Lansing	28,868,500		6.0000		Supp. HH oper all included
X			33010	C-Lansing	36,651,053			8.2860	
	X		33010	C-Lansing	25,460,405		18.0000		
		X	33010	C-Lansing	4,283,800		6.0000		Supp. HH oper all included

1				2	3	4	Millages			8
All Property	Non- Homestead	Comm. Personal	School District School District Code	List Each Twp/City Where Located Separately	Taxable Value for Each Township/City	5	6	7	County Use Notes	
							Operating	Bldg/Site Sinking Fund		
2,107,226,376	1,050,423,239	129,212,900	LANSING							
X			33020	Delhi Charter Twp	1,019,050			3.8000		
	X		33020	Delhi Charter Twp	684,350		17.9262			
		X	33020	Delhi Charter Twp	218,800		5.9262			
X			33020	Lansing Charter Twp	161,983,383			3.8000		
	X		33020	Lansing Charter Twp	119,035,268		17.9262			
		X	33020	Lansing Charter Twp	14,505,000		5.9262			
X			33020	C-East Lansing	61,341,590			3.8000		
	X		33020	C-East Lansing	55,117,490		17.9262			
		X	33020	C-East Lansing	5,970,100		5.9262			
X			33020	C-Lansing	1,850,186,153			3.8000		
	X		33020	C-Lansing	848,941,331		17.9262			
		X	33020	C-Lansing	103,597,900		5.9262			
X			33021	C-Lansing-REZ	32,696,200			3.8000	Renaissance Zone	
	X		33021	C-Lansing-REZ	26,644,800				Renaissance Zone	
		X	33021	C-Lansing-REZ	4,921,100				Renaissance Zone	
161,560,946	31,805,251	1,286,528	DANSVILLE							
X			33040	Bunker Hill Twp	23,700,919			3.0000		
	X		33040	Bunker Hill Twp	5,871,855		18.0000			
		X	33040	Bunker Hill Twp	201,100		6.0000			
X			33040	Ingham Twp	76,396,047			3.0000		
	X		33040	Ingham Twp	15,274,047		18.0000			
		X	33040	Ingham Twp	731,229		6.0000			
X			33040	Leroy Twp	4,919,423			3.0000		
	X		33040	Leroy Twp	855,863		18.0000			
		X	33040	Leroy Twp	17,899		6.0000			
X			33040	Leslie Twp	865,400			3.0000		
	X		33040	Leslie Twp	28,250		18.0000			
			33040	Leslie Twp	-		6.0000			
X			33040	Stockbridge Twp	951,581			3.0000		
	X		33040	Stockbridge Twp	164,773		18.0000			

1			2	3	4	Millages			8
All Property	Non- Homestead	Comm. Personal	School District School District Code	List Each Twp/City Where Located Separately	Taxable Value for Each Township/City	5	6	7	County Use Notes
							Operating	Bldg/Site Sinking Fund	
			DANSVILLE continued						
		X	33040	Stockbridge Twp	-		6.0000		
X			33040	Vevay Twp	3,579,244			3.0000	
	X		33040	Vevay Twp	535,823		18.0000		
		X	33040	Vevay Twp	3,800		6.0000		
X			33040	Wheatfield Twp	18,589,829			3.0000	
	X		33040	Wheatfield Twp	1,339,928		18.0000		
		X	33040	Wheatfield Twp	74,000		6.0000		
X			33040	White Oak Twp	32,312,279			3.0000	
	X		33040	White Oak Twp	7,734,712		18.0000		
		X	33040	White Oak Twp	258,500		6.0000		
X			33043	Bunker Hill Twp	246,224			3.0000	Leslie tr to Dansville (10/18/93)
			33043	Bunker Hill Twp	-		18.0000		
			33043	Bunker Hill Twp	-		6.0000		
393,888,917	81,873,153	2,712,000	HASLETT						
X			33060	Meridian Charter Twp	361,658,448			9.1083	
	X		33060	Meridian Charter Twp	78,445,094		18.0000		
		X	33060	Meridian Charter Twp	2,299,200		6.0000		
X			33060	Williamstown Twp	30,727,559			9.1083	
	X		33060	Williamstown Twp	2,181,849		18.0000		
		X	33060	Williamstown Twp	255,200		6.0000		
X			33060	C-East Lansing	1,403,810			9.1083	
	X		33060	C-East Lansing	1,246,210		18.0000		
		X	33060	C-East Lansing	157,600		6.0000		
X			33061	Meridian Charter Twp	-			9.1083	Okemos tr to Haslett #3(75 ?)
	X		33061	Meridian Charter Twp	-		18.0000		Okemos tr to Haslett #3(75 ?)
			33061	Meridian Charter Twp	-		6.0000		
X			33062	Williamstown Twp	99,100			9.1083	Perry tr to Haslett (1990)
			33062	Williamstown Twp	-		18.0000		
			33062	Williamstown Twp	-		6.0000		

1				2	3	4	Millages			8
All Property	Non-Homestead	Comm. Personal	School District	School District Code	List Each Twp/City Where Located Separately	Taxable Value for Each Township/City	5	6 Operating	7 Bldg/Site Sinking Fund	County Use Notes
635,352,331	189,600,688	19,959,500	HOLT							
X			33070	Delhi Charter Twp		621,514,777			10.0000	
	X		33070	Delhi Charter Twp		187,830,435		17.3171		
		X	33070	Delhi Charter Twp		19,905,600		5.3171		
X			33070	C-Lansing		13,292,769			10.0000	
	X		33070	C-Lansing		1,764,453		17.3171		
		X	33070	C-Lansing		51,700		5.3171		
X			33071	Delhi Charter Twp		158,300			3.8500	Mason tr to Holt (2004)
	X		33071	Delhi Charter Twp		5,100		17.3171		Mason tr to Holt (2004)
			33071	Delhi Charter Twp		-		5.3171		
			33072	Delhi Charter Twp		106,000			3.8500	Mason tr to Holt (2007)
X			33072	Delhi Charter Twp		-		17.3171		
			33072	Delhi Charter Twp		-		5.3171		
X			33076	Delhi Charter Twp		122,600			10.0000	Mason tr to Holt (1993)
	X		33076	Delhi Charter Twp		400		17.3171		Mason tr to Holt (1993)
			33076	Delhi Charter Twp		-		5.3171		
X			33078	Delhi Charter Twp		157,885			10.0000	Eaton Rapids tr to Holt (8/28/1991)
	X		33078	Delhi Charter Twp		300		17.3171		Eaton Rapids tr to Holt (8/28/1991)
		X	33078	Delhi Charter Twp		2,200		5.3171		Eaton Rapids tr to Holt (8/28/1991)
166,101,962	36,325,962	3,188,341	LESLIE							
X			33100	Bunker Hill Twp		19,939,449			7.3900	
	X		33100	Bunker Hill Twp		4,880,734		18.0000		
		X	33100	Bunker Hill Twp		37,800		6.0000		
X			33100	Leslie Twp		69,878,250			7.3900	
	X		33100	Leslie Twp		11,813,450		18.0000		
		X	33100	Leslie Twp		1,795,350		6.0000		
X			33100	Onondaga Twp		38,452,946			7.3900	
	X		33100	Onondaga Twp		5,122,284		18.0000		
		X	33100	Onondaga Twp		503,641		6.0000		
X			33100	C-Leslie		37,831,317			7.3900	
	X		33100	C-Leslie		14,509,494		18.0000		
		X	33100	C-Leslie		851,550		6.0000		

1			2	3	4	Millages			8
All Property	Non-Homestead	Comm. Personal	School District School District Code	List Each Twp/City Where Located Separately	Taxable Value for Each Township/City	5	Extra Voted		County Use Notes
							6 Operating	7 Bldg/Site Sinking Fund	
630,786,695	165,747,906	14,326,773	MASON						
X			33121	Ingham Twp	7,446			4.8500	Dansville tr to Mason (1989)
			33121	Ingham Twp	-		18.0000		
			33121	Ingham Twp	-		6.0000		
X			33124	Leslie Twp	208,800			12.2400	Leslie tr to Mason (5/26/1996)
			33124	Leslie Twp	-		18.0000		
			33124	Leslie Twp	-		6.0000		
X			33130	Alaiedon Twp	118,954,463			4.8500	
	X		33130	Alaiedon Twp	34,054,564		18.0000		
		X	33130	Alaiedon Twp	3,642,000		6.0000		
X			33130	Aurelius Twp	102,378,138			4.8500	
	X		33130	Aurelius Twp	9,339,356		18.0000		
		X	33130	Aurelius Twp	789,600		6.0000		
X			33130	Delhi Charter Twp	63,560,747			4.8500	
	X		33130	Delhi Charter Twp	13,772,386		18.0000		
		X	33130	Delhi Charter Twp	934,000		6.0000		
X			33130	Leslie Twp	4,396,000			4.8500	
	X		33130	Leslie Twp	430,600		18.0000		
		X	33130	Leslie Twp	74,900		6.0000		
X			33130	Onondaga Twp	3,939,644			4.8500	
	X		33130	Onondaga Twp	416,245		18.0000		
			33130	Onondaga Twp	-		6.0000		
X			33130	Vevay Twp	121,628,697			4.8500	
	X		33130	Vevay Twp	26,559,292		18.0000		
		X	33130	Vevay Twp	1,887,800		6.0000		
X			33130	Wheatfield Twp	3,149,587			4.8500	
	X		33130	Wheatfield Twp	407,979		18.0000		
			33130	Wheatfield Twp	28,500		6.0000		
X			33130	C-Lansing	663,600			4.8500	
			33130	C-Lansing	-		18.0000		
			33130	C-Lansing	-		6.0000		
X			33130	C-Mason	211,899,573			4.8500	

1			2	3	4	Millages			8
All Property	Non-Homestead	Comm. Personal	School District School District Code	List Each Twp/City Where Located Separately	Taxable Value for Each Township/City	5	6	7	County Use Notes
							Operating	Bldg/Site Sinking Fund	
			MASON continued						
	X		33130	C-Mason	80,767,484		18.0000		
		X	33130	C-Mason	6,969,973		6.0000		
1,120,963,914	422,130,910	38,192,700	OKEMOS						
X			33170	Alaiedon Twp	71,779,997			7.9919	
	X		33170	Alaiedon Twp	49,956,316		18.0000		
		X	33170	Alaiedon Twp	6,609,500		6.0000		
X			33170	Meridian Charter Twp	1,001,020,799			7.9919	
	X		33170	Meridian Charter Twp	348,532,730		18.0000		
		X	33170	Meridian Charter Twp	28,974,100		6.0000		
X			33170	Williamstown Twp	16,523,996			7.9919	
	X		33170	Williamstown Twp	584,062		18.0000		
			33170	Williamstown Twp	-		6.0000		
X			33170	C-Lansing	30,089,116			7.9919	
	X		33170	C-Lansing	23,056,454		18.0000		
		X	33170	C-Lansing	2,609,100		6.0000		
X			33171	Meridian Charter Twp	-			7.9919	Haslett tr to Okemos ('75 or before)
	X		33171	Meridian Charter Twp	-		18.0000		Haslett tr to Okemos ('75 or before)
			33171	Meridian Charter Twp	-		6.0000		
X			33173	Williamstown Twp	1,550,006			7.9919	Haslett tr to Okemos (3/19/1993)
	X		33173	Williamstown Twp	1,348		18.0000		Haslett tr to Okemos (3/19/1993)
			33173	Williamstown Twp	-		6.0000		
140,748,398	42,221,497	1,784,150	STOCKBRIDGE						
X			33200	Bunker Hill Twp	13,062,280			4.0500	
	X		33200	Bunker Hill Twp	1,731,800		18.0000		
		X	33200	Bunker Hill Twp	98,900		6.0000		
X			33200	Stockbridge Twp	118,348,297			4.0500	
	X		33200	Stockbridge Twp	38,584,927		18.0000		
		X	33200	Stockbridge Twp	1,500,150		6.0000		
X			33200	White Oak Twp	9,337,821			4.0500	
	X		33200	White Oak Twp	1,904,770		18.0000		
		X	33200	White Oak Twp	185,100		6.0000		

1			2	3	4	Millages			8
All Property	Non-Homestead	Comm. Personal	School District School District Code	List Each Twp/City Where Located Separately	Taxable Value for Each Township/City	5	6	7	County Use Notes
							Operating	Bldg/Site Sinking Fund	
110,413,554	52,073,379	4,144,300	WAVERLY						
X			33215	Lansing Charter Twp	107,844,982		4.3005	5.6300	
	X		33215	Lansing Charter Twp	51,790,409		13.6995		
		X	33215	Lansing Charter Twp	4,138,500		6.0000		Supp. HH oper all is included
X			33215	C-Lansing	1,735,072		4.3005	5.6300	
	X		33215	C-Lansing	20,770		13.6995		
		X	33215	C-Lansing	5,800		6.0000		Supp. HH oper all is included
X			33216	Lansing Charter-REZ	833,500		1.0751	5.6300	Renaissance Zone - 75% EX
	X		33216	Lansing Charter-REZ	262,200		3.4249		Renaissance Zone - 75% EX
			33216	Lansing Charter-REZ	-		1.5000		
103,961,648	26,405,441	4,428,597	WEBBERVILLE						
X			33220	Leroy Twp	73,839,306			8.4307	
	X		33220	Leroy Twp	22,088,021		18.0000		
		X	33220	Leroy Twp	4,315,747		6.0000		
X			33220	Locke Twp	27,971,116			8.4307	
	X		33220	Locke Twp	3,984,760		18.0000		
		X	33220	Locke Twp	111,650		6.0000		
X			33220	White Oak Twp	2,151,226			8.4307	
	X		33220	White Oak Twp	332,660		18.0000		
		X	33220	White Oak Twp	1,200		6.0000		
386,049,614	71,493,623	6,311,608	WILLIAMSTON						
X			33230	Alaiedon Twp	9,147,194			8.0500	
	X		33230	Alaiedon Twp	1,011,731		18.0000		
		X	33230	Alaiedon Twp	143,900		6.0000		
X			33230	Leroy Twp	26,242,458			8.0500	
	X		33230	Leroy Twp	3,187,666		18.0000		
		X	33230	Leroy Twp	234,158		6.0000		
X			33230	Locke Twp	18,599,996			8.0500	
	X		33230	Locke Twp	2,766,133		18.0000		
		X	33230	Locke Twp	11,850		6.0000		
X			33230	Meridian Charter Twp	32,053,919			8.0500	
	X		33230	Meridian Charter Twp	2,062,656		18.0000		

1			2	3	4	Millages			8
All Property	Non- Homestead	Comm. Personal	School District School District Code	List Each Twp/City Where Located Separately	Taxable Value for Each Township/City	5	6	7	County Use Notes
							Operating	Bldg/Site Sinking Fund	
			WILLIAMSTON continued						
		X	33230	Meridian Charter Twp	1,165,100		6.0000		
X			33230	Wheatfield Twp	44,166,884			8.0500	
	X		33230	Wheatfield Twp	4,609,145		18.0000		
		X	33230	Wheatfield Twp	510,500		6.0000		
X			33230	Williamstown Twp	152,373,368			8.0500	
	X		33230	Williamstown Twp	21,118,967		18.0000		
		X	33230	Williamstown Twp	1,399,600		6.0000		
X			33230	C-Williamston	101,586,931			8.0500	
	X		33230	C-Williamston	36,359,542		18.0000		
		X	33230	C-Williamston	2,471,140		6.0000		
X			33231	Locke Twp	85,080			5.4600	Perry tr to Williamston (6/18/00)
	X		33231	Locke Twp	-		18.0000		
		X	33231	Locke Twp	-		6.0000		
X			33235	Williamstown Twp	94,500			8.0500	Perry tr to Williamston (12/15/1993)
			33235	Williamstown Twp	-		18.0000		
			33235	Williamstown Twp	-		6.0000		
X			33236	Williamstown Twp	108,900			10.4100	Perry tr to Williamston (9/25/95)
			33236	Williamstown Twp	-		18.0000		
			33236	Williamstown Twp	-		6.0000		
X			33237	Williamstown Twp	260,000			5.4600	Perry tr to Williamston (10/24/1996)
			33237	Williamstown Twp	-		18.0000		
			33237	Williamstown Twp	-		6.0000		
X			33238	Wheatfield Twp	77,025			5.1000	Dansville tr to Williamston (4/25/00)
			33238	Wheatfield Twp	-		18.0000		
			33238	Wheatfield Twp	-		6.0000		
X			33239	Wheatfield Twp	89,246			5.1000	Dansville tr to Williamston (5/17/02)
			33239	Wheatfield Twp	-		18.0000		
			33239	Wheatfield Twp	-		6.0000		
X			33241	Williamstown Twp	126,400			5.4600	Perry tr to Williamston (9/19/03)
	X		33241	Williamstown Twp	-		18.0000		
			33241	Williamstown Twp	-		6.0000		

1			2	3	4	Millages			8
All Property	Non- Homestead	Comm. Personal	School District School District Code	List Each Twp/City Where Located Separately	Taxable Value for Each Township/City	5	6	7	County Use Notes
							Operating	Bldg/Site Sinking Fund	
			WILLIAMSTON continued						
X			33233	C-Williamston RZ	1,037,713			7.3000	Renaissance Zone
	X		33233	C-Williamston-RZ	377,783				Renaissance Zone
			33233	C-Williamston-RZ	375,360				
1,356,009	118,385	-	NW JACKSON						
X			38140	Leslie Twp	395,700			1.0221	
	X		38140	Leslie Twp	6,100		18.0000		
			38140	Leslie Twp	-		6.0000		
X			38140	Onondaga	960,309			1.0221	
	X		38140	Onondaga	112,285		18.0000		
			38140	Onondaga	-		6.0000		
81,189	1,505	-	SPRINGPORT						
X			38150	Onondaga Twp	81,189			8.9500	
	X		38150	Onondaga Twp	1,505		18.0000		
			38150	Onondaga Twp	-		6.0000		
5,871,886	1,246,687	-	FOWLERVILLE						
X			47030	Locke Twp	745,510			8.3400	
	X		47030	Locke Twp	62,019		18.0000		
			47030	Locke Twp	-		6.0000		
X			47030	White Oak Twp	5,087,542			8.3400	
	X		47030	White Oak Twp	1,184,668		18.0000		
			47030	White Oak Twp	-		6.0000		
X			47038	White Oak Twp	38,834			8.3400	Webberville tr to Fowlerville (00)
			47038	White Oak Twp	-		18.0000		
			47038	White Oak Twp	-		6.0000		
6,735,156	437,787	-	MORRICE						
X			78060	Locke Twp	6,735,156			7.0000	
	X		78060	Locke Twp	437,787		16.5032		
			78060	Locke Twp	-		4.5032		

1			2	3	4	Millages			8
All Property	Non- Homestead	Comm. Personal	School District School District Code	List Each Twp/City Where Located Separately	Taxable Value for Each Township/City	5	Extra Voted		County Use Notes
						6 Operating	7 Bldg/Site Sinking Fund		
23,549,974	2,704,642	3,500	PERRY						
X			78080	Locke Twp	10,879,275			7.0000	
	X		78080	Locke Twp	1,262,347		14.7771		
		X	78080	Locke Twp	3,500		2.7771		
X			78080	Williamstown Twp	12,663,408			7.0000	
	X		78080	Williamstown Twp	1,442,295		14.7771		
			78080	Williamstown Twp	-		2.7771		
X			78081	Locke Twp	7,291			1.4500	Morrice tr to Perry (2006)
			78081	Locke Twp	-		14.7771		
			78081	Locke Twp	-		2.7771		

1		2	3	4	Millages			8 County Use Notes
					5 ISD Alloc	6 Operating	7 Bldg/Site/Debt	
		Intermediate School Districts and Community College	List Each Twp/City Where Located Separately	Total Taxable Value				
		Ingham Intermediate School District		8,283,849,309	.1894	5.7987		Spec Ed 4.5062
		Clinton	420,696,172					Voc Ed 1.2925
		Eaton	768,203,718					No debt
		Ingham *	6,883,492,129	833,500				Lansing Schools do not pay vocational ed.
		Jackson	92,890,991					
		Livingston	87,858,991					
		Shiawassee	7,147,397					
		Washtenaw	23,559,911					
		Eaton Intermediate Schools District		65,464,263	.1843	3.6935		Spec Ed 2.7704 Voc Ed .9231 No debt
		Aurelius Township	22,571,673					
		Delhi Township	6,125,974					
		Onondaga Township	36,766,616					
		Jackson Intermediate School District		1,437,198	.3422	8.4178		Spec Ed 6.2764 Voc Ed 2.1414 No debt
		Leslie Twp	395,700					
		Onondaga Twp	1,041,498					
		Livingston Intermediate School District		5,871,886	.0670	2.2691		Spec Ed 2.2691 No Debt
		Locke Twp	745,510					
		White Oak Twp	5,126,376					
		Shiawassee Intermediate School District		30,285,130	.2238	3.6802		Spec Ed 3.6802 No debt
		Locke Twp	17,621,722					
		Williamstown Twp	12,663,408					
		Lansing Community College		10,069,051,479		3.8072		Operating
		Ingham County *	6,883,492,129					
		Clinton County	1,301,308,365					
		Eaton County	1,782,813,738					
		Ionia County	5,965,390					
		Livingston County	87,858,991					
		Shiawassee County	7,612,866					

* Includes 25% of taxable value of Lansing Twp Ren Zone for 2012

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION MAKING AN APPOINTMENT TO THE BOARD OF HEALTH

RESOLUTION #12-

WHEREAS, several vacancies exist on the Board of Health; and

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

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

Garry Rowe, 2301 Tiffany Lane, Holt, 48842

to the Board of Health, as a consumer, to a term expiring December 31, 2013.

HUMAN SERVICES: Yeas: Nolan, Tennis, McGrain, Vickers, Dougan

Nays: None **Absent:** Schor **Approved 11/19/12**

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION MAKING AN APPOINTMENT TO THE SENIOR CITIZENS ADVISORY BOARD

RESOLUTION #12-

WHEREAS, several vacancies exist on the Senior Citizens Advisory Board; and

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

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

Richard Muniz, 2666 Frank Street, Lansing, 48911

to the Senior Citizens Advisory Board to a term expiring December 31, 2015.

HUMAN SERVICES: Yeas: Nolan, Tennis, McGrain, Vickers, Dougan

Nays: None **Absent:** Schor **Approved 11/19/12**

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO HONOR THE INGHAM COMMUNITY HEALTH CENTERS
BOARD OF DIRECTORS ON THEIR TEN YEAR ANNIVERSARY**

RESOLUTION #12-

WHEREAS, the Ingham Community Health Centers Board of Directors (Ingham CHC Board) was formed in 2002 to meet requirements of Section 330 of the Public Health Services Act as a new health center program grantee of the Health Resources and Services Administration; and

WHEREAS, the Ingham CHC Board is comprised of individuals who volunteer their time and energy to create a fiscally and administratively strong organization for the purpose of improving the health status of the residents of Ingham County; and

WHEREAS, the Ingham CHC Board has a strong partnership with both the Health Department and the Ingham County Board of Commissioners; and

WHEREAS, the mission of the Ingham CHC Board is to assure the delivery of high-quality, well-managed and cost-effective health care services to Ingham County residents through a network of community health centers that respond to the specific needs of potentially at-risk or underserved populations, including people with low incomes, women during the child-bearing years, children, people of color, and recent immigrants. These services will be provided without regard for the patient's insurance status or ability to pay.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby honors the Ingham Community Health Centers Board of Directors and the value the consumers bring to ensuring that medically underserved residents in Ingham County have access to healthcare.

HUMAN SERVICES: Yeas: Nolan, Tennis, McGrain, Vickers, Dougan

Nays: None **Absent:** Schor **Approved 11/19/12**

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING DORIS GOODMAN

RESOLUTION #12-

WHEREAS, Doris Goodman began her career with Ingham County in August, 1985 as a Nutritionist in the Women Infant and Children (WIC) Unit of the Health Department; and

WHEREAS, in March, 1990, she was promoted to the WIC Program Coordinator position; and

WHEREAS, in the role of WIC Coordinator, she was responsible for the development of nutrition education curricula and high risk nutrition counseling; and

WHEREAS, in January, 2009, Ms. Goodman was recognized by the Michigan Department of Community Health, Bureau of Family, Maternal and Child Health WIC Division, in honor of contributions serving as an esteemed member of the MI-WIC Steering Committee representing Local Agencies of the Michigan WIC Program; and

WHEREAS, she was a tireless advocate for thousands of women and children who were at nutritional risk, assisting them and enrolling them in programs; and

WHEREAS, with years of dedicated hard work and supportive enthusiasm, she built strong relationships with her staff and colleagues, and encouraged her staff to meet the nutritional and educational needs of thousands of women and children; and

WHEREAS, over two decades she built strong relationships with community and statewide partners, Ms. Goodman was recognized for her leadership and collaboration and support of women and children by local and statewide partners for improving the health of women and children and improving the quality of life in the community; and

WHEREAS, the WIC Clinic carried a caseload of over 7300 clients, and Ms. Goodman advocated for and received approval from the Michigan Department of Community Health – WIC Division allocation of funding for the purpose of hiring a Peer Breastfeeding Counselor to be in the ICHD WIC Clinic for FY 2010/11.

THEREFORE BE IT RESOLVED that the Ingham County Board of Commissioners hereby honors Ms. Goodman upon her retirement after 27 years of dedicated service to the community and for the contributions she has made to the Health Department.

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

HUMAN SERVICES: Yeas: Nolan, Tennis, McGrain, Vickers, Dougan
Nays: None **Absent:** Schor **Approved 11/19/12**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ENTER INTO A MICHIGAN GROUNDWATER
STEWARDSHIP PROGRAM (MGSP) CLEAN SWEEP PROGRAM
AGREEMENT WITH THE MICHIGAN DEPARTMENT OF AGRICULTURE**

RESOLUTION #12-

WHEREAS, Ingham County Health Department has operated a Household Hazardous Waste Collection Program since 1985; and

WHEREAS, the Health Department has had a MGSP Clean Sweep Program Agreement with the Michigan Department of Agriculture since 2001; and

WHEREAS, each year the Agreement has allowed the Health Department to be reimbursed for costs associated with the collection, transportation and disposal of pesticides; and

WHEREAS, the Michigan Department of Agriculture has proposed to enter into a new agreement with the Health Department; and

WHEREAS, the Michigan Department of Agriculture shall pay the Health Department up to \$15,000 for costs associated with the collection, transportation and disposal of pesticides; and

WHEREAS, the term of the Agreement shall be October 1, 2012 through September 30, 2013; and

WHEREAS, the Health Department anticipates a continuation of these services and funds in its 2013 budget; and

WHEREAS; the Health Officer has recommended that the Board of Commissioners authorizes a MGSP Clean Sweep Program Agreement with the Michigan Department of Agriculture.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an Agreement with the Michigan Department of Agriculture.

BE IT FURTHER RESOLVED, that the Michigan Department of Agriculture shall reimburse Ingham County up to \$15,000 for costs associated with the collection, transportation and disposal of pesticides.

BE IT FURTHER RESOLVED, that the term of the agreement shall be October 1, 2012 through September 30, 2013.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign the Agreement after review by the County Attorney.

RESOLUTION #12-

HUMAN SERVICES: Yeas: Nolan, Tennis, McGrain, Vickers, Dougan
Nays: None **Absent:** Schor **Approved 11/19/12**

FINANCE: Finance will meet 11/26/12

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING AN AMENDMENT TO RESOLUTION #12-150 WITH
GAV ASSOCIATES, INC. TO WRITE UP PRELIMINARY CONSTRUCTION DOCUMENTS FOR
ALTERATIONS AND RENOVATIONS AT WILLOW HEALTH CENTER**

RESOLUTION #12-

WHEREAS, Resolution #12-150 approved a contract with GAV Associates, Inc. to write up preliminary construction documents for alterations and renovations at Willow Health Center; and

WHEREAS, after original documents were submitted, there was a reduction in the original budget amount that required a re-design of the construction documents; and

WHEREAS, funds for the re-design of construction documents are available in line item 511-61553-818000-02005.

THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby authorizes amending the contract with GAV Associates, Inc., 31471 Northwestern Highway, Suite 2, Farmington Hills, MI 48334-2575, to provide complete re-design, engineering, and construction administration services for modernizing, improving and reconfiguring interior arrangements of Willow Health Center for an original cost of \$16,150.00 plus \$4,900.00 in additional funds for a total cost not to exceed \$21,050.00.

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.

HUMAN SERVICES: Yeas: Nolan, Tennis, McGrain, Vickers, Dougan
Nays: None **Absent:** Schor **Approved 11/19/12**

COUNTY SERVICES: Yeas: Holman, Grebner, Celentino, De Leon, Vickers
Nays: None **Absent:** Schor **Approved 11/20/12**

FINANCE: Finance will meet 11/26/12

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION IN SUPPORT OF THE VOLUNTEERS OF AMERICA MICHIGAN OPERATING A
PACE PROGRAM IN THE LANSING AREA**

RESOLUTION #12-

WHEREAS, many frail older adults dependent upon Medicaid find themselves locked into a system characterized by few choices and little opportunity to remain independent in their communities; and

WHEREAS, these individuals and their family caregivers are increasingly demanding options to the traditional nursing home environment and want to age in place in their local communities; and

WHEREAS, they need integrated, seamless and hassle-free financial and service delivery systems that deliver high quality care and services; and

WHEREAS, the Program of All-Inclusive Care for the Elderly (PACE), is a tested and proven program capable of delivering community-based care to the frail and disabled elderly; provides a full range of primary, acute and long term care services in both community and institutional settings for the nursing-home-qualified, dual eligible population; uses a team-managed approach to care, integrates a comprehensive package of acute and long term health services in both inpatient and outpatient settings; and

WHEREAS, PACE programs can empower the frail elderly to age in place, improve quality clinical outcomes and beneficiary satisfaction, provide predictable costs, save money, and serve the dual eligible population by coordinating and providing all needed preventative, primary, acute and long term care services so that nursing home eligible older adults can continue living active lives in the community; and

WHEREAS, the State of Michigan Department of Community Health has embraced the PACE model of care as an option in their continuum of care, and there are currently six other PACE programs in Michigan communities including Detroit, Grand Rapids, and Muskegon; and

WHEREAS, the Volunteers of America Michigan affiliate is requesting approval from the Michigan Department of Community Health to operate a PACE Program in the three contiguous counties around Lansing; and

WHEREAS, a PACE program in Lansing will invest in significant infrastructure for a PACE Center, partner with the current healthcare community, and invest in up to 100 staff positions to serve the community; and

WHEREAS, the Tri-County Office on Aging has submitted a letter in support of the Volunteers of American Michigan operating a pace program in Ingham, Eaton and Clinton counties.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners supports the Volunteers of America Michigan in their efforts to establish a PACE program that will service the elderly.

NOVEMBER 27, 2012
Agenda Item No. 22

RESOLUTION #12-

HUMAN SERVICES: Yeas: Nolan, Tennis, McGrain, Vickers, Dougan
Nays: None **Absent:** Schor **Approved 11/19/12**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH THE MICHIGAN PUBLIC HEALTH
INSTITUTE (MPHI) TO IMPLEMENT THE MICHIGAN PATHWAYS TO BETTER HEALTH
GRANT**

RESOLUTION #12-

WHEREAS, in 2004 the U.S. spends more on health care than any other country in the world as a percentage of gross domestic product (15.2% in 2004) and Michigan spent 13.5% of its gross state product (GSP) on personal health care in the same year; and

WHEREAS, current rate of growth in health care spending is unsustainable and ultimately damaging to our economy and the health system; and

WHEREAS, social determinants have an undeniable effect on health and well being; and

WHEREAS, Ingham County was one of three sites selected to participant in the Michigan Pathways to Better Health project; and

WHEREAS, the Health Department has been awarded funding by the Michigan Department of Community Health (MDCH) through the Michigan Public Health Institute (MPHI) to implement the Michigan Pathways to Better Health project in Ingham County and the surrounding area; and

WHEREAS, Ingham County's Pathways project is motivated by the project's threefold purpose: (1) to improve enrollees' health; (2) increase enrollees' utilization of primary care services; and (3) decrease the cost of enrollees' health care by reducing the unnecessary hospitalization and Emergency Room visits.

WHEREAS, the Health Department was selected to be the Lead Agency/Fiduciary for this funding in Ingham County because of need, high healthcare utilization, and their capacity for coordinated action. The Health Department will collaborate and contract with MPHI. In addition, will act as the fiduciary and subcontract with the following seven agencies in the amount of up to \$32,000 each:

Allen Neighborhood Center
South Side Community Coalition
North West Initiative
Tri-County Office on Aging
Volunteers of America
Lansing Latino Health Alliance
Capital Area and Community Services

RESOLUTION #12-

WHEREAS, the following temporary positions be established in the Health Department requests the establishment of the following temporary positions:

Lead Social Worker (ICEA/PRO8) – 1.0
Public Health Nurse (ICEA/PHN3) – 1.0
Community Outreach Worker (UAW D) – 3.0
Health Analyst (ICEA/PRO8) – 1.0

WHEREAS, an agreement is authorized with the Ingham Health Plan Corporation in the amount of up to \$50,000 to be the HUB for this project; and

WHEREAS, the Health Officer recommends that the Ingham County Board of Commissioners accept the grant award in the amount of up to \$590,679 from the Michigan Public Health Institute (MPHI) for the period of October 1, 2012 through June 30, 2013.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with the Michigan Public Health Institute (MPHI) to implement Ingham County Pathways in the amount of \$590,679 for the period of October 1, 2012 through June 30, 2013.

BE IT FURTHER RESOLVED, that Ingham County agrees to act as the Fiduciary and Care Coordination Agency for the Michigan Pathways to Better Health Grant in Ingham County.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes subcontracts in the amount of \$32,000 with the following agencies: Allen Neighborhood Center, South Side Community Coalition, North West Initiative, Tri-County Office on Aging, Volunteers of America, Lansing Latino Health Alliance, Capital Area and Community Services for the period of October 1, 2012 through June 30, 2013.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes a contract with the Ingham Health Plan Corporation in the amount of \$50,000 to act as the HUB on this project to provide referral and data analysis for the period of October 1, 2012 through June 30, 2013.

BE IT FURTHER RESOLVED, that the Power of We will be allocated \$10,000 to serve as the Convener to support the MPBH through maintenance of a functioning network of all community partner agencies and Facilitates agreements related data sharing and other functions.

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes the establishment of the following temporary positions effective January 1, 2013:

Lead Social Worker (ICEA/PRO8) – 1.0
Public Health Nurse (ICEA/PHN3) – 1.0
Community Outreach Worker (UAW D) – 3.0
Health Analyst (ICEA/PRO8) – 1.0

RESOLUTION #12-

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

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign the agreement and the subcontracts after review by the County Attorney.

HUMAN SERVICES: Yeas: Nolan, Tennis, McGrain, Vickers, Dougan
Nays: None **Absent:** Schor **Approved 11/19/12**

COUNTY SERVICES: Yeas: Holman, Grebner, Celentino, De Leon, Vickers
Nays: None **Absent:** Schor **Approved 11/20/12**

FINANCE: Finance will meet 11/26/12

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING AN AMENDMENT TO RESOLUTION #10-353 WITH
GAV ASSOCIATES TO PROVIDE ARCHITECTURAL & ENGINEERING SERVICES FOR
RENOVATIONS TO THE INGHAM COUNTY FAMILY CENTER**

RESOLUTION #12-

WHEREAS, Resolution #10-353 approved a request that the current unused space at the Ingham County Family Center be renovated to meet the short term and long term needs of the public; and

WHEREAS, there have been required changes to the original design after it was submitted; and

WHEREAS, the new design and additional funds are needed to complete the project successfully; and

WHEREAS, funds for this project are available in the Juvenile Justice Millage line item 264-66400-818000.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes amending the approved contract with GAV Associates, Inc., 31471 Northwestern Highway, Suite 2, Farmington Hills, MI 48334-2575 to perform architectural and engineering services for the renovation of the Ingham County Family Center for an original cost of \$21,450.00, plus \$4,860.00 in additional funds, for a total cost not to exceed \$26,310.00.

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.

JUDICIARY: Yeas: Koenig, Bahar-Cook, Holman, Schafer, Dragonetti

Nays: None **Absent:** Tsernoglou **Approved 11/15/12**

COUNTY SERVICES: Yeas: Holman, Grebner, Celentino, De Leon, Vickers

Nays: None **Absent:** Schor **Approved 11/20/12**

FINANCE: Finance will meet 11/26/12

Introduced by the Judiciary and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE CONTRACTS FOR GUARDIAN AD LITEM SERVICES
IN THE PROBATE COURT**

RESOLUTION #12-

WHEREAS, the Probate Court, by statute, must provide investigations and guardian ad litem services to respondents in guardianship, conservatorship, and other matters; and

WHEREAS, the Probate Court has for over a year entered into cost-saving contractual relationships with a few local attorneys to provide said required investigation and guardian ad litem services; and

WHEREAS, funding was recently approved by the Board of Commissioners to pay for all investigations and guardian ad litem services through a contract; and

WHEREAS, the amount of \$72,000 is a fair and appropriate amount for the provision of said services for an entire year; and

WHEREAS, the attorneys Robert Refior and Louis Kafantaris have provided these services in the past, have rendered good service, are willing to take on all investigation and guardian ad litem services for the 2013 year, and this court is willing to have them so continue; and

WHEREAS, it is appropriate for each of said attorneys to be compensated one-half of the total contract (i.e., \$36,000 each).

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approve Probate Court's investigation and guardian ad litem contracts in guardianship, conservatorship, and other matters for the 2013 fiscal year from the existing Probate Court budget as follows:

- Attorney Robert Refior not to exceed \$36,000.00
- Attorney Elias Kafantaris not to exceed \$36,000.00

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

JUDICIARY: Yeas: Koenig, Bahar-Cook, Holman, Schafer, Dragonetti
Nays: None **Absent:** Tsernoglou **Approved 11/15/12**

FINANCE: Finance will meet 11/26/12

Introduced by the Judiciary and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT WITH THE
INGHAM INTERMEDIATE SCHOOL DISTRICT FOR EDUCATIONAL SERVICES AT THE
INGHAM ACADEMY**

RESOLUTION #12-

WHEREAS, the Ingham Academy is a day treatment program for delinquent youth under the jurisdiction of the Ingham County Circuit Court's Family Division; and

WHEREAS, the Ingham Intermediate School District provides the educational services for the youth attending the Ingham Academy; and

WHEREAS, the cost of services provided by the Ingham Intermediate School District was included in the County's 2013 Budget and in the State's Child Care Fund at a total of \$434,932; and

WHEREAS, the total cost of educational services for the Ingham Academy increased in the 2013 Budget by \$33,877 as compared to the 2012 Budget; and

WHEREAS, the funding for the Ingham Intermediate School District's services comes from the Juvenile Justice Millage and is reimbursed 50% by the State's Child Care Fund; and

WHEREAS, the additional money needed stems from the decrease in state revenue projected due to the number of youth admitted to the Academy; and

WHEREAS, the additional money came from other line items in the Family Division's Budget which prevented a request for new dollars.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes the 30th Circuit Court Family Division to enter into a contract with the Ingham Intermediate School District to provide the educational services at the Ingham Academy at a cost of \$434,932 for the fiscal year of October 1, 2012 through September 30, 2013.

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

JUDICIARY: Yeas: Koenig, Bahar-Cook, Holman, Schafer, Dragonetti

Nays: None **Absent:** Tsernoglou **Approved 11/15/12**

FINANCE: Finance will meet 11/26/12

Introduced by the Law Enforcement, Judiciary and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THREE YEAR CONTRACTS FOR
WESTLAW ELECTRONIC LAW LIBRARY ACCESS FOR VARIOUS
INGHAM COUNTY DEPARTMENTS, OFFICES AND COURTS**

RESOLUTION #12-

WHEREAS, various Ingham County criminal justice agencies utilize automated Law Library access through a vendor; and

WHEREAS, the LOFT – the Law and Order Fund for Technology: Sheriff, Prosecutor, 55th District, 30th Circuit and Probate Courts collectively looked at various vendors to provide this service to determine the most cost effective and efficient way to obtain this service; and

WHEREAS, the LOFT Committee recommend Westlaw as the best vendor to provide this service.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the LOFT Committee's recommendation and authorizes three year contracts with Westlaw from January 1, 2013 through December 31, 2015 out of budgeted operational and LOFT Funds with the exception of Friend of the Court and Prosecuting Attorney's Office Family Support which will be paid through the Title IV-D Cooperative Reimbursement Program Contract with State of Michigan as follows:

• Circuit Court	\$ 1177.00	monthly fee * 12 = \$ 14,124.00 for 2013
	\$ 1193.00	monthly fee * 12 = \$ 14,316.00 for 2014
	\$ 1230.00	monthly fee * 12 = \$ 14,760.00 for 2015
• Friend of the Court	\$ 213.94	monthly fee * 12 = \$ 2567.28 for 2013
	\$ 224.64	monthly fee * 12 = \$ 2695.68 for 2014
	\$ 235.87	monthly fee * 12 = \$ 2830.44 for 2015
• District Court	\$ 358.00	monthly fee * 12 = \$ 4296.00 for 2013
	\$ 365.78	monthly fee * 12 = \$ 4389.36 for 2014
	\$ 378.96	monthly fee * 12 = \$ 4547.52 for 2015
• Sheriff's Office	\$ 301.10	monthly fee * 12 = \$ 3,613.20 for 2013
	\$ 316.16	monthly fee * 12 = \$ 3,793.92 for 2014
	\$ 331.97	monthly fee * 12 = \$ 3,983.64 for 2015
• Prosecuting Attorney's Office	\$ 1282.00	monthly fee * 12 = \$ 15,384.00 for 2013
	\$ 1294.82	monthly fee * 12 = \$ 15,527.84 for 2014
	\$ 1333.66	monthly fee * 12 = \$ 16,003.97 for 2015
• Prosecuting Attorney's Office Family Support Unit	\$ 230.76	monthly fee * 12 = \$ 2769.12 for 2013
	\$ 242.29	monthly fee * 12 = \$ 2907.48 for 2014
	\$ 254.40	monthly fee * 12 = \$ 3052.80 for 2015

RESOLUTION #12-

Annual Costs: 2013 - \$ 37,417.20 to be paid from LOFT
2014 - \$ 38,027.12 to be paid from LOFT
2015 - \$ 39,295.13 to be paid from LOFT
Annual Costs: 2013 – \$ 5336.40 to be paid through the Title IV-D Cooperative Reimbursement Program
Contract with State of Michigan
2014 – \$ 5603.16 to be paid through the Title IV-D Cooperative Reimbursement Program
Contract with State of Michigan
2015 - \$ 5883.24 to be paid through the Title IV-D Cooperative Reimbursement Program
Contract with State of Michigan

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

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

LAW ENFORCEMENT: Yeas: Tsernoglou, De Leon, Celentino, Dragonetti
Nays: None **Absent:** Koenig, Schafer **Approved 11/1/12**

JUDICIARY: Yeas: Koenig, Bahar-Cook, Holman, Schafer, Dragonetti
Nays: None **Absent:** Tsernoglou **Approved 11/15/12**

FINANCE: Finance will meet 11/26/12

Introduced by the Law Enforcement and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AMEND THE 2013 INGHAM COUNTY BUDGET BY ADDING A DETECTIVE
POSITION AT THE SHERIFF'S OFFICE**

RESOLUTION #12-

WHEREAS, a detective position was eliminated as a part of the 2011 budget reductions; and

WHEREAS, the detective position was reinstated and funded out of strategic planning initiative funds as a part of the 2012 budget process; and

WHEREAS, an existing detective position at the Ingham County Sheriff's Office was not funded during the 2013 Budget Process; and

WHEREAS, the Law Enforcement Committee voted to approve continuation of the Detective Position and to amend the 2013 Sheriff's Office budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes amending the 2013 Ingham County budget by adding a detective position (position #301141) at the Sheriff's Office.

BE IT FURTHER RESOLVED, that the position cost of \$78,946 will be funded by the use of \$40,000 from the 2013 Contingency Fund (10194100 969220) and \$38,946 from Sheriff Drug Forfeiture funds (26533500 660000).

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Controller/Administrator's Office to make any necessary changes to the Position Allocation List and the Ingham County Sheriff's Office 2013 Budget.

LAW ENFORCEMENT: Yeas: De Leon, Koenig, Schafer, Dragonetti
Nays: None **Absent:** Tsernoglou, Celentino **Approved 11/15/12**

FINANCE: Finance will meet 11/26/12