

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

**DECEMBER 13, 2016**

**AGENDA**

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. TIME FOR MEDITATION
- V. APPROVAL OF THE MINUTES FROM **NOVEMBER 22, 2016**
- VI. ADDITIONS TO THE AGENDA
- VII. PETITIONS AND COMMUNICATIONS
  1. NOTICE OF PUBLIC HEARING FROM THE **CITY OF MASON** REGARDING 322 SOUTH JEFFERSON STREET (COMMERCIAL BANK)
  2. **LUTHER A BONNER**'S NOTICE OF RESIGNATION FROM THE EDC AND BRA BOARDS
  3. NOTICE OF PUBLIC HEARING FROM THE **CITY OF LANSING** REGARDING BROWNFIELD PLAN #66 – FLUID CHILLER REDEVELOPMENT PROJECT
  4. NOTICE FROM **VEVAY TOWNSHIP** REGARDING VEVAY TOWNSHIP PLANNING COMMISSION DRAFT MASTER PLAN
- VIII. LIMITED PUBLIC COMMENT
- IX. CLARIFICATION/INFORMATION PROVIDED BY COMMITTEE CHAIRS
- X. CONSIDERATION OF CONSENT AGENDA
- XI. COMMITTEE REPORTS AND RESOLUTIONS
  5. BOARD OF COMMISSIONERS – RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT WAGE REOPENERS WITH THE CAPITOL CITY LABOR PROGRAM, INC. – **LAW ENFORCEMENT UNIT**
  6. COUNTY SERVICES COMMITTEE – RESOLUTION CONGRATULATING THE CAPITAL AREA HISPANIC COMMUNITY REPRESENTATIVE AND THE GREATER LANSING HISPANIC CHAMBER OF COMMERCE ON THE EVENT OF THE 34TH ANNUAL **HISPANIC CHRISTMAS SYMPOSIUM**
  7. COUNTY SERVICES COMMITTEE – RESOLUTION TO APPROVE THE SPECIAL AND ROUTINE **PERMITS** FOR THE INGHAM COUNTY ROAD DEPARTMENT

8. COUNTY SERVICES COMMITTEE – RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE FRIENDS OF THE [LANSING REGIONAL TRAILS](#) AMBASSADOR PROGRAM
9. COUNTY SERVICES COMMITTEE – RESOLUTION HONORING [RAELYN KATELEY](#)
10. COUNTY SERVICES COMMITTEE – RESOLUTION HONORING [KEVIN DOUGLAS](#)
11. COUNTY SERVICES COMMITTEE – RESOLUTION HONORING [DR. MARTIN LUTHER KING, JR.](#)
12. COUNTY SERVICES COMMITTEE – A RESOLUTION COMMITTING INGHAM COUNTY TO CONTINUED ACTION AGAINST NON-POINT SOURCE POLLUTION IN COMPLIANCE WITH [PHASE II](#) OF THE FEDERAL CLEAN WATER ACT BY: 1) CONTINUING MEMBERSHIP IN THE GREATER LANSING REGIONAL COMMITTEE FOR STORM WATER MANAGEMENT, 2) AGREEING TO THE COMMITTEE’S DECEMBER 8, 2016 MEMORANDUM OF AGREEMENT, AND 3) CONFIRMING THE TERMS UPON WHICH THE DRAIN COMMISSIONER WILL REPRESENT (“NEST”) COUNTY DEPARTMENTS FOR PHASE II COMPLIANCE
13. COUNTY SERVICES COMMITTEE – RESOLUTION TO APPROVE AGREEMENT FOR WORK IN COUNTY ROAD RIGHT-OF-WAY BY [FERLEY](#) CONSOLIDATED DRAIN DRAINAGE DISTRICT
14. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION PLEDGING FULL FAITH AND CREDIT TO [WEBBERVILLE](#) CONSOLIDATED DRAIN DRAINAGE DISTRICT BONDS
15. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION PLEDGING FULL FAITH AND CREDIT TO [BLUE-SPOTTED SALAMANDER](#) DRAIN DRAINAGE DISTRICT BONDS
16. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO TRANSFER ALL UNSOLD [TAX REVERTED PROPERTIES](#) REJECTED BY LOCAL UNITS TO THE INGHAM COUNTY LAND BANK FAST TRACK AUTHORITY
17. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION APPROVING A LETTER OF UNDERSTANDING WITH CAPITOL CITY LABOR PROGRAM, INC. – [9-1-1 NON-SUPERVISORY UNIT](#) REGARDING OVERTIME AND CALL TAKER ASSIGNMENTS
18. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION APPROVING [MODIFICATIONS](#) TO THE 2017 MANAGERIAL AND CONFIDENTIAL EMPLOYEE PERSONNEL MANUAL
19. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING [COMMISSIONER COMPENSATION](#) FOR 2017 AND 2018

20. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION APPROVING ANNUAL 2017 COMPENSATION FOR NON-JUDICIAL COUNTY-WIDE [ELECTED OFFICIALS](#)
21. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING TERMINATION OF THE CONTRACT WITH [HAY GROUP](#) FOR THE COMPREHENSIVE COUNTYWIDE COMPENSATION AND CLASSIFICATION STUDY
22. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION APPROVING INGHAM COUNTY’S PARTICIPATION IN THE LANSING REGIONAL BROWNFIELD COALITION FOR THE PURPOSE OF SUBMITTING AN APPLICATION TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY FOR A [BROWNFIELD ASSESSMENT GRANT](#)
23. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION APPROVING THE INGHAM COUNTY BROWNFIELD AUTHORITY BROWNFIELD PLAN FOR THE [ELEVATION AT OKEMOS POINTE](#) 2360 JOLLY ROAD (PORTION); 2398 JOLLY ROAD (PORTION); 2350 JOLLY OAK ROAD; 2362 JOLLY OAK ROAD; JOLLY OAK ROAD (PORTION) OKEMOS, MERIDIAN CHARTER TOWNSHIP MICHIGAN
24. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO APPROVE THE CONTRACT FOR RENEWING [COURTVIEW](#) SUPPORT SERVICES
25. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO APPROVE THE RENEWAL OF THE [MICROSOFT ENTERPRISE](#) AGREEMENT THROUGH CDWG
26. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO RETAIN MDEQ SCRAP TIRE MARKET DEVELOPMENT - DEVULCANIZED RUBBER MODIFIED WARM MIX [ASPHALT PAVEMENT PROJECT](#) TESTING AND RESEARCH SERVICES WITH MICHIGAN STATE UNIVERSITY
27. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT WITH [SPICER GROUP, INC.](#) TO PROVIDE CONSULTING SERVICES TO AND ASSIST THE INGHAM COUNTY PARKS STAFF WITH THE DELIVERY OF CERTAIN MILLAGE RELATED ITEMS
28. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION APPROVING PROCEEDING TO CLOSE PERMANENT CONSERVATION [EASEMENT DEEDS](#) ON THE SHERIDAN, MIEDEMA, AND LOVETTE PROPERTIES
29. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION APPROVING THE RANKING OF THE 2016 FARMLAND AND OPEN SPACE PRESERVATION PROGRAMS [APPLICATION CYCLE](#) RANKING AND RECOMMENDATION TO PURCHASE PERMANENT CONSERVATION EASEMENT DEEDS ON THE TOP RANKED PROPERTIES

30. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO WAIVE POLICY RULES TO ALLOW EMPLOYEE PURCHASE OF [OBSOLETE PROPERTY](#)
31. FINANCE COMMITTEE – RESOLUTION TO HONOR [SHERIFF GENE L. WRIGGELSWORTH](#) OF THE INGHAM COUNTY SHERIFF’S OFFICE
32. FINANCE COMMITTEE – RESOLUTION APPROVING VARIOUS [CONTRACTS](#) FOR THE 2017 BUDGET YEAR
33. FINANCE COMMITTEE – RESOLUTION AUTHORIZING THE CONTROLLER TO MAKE [YEAR END BUDGET ADJUSTMENTS](#)
34. HUMAN SERVICES COMMITTEE – RESOLUTION HONORING [LISA ST. CLAIR](#)
35. HUMAN SERVICES, COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING THE CONVERSION OF A COMMUNITY HEALTH REPRESENTATIVE IV POSITION TO A [CODING SPECIALIST](#) POSITION
36. HUMAN SERVICES, COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING A [SHIFT DIFFERENTIAL](#) FOR INGHAM COUNTY HEALTH DEPARTMENT JAIL NURSES DURING WORK HOURS OF 6:30 PM TO 6:30 AM
37. HUMAN SERVICES, COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING A GREAT START AGREEMENT WITH THE MIDLAND COUNTY EDUCATIONAL SERVICES AGENCY AND 0.25 FTE INCREASE OF [POSITION #601490](#)
38. HUMAN SERVICES, COUNTY SERVICES AND FINANCE COMMITTEES –RESOLUTION AUTHORIZING A [REORGANIZATION](#) OF THE HEALTH DEPARTMENT’S STAFF AND ADMINISTRATIVE STRUCTURE
39. HUMAN SERVICES AND FINANCE COMMITTEES – RESOLUTION [AMENDING RESOLUTION #16-425](#) TO AUTHORIZE THE FOURTH YEAR OF THE AMERICORPS VISTA GRANT CYCLE FOR 2016-2017
40. HUMAN SERVICES AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING A FY 2017 AGREEMENT WITH CAPITAL AREA COMMUNITY SERVICES, INC. FOR [HEAD START EVALUATIONS](#)
41. HUMAN SERVICES AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING A LEASE AND [PHARMACY](#) AGREEMENT WITH CARDINAL HEALTH 132, LLC
42. HUMAN SERVICES AND FINANCE COMMITTEES – RESOLUTION [AMENDING RESOLUTION #16-309](#) WITH NEC NETWORKS, LLC DBA CAPTURERX, FOR 340B PRESCRIPTION THIRD PARTY ADMINISTRATOR AND RESOLUTION #16-310 TO WALGREEN COMPANY FOR 340B PRESCRIPTION DRUG SERVICES TO INCLUDE MCKESSON CORPORATION AS 340B DRUG WHOLESALER

43. LAW & COURTS COMMITTEE – RESOLUTION HONORING MAUREEN WINSLOW
44. LAW & COURTS COMMITTEE – RESOLUTION HONORING THOMAS P. FRUECHTENICHT
45. LAW & COURTS COMMITTEE – RESOLUTION HONORING DOUG AND PATTY PRINGLE
46. LAW & COURTS COMMITTEE – RESOLUTION TO HONOR UNDERSHERIFF ALLAN C. SPYKE OF THE INGHAM COUNTY SHERIFF’S OFFICE
47. LAW & COURTS COMMITTEE – RESOLUTION THANKING GRETCHEN WHITMER FOR HER SERVICE TO INGHAM COUNTY AS PROSECUTING ATTORNEY
48. LAW & COURTS AND FINANCE COMMITTEES – RESOLUTION TO PURCHASE TEN NEW TASERS FOR THE SHERIFF’S OFFICE FIELD SERVICES DIVISION USING 2016 CAPITAL IMPROVEMENT FUNDS
49. LAW & COURTS AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING THE INGHAM COUNTY SHERIFF’S OFFICE TO ENTER AN INTER-AGENCY AGREEMENT WITH WAYNE COUNTY TO RENT A MINIMUM OF 50 UP TO 70 BEDS TO THE WAYNE COUNTY SHERIFF’S OFFICE
50. LAW & COURTS AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT WITH PECKHAM INC. FOR PECKHAM FOOTPRINTS GROUP HOME
51. LAW & COURTS AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE THE PURCHASE OF FIVE ONBASE NAMED USER CLIENT AND WORKFLOW LICENSES FOR THE FRIEND OF THE COURT IMAGING SYSTEM FROM IMAGESOFT, INC.
52. LAW & COURTS AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING THE COMMUNITY CORRECTIONS ADVISORY BOARD (CCAB) TO CONTINUE A CONTRACT FOR STAFF CONSULTANT SERVICES FOR FY2017
53. LAW & COURTS AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE ENTERING A CONTRACT WITH ALCOHOL DRUG ADMINISTRATIVE MONITORING, INC. FOR DRUG TESTING AND BREATHALYZER SERVICES
54. LAW & COURTS AND FINANCE COMMITTEES – RESOLUTION AWARDING A CONTRACT TO MYERS PLUMBING & HEATING TO PROVIDE HVAC PREVENTATIVE MAINTENANCE SERVICES SIX (6) TIMES PER YEAR AT THIRTEEN (13) 9-1-1 TOWER SITES
55. LAW & COURTS AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING CONTRACTS WITH ATTORNEYS FOR SERVICE ON MENTAL ILLNESS AND GENERAL PROBATE MATTERS

- 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](http://www.ingham.org)

### **CALL TO ORDER**

Chairperson Hope called the November 22, 2016 Regular Meeting of the Ingham County Board of Commissioners to order at 6:30 p.m.

Members Present at Roll Call: Anthony, Bahar-Cook, Banas, Case-Naeyaert, Celentino, Crenshaw, Hope, Koenig, Maiville, McGrain, Schafer, Tennis, and Tsernoglou

Members Absent: Nolan

A quorum was present.

### **PLEDGE OF ALLEGIANCE**

Chairperson Hope asked Eric Schertzing, Ingham County Treasurer, to lead the Board in the Pledge of Allegiance.

### **TIME FOR MEDITATION**

Chairperson Hope asked those present to remain standing for a moment of silence or meditation and asked the attendees to keep the family of Ingham County Road Department employee Carl Langham in their thoughts and prayers as he recently lost his son in a car accident.

### **APPROVAL OF THE MINUTES**

Commissioner McGrain moved to approve the minutes of the November 9, 2016 meeting. Commissioner Schafer seconded the motion.

The motion to approve the minutes carried unanimously.

### **ADDITIONS TO THE AGENDA**

None.

### **RECOMMENDATION FROM FOIA APPEALS COMMITTEE REGARDING**

J. NICHOLAS BOSTIC, ATTORNEY AT LAW, APPEAL OF THE OCTOBER 19, 2016 DENIAL OF THE FREEDOM OF INFORMATION ACT REQUEST RELATED TO THE COURTROOM OF JUDGE JAMO ON AUGUST 2, 2016

J. NICHOLAS BOSTIC, ATTORNEY AT LAW, APPEAL OF THE OCTOBER 18, 2016 DENIAL OF ITEM 4 OF THE FREEDOM OF INFORMATION ACT REQUEST RELATED TO THE COURTROOM OF JUDGE JAMO ON AUGUST 2, 2016

Commissioner Maiville stated that the Committee recommended upholding the denial.

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. BAHAR-COOK, TO UPHOLD THE RECOMMENDATION OF THE FOIA APPEALS COMMITTEE TO DENY THE FOIA APPEALS.

Commissioner Banas stated that a FOIA request does not apply to judicial records.

THE MOTION CARRIED UNANIMOUSLY. Absent: Nolan.

### **PETITIONS AND COMMUNICATIONS**

A letter from Delhi Charter Township Department of Community Development regarding the approval of the Realize Cedar Plan. Chairperson Hope referred the item to the Finance Committee.

A letter from the City of East Lansing regarding a Public Hearing for Brownfield Redevelopment Authority Plan #22 – Costco. Chairperson Hope referred the item to the Finance Committee.

A letter from the State of Michigan Department of Environmental Quality, Lansing, regarding the Air Quality Division's Pending New Source Review Application Report. Chairperson Hope stated the document would be accepted and placed on file.

A letter from the City of Lansing regarding a Public Hearing for the approval of an Obsolete Property Rehabilitation Certificate for property located at 204 Grand River Avenue, Lansing, Michigan. Chairperson Hope referred the item to the Finance Committee.

A letter from the City of Lansing regarding a Public Hearing for the establishment of an Obsolete Property Rehabilitation District for property located at 204 East Grand River Avenue, Lansing, Michigan. Chairperson Hope referred the item to the Finance Committee.

### **LIMITED PUBLIC COMMENT**

Eric Schertzing, Ingham County Treasurer, addressed the Board regarding guides on land contracts.

### **CLARIFICATION/INFORMATION PROVIDED BY COMMITTEE CHAIR**

None.

### **CONSIDERATION OF CONSENT AGENDA**

Commissioner Maiville moved to adopt a consent agenda consisting of all action items except Agenda Item No. 15 as it required a separate Roll-Call Vote. Commissioner Schafer seconded the motion.

The motion carried unanimously. Absent: Commissioner Nolan.

Those agenda items that were on the consent agenda were adopted by unanimous roll call vote. Absent: Commissioner Nolan.

Items voted on separately are so noted in the minutes.



Introduced by the County Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**HOMTV INTERNSHIP PROGRAM 35TH ANNIVERSARY SPECIAL TRIBUTE**

**RESOLUTION # 16 – 477**

WHEREAS, on October 1, 1981, the HOMTV Internship Program began with the hiring of their first intern Ben Stark; and

WHEREAS, in 1985 the Internship Program was reorganized and expanded with close to 10 interns working a minimum of 15 hours per week on a non-paid basis; and

WHEREAS, the Internship Program, originally comprised of a reporting track and producing track was expanded in 1997 to include a promotions track; and

WHEREAS, in 2001 the Internship Program was restructured to coincide with Michigan State University's semester calendar along with a signed contract and policy manual which significantly increased the number of applications to over 200 annually; and

WHEREAS, in 2011, additional online requirements were implemented supporting the growing demand of digital media and providing interns with another aspect of training and experience; and

WHEREAS, in 2012 recruitment efforts expanded to major colleges and universities across the state connecting the Internship Program to a broader talent base; and

WHEREAS, each year interns continue to be a valuable asset to the Meridian Township community, volunteering around 14,000 hours serving as production crew and on-air talent for nearly 90 official Township meetings and over 600 HOMTV programs, as well as producing more than 1,000 stories and PSA's; and

WHEREAS, since the first HOMTV intern, approximately 1,000 interns successfully completed the Internship Program and over 500 have moved on to work in the field of journalism, television production, film production and the communications industry both nationally and internationally, creating a strong HOMTV Alumni Network; and

WHEREAS, 2016 marks the 35th anniversary of the founding of the HOMTV Internship Program.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby commemorates the 35th Anniversary of the HOMTV Internship Program, recognizing it as an established and exemplary hands-on training program bridging the gap between college education and real world experience, while retaining and fostering talent for the professional television and communications industry.

BE IT FURTHER RESOLVED, that the Board recognizes the significance of this milestone and commends the staff and interns of HOMTV Meridian Government Television on this momentous occasion.

**COUNTY SERVICES: Yeas:** Nolan, Koenig, Celentino, Tsernoglou, Hope  
**Nays:** None **Absent:** Bahar-Cook, Maiville **Approved 11/15/2016**

Adopted as part of a consent agenda.

**ADOPTED - NOVEMBER 22, 2016**  
**AGENDA ITEM NO. 4**

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION SETTING A PUBLIC HEARING FOR A BROWNFIELD PLAN  
FOR THE ELEVATION AT OKEMOS POINTE  
2360 JOLLY ROAD (PORTION); 2398 JOLLY ROAD (PORTION); 2350 JOLLY OAK ROAD  
(PORTION); 2360 JOLLY OAK ROAD; 2362 JOLLY OAK ROAD  
MERIDIAN CHARTER TOWNSHIP, MICHIGAN**

**RESOLUTION # 16 - 478**

WHEREAS, the Ingham County Board of Commissioners created the Ingham County Brownfield Redevelopment Authority (ICBRA) in September 2001 (Resolution #01-279) pursuant to PA 381 of 1996, as amended (the Act) in order to promote the redevelopment of environmentally distressed, functionally obsolete, and/or blighted areas of the County; and

WHEREAS, the ICBRA recommends approval of a Brownfield Plan to redevelop deteriorating, contaminated properties in Meridian Charter Township, Michigan, identified with Tax ID Numbers 33-02-02-33-376-010 (portion); 33-02-02-33-353-015 (portion); 33-02-02-33-329-002 (portion); 33-02-02-33-376-011; 33-02-02-33-376-012; and 33-02-02-33-329-100 (portion) containing approximately 37.29 acres into a mixed-use development with 398 apartment units, 6,214 gross square feet of commercial space, 20,000 square feet community market and food innovation district which will increase the taxable value and create approximately 200 new full time jobs; and

WHEREAS, the description of the Property along with any maps and the Brownfield (finance) Plan are available for inspection at the office of the ICBRA, Hilliard Building, 121 E. Maple Street, Room 104, Mason, MI 48854; and

WHEREAS, pursuant to the Act the Board of Commissioners is required to hold a public hearing on the approval and adoption of the Brownfield Plan and to publish the notice in accordance with the Act.

THEREFORE BE IT RESOLVED, a public hearing shall be set for December 13, 2016 at 6:30 PM in the Board of Commissioners' Room, Ingham County Courthouse, Mason, MI to hear any interested persons on the adoption of a resolution approving the Brownfield Plan called Elevation at Okemos Pointe in Meridian Charter Township, Michigan.

BE IT FURTHER RESOLVED, that pursuant to the Act, notice of the public hearing shall be provided to taxing jurisdictions that levy taxes subject to capture under the Act and shall give notice to the public by causing notice to be published in a newspaper of general circulation in the County before the date set for the public hearing.

**COUNTY SERVICES: Yeas:** Nolan, Koenig, Celentino, Tsernoglou, Hope  
**Nays:** None **Absent:** Bahar-Cook, Maiville **Approved 11/15/2016**  
Adopted as part of a consent agenda.

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 ROAD DEPARTMENT**

**RESOLUTION # 16 - 479**

WHEREAS, as of July 23, 2013, the Ingham County Department of Transportation and Roads became the Ingham County Road Department per Resolution #13-289; and

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

WHEREAS, this is now 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 1, 2016 as submitted.

**COUNTY SERVICES: Yeas:** Nolan, Koenig, Celentino, Tsernoglou, Hope  
**Nays:** None **Absent:** Bahar-Cook, Maiville **Approved 11/15/2016**

Adopted as part of a consent agenda.

# INGHAM COUNTY ROAD DEPARTMENT

DATE: November 1, 2016

## LIST OF CURRENT PERMITS ISSUED

<u>R/W PERMIT#</u>	<u>R/W APPLICANT /CONTRACTOR</u>	<u>R/W WORK</u>	<u>R/W LOCATION</u>	<u>R/W CITY/TWP.</u>	<u>R/W SECTION</u>
2016-649	CONSUMERS ENERGY	GAS	SKYLINE DR & MARGATE LN	MERIDIAN	5
2016-652	COMCAST	CABLE / UG	LITTLE HICKORY DR & SANIBEL HOLLOW	DELHI	9
2016-653	K FEDEWA BUILDERS INC	WALKWAY CONST.	WILLOUGHBY RD & WINTERBERRY LN	DELHI	11
2016-658	CITY OF LESLIE	SPECIAL EVENT	VARIOUS	LESLIE	
2016-659	AT & T	CABLE / UG	BELLE CHASE WAY & DUNCKEL RD	DELHI	2
2016-662	LBWL	WATERMAIN	HOLT RD & DEPOT DT	DELHI	13
2016-665	DAN & ANNETTE DAVIS	LAND DIVISION	WILLIAMSTON RD & MITCHELL RD	WILLIAMSTOWN	25
2016-666	J.H. CONSTRUCTION	WALKWAY CONST	DELHI COMMERCE DR	DELHI	15
2016-667	BOB WORGUL	STORM	WAVERLY RD	LANSING	6
2016-668	CONSUMERS ENERGY	GAS	OKEMOS RD & HERITAGE AVE	MERIDIAN	31
2016-671	CONSUMERS ENERGY	GAS	KINNEVILLE RD & GALE RD	ONONDAGA	18
2016-672	CONSUMERS ENERGY	GAS	BISHOP RD	DELHI	7
2016-673	CONSUMERS ENERGY	GAS	MAPLE ST & HOLT RD	DELHI	23
2016-674	CONSUMERS ENERGY	GAS	ZIMMER RD & JOANN LN	WILLIAMSTOWN	34
2016-675	CONSUMERS ENERGY	GAS	HARPER RD & EIFERT RD	DELHI	28
2016-676	CONSUMERS ENERGY	GAS	DOBIE RD & WILLOUGHBY RD	ALAIEDON	10
2016-677	COMCAST	CABLE / UG	WAVERLY RD & MICHIGAN AVE	LANSING	13
2016-678	ACD.NET	CABLE / UG	HOLT RD	DELHI	19
2016-679	MERIDIAN TOWNSHIP	MISCELLANEOUS	HASLETT RD	MERIDIAN	8
2016-680	CONSUMERS ENERGY	GAS	TOLLAND AVE & MAIN ST	DELHI	15
2016-683	WIDOPENWEST	CABLE / UG	HOWELL RD & HAGADORN RD	VEVAY	4
2016-684	LBWL	WATERMAIN	COLLEGE RD & HOLT RD	ALAIEDON	19
2016-685	CONSUMERS ENERGY	ELECTRIC / UG	JARCO DR	DELHI	14
2016-686	CONSUMERS ENERGY	GAS	BROGAN RD & MORTON RD	STOCKBRIDGE	23
2016-687	CONSUMERS ENERGY	ELECTRIC / UG	SHAWNEE TR & OKEMOS RD	MERIDIAN	21
2016-688	CONSUMERS ENERGY	GAS	VAN ATTA RD & TIHART RD	MERIDIAN	13

2016-689	CONSUMERS ENERGY	GAS	MAIN ST & OLD LANSING RD	LANSING	19
2016-692	COMCAST	CABLE / UG	BONANZA DR & TRAILS END	MERIDIAN	35
2016-693	MUNS DIRECTIONAL BORING	SANITARY	COLLEGE RD & JOLLY RD	MERIDIAN	31
2016-694	MICHIGAN STATE UNIVERSITY	CABLE / UG	COLLEGE RD & FOREST RD	MERIDIAN	30, 31
2016-695	COMCAST	CABLE / UG	MARSH RD	MERIDIAN	15
2016-696	CONSUMERS ENERGY	GAS	AURELIUS RD	DELHI	22
2016-697	CONSUMERS ENERGY	GAS	BUENA PKWY	MERIDIAN	10
2016-698	CONSUMERS ENERGY	GAS	CHESTER RD	LANSING	11
2016-699	CONSUMERS ENERGY	GAS	REED ST	DELHI	17
2016-700	CONSUMERS ENERGY	GAS	THORBURN ST	DELHI	14
2016-701	CONSUMERS ENERGY	GAS	SKYLINE DR	MERIDIAN	5
2016-702	CONSUMERS ENERGY	GAS	COLUMBIA RD & EIFERT RD	AURELIUS	8
2016-706	COMCAST	CABLE / OH & UG	CEDAR ST & AURELIUS RD	DELHI	15
2016-709	AT & T	CABLE / UG	LAKE LANSING RD & KERRY ST	LANSING	2
2016-710	CONSUMERS ENERGY	GAS	WILLOUGHBY RD & AURELIUS	DELHI	18
2016-711	BRYAN MILLER	WALKWAY CONST.	CREEK LANDING	MERIDIAN	10

**MANAGING DIRECTOR:** \_\_\_\_\_

Introduced by the County Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION APPROVING A LETTER OF UNDERSTANDING WITH  
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION REGARDING  
PRORATION OF LEAVE TIME**

**RESOLUTION # 16 – 480**

WHEREAS, an agreement was reached between representatives of Ingham County and the Office and Professional Employees International Union (OPEIU) – Technical Clerical Unit for the period January 1, 2016 through December 31, 2017; and

WHEREAS, the Employer and the Union are seeking to modify Article 17 of the current collective bargaining agreement regarding proration of leave time; and

WHEREAS, the Human Resources Department, the Road Department and the OPEIU discussed the need clarification and modification of how floating holidays and vacation bonus time is earned during the first year of employment; and

WHEREAS, the Employer and the Unions are agreeable to the attached Letter of Understanding; and

WHEREAS, the provisions of the Letter of Understanding have been approved by County Services.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the attached Letter of Understanding.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized to sign the Letter of Understanding on behalf of the County, subject to the approval as to form by the County Attorney.

**COUNTY SERVICES: Yeas:** Nolan, Koenig, Celentino, Tsernoglou, Hope

**Nays:** None **Absent:** Bahar-Cook, Maiville **Approved 11/15/2016**

Adopted as part of a consent agenda.

**LETTER OF UNDERSTANDING BETWEEN**  
**COUNTY OF INGHAM (Employer)**  
**AND**  
**OPEIU LOCAL #512 (Union)**

WHEREAS, the COUNTY OF INGHAM, a municipal body corporate of the State of Michigan (the "Employer") and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, TECHNICAL CLERICAL UNIT (the "Union") have agreed to a collective bargaining agreement from January 1, 2016, through December 31, 2017 (the "CBA");

WHEREAS, Article 17-Leave Time, Section 2, of the CBA provides in pertinent part that Employees hired on or after July 1, 2011, shall be credited with 16 hours of leave time in January of each year, in lieu of floating holidays;

WHEREAS, the Employer and the Union agree to credit employees hired into the bargaining unit on or after January 1, 2016 with leave time, in lieu of floating holidays in their first year of employment as follows:

- (a) Those new employees hired prior to President's Day, in the same calendar year, will receive a sixteen (16) hour adjustment to their leave bank.
- (b) Those new employees hired after President's Day and prior to New Year's Eve, in the same calendar year will receive an eight (8) hour adjustment to their leave bank;

WHEREAS, Article 17-Leave Time, Section 3 of the CBA, Vacation Bonus provides in pertinent part that effective the first full pay period in January of each calendar year, each full-time employee will be credited with 28 hours of vacation bonus to be used during the calendar year;

WHEREAS, the Employer and the Union agree to credit employees with 28 hours vacation bonus. Any portion of the vacation bonus hours not taken during the calendar year will be lost. This vacation bonus will not accumulate nor will it be paid upon termination. For newly hired and departing employees, vacation bonus shall be earned pro-rata, based on the employee's start or end date during the calendar year. Employees who do not remain employed for 12 months of any calendar year shall have any vacation bonus paid, deducted from their last paycheck pro-rata, based upon the total number of months worked; excluding retirees who immediately retire and are immediately eligible for benefits; and

NOW, THEREFORE, IT IS HEREBY AGREED UPON between the parties as follows:

1. The parties agree that Article 17-Leave Time, Section 2, of the CBA is hereby modified to add the following:

Newly hired employees will receive adjustments to their leave banks in their first year of employment as follows:



- (a) Those new employees hired prior to President's Day, in the same calendar year, will receive a sixteen (16) hour adjustment to their leave bank.
  - (b) Those new employees hired after President's Day and prior to New Year's Eve, in the same calendar year will receive an eight (8) hour adjustment to their leave bank.
2. The parties agree that Article 17-Leave Time, Section 3, of the CBA is hereby modified to add the following:
- C. Any portion of the vacation bonus hours not taken during the calendar year will be lost. This vacation bonus will not accumulate nor will it be paid upon termination. For newly hired and departing employees, vacation bonus shall be earned pro-rata, based on the employee's start or end date during the calendar year. Employees who do not remain employed for 12 months of any calendar year shall have any vacation bonus paid, deducted from their last paycheck pro-rata, based upon the total number of months worked; excluding retirees who immediately retire and are immediately eligible for benefits
3. All other aspects of the CBA will remain in-place. It is expressly understood that this agreement shall be without precedent or prejudice for any future circumstances.

**COUNTY OF INGHAM**

**UNION REPRESENTATIVE**

\_\_\_\_\_  
Kara Hope, Chairperson      Date  
Board of Commissioners

\_\_\_\_\_  
Mark J. Swanson      Date  
Chief Steward, OPEIU Local #512

\_\_\_\_\_  
William Conklin      Date  
Managing Director – Road Department

APPROVED AS TO FORM FOR  
COUNTY OF INGHAM:  
COHL, STOKER & TOSKEY, P.C.

\_\_\_\_\_  
Mattis D. Nordfjord, Esq.

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE SETTLEMENT TO REDEEM  
WORKERS' COMPENSATION LIABILITY**

**RESOLUTION # 16 – 481**

WHEREAS, in 2015, Ingham County Employee Brian Weston filed an Application for Mediation or Hearing with the Michigan Workers' Compensation Agency based on an on-the-job injury; and

WHEREAS, the parties negotiated a tentative redemption agreement; and

WHEREAS, the proposed redemption requires the formal approval of Ingham County; and

WHEREAS, the Human Resources Director, Controller/Administrator and Legal Counsel for the County recommend approval of the redemption; and

WHEREAS, the Ingham County Board of Commissioners desires to redeem all pending liability.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the Redemption amount as negotiated and recommended by Legal Counsel.

BE IT FURTHER RESOLVED, that Legal Counsel is authorized to enter into an Agreement to Redeem Liability to finally resolve the pending workers' compensation litigation.

**COUNTY SERVICES: Yeas:** Nolan, Koenig, Celentino, Bahar-Cook, Hope, Maiville

**Nays:** None **Absent:** Tsernoglou **Approved 11/01/2016**

**FINANCE: Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Anthony, Schafer, Case Naeyaert

**Nays:** None **Absent:** None **Approved 11/02/2016**

Adopted as part of a consent agenda.

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AWARDING A CONTRACT TO CENTENNIAL ELECTRIC, LLC FOR  
EXTERIOR LIGHT POLES AND LED LIGHT FIXTURE REPLACEMENT IN THE  
HUMAN SERVICES BUILDING PARKING LOT**

**RESOLUTION # 16 – 482**

WHEREAS, ten (10) 25-foot-long parking lot light poles and two (2) 39-foot-round tapered steel light poles have deteriorated over time to the point of causing a safety hazard and need to be replaced; and

WHEREAS, twelve (12) LED light fixtures will also be replaced; and

WHEREAS, Wolverine Engineers & Surveyors, Inc. were hired to perform preliminary design and construction services and based on reference checks and bid amount, they have recommended Centennial Electric, LLC for exterior light pole and LED light fixture replacement; and

WHEREAS, both the Purchasing and Facilities Departments agree that a contract be awarded to Centennial Electric, LLC who submitted the lowest responsive and responsible bid in the amount of \$43,975.00; and

WHEREAS, the Facilities Department is asking for an \$8,500.00 contingency for any unforeseen circumstances that may arise; and

WHEREAS, funds for this project are available within the approved CIP Line Item #631-23304-931000-6FC06 which has a current balance of \$229,960.00.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes awarding a contract to Centennial Electric, LLC, PO Box 56, Grand Ledge, Michigan, 48837 to replace ten (10) 25-foot-long light poles, two (2) 39-foot-round tapered steel light poles as well as twelve (12) LED light fixtures in the Human Services Building parking lot for a not to exceed total cost of \$52,475.00 which includes the requested \$8,500.00 contingency.

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

**COUNTY SERVICES: Yeas:** Nolan, Koenig, Celentino, Tsernoglou, Hope

**Nays:** None **Absent:** Bahar-Cook, Maiville **Approved 11/15/2016**

**FINANCE: Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer

**Nays:** None **Absent:** Anthony, Case Naeyaert **Approved 11/16/2016**

Adopted as part of a consent agenda.

**ADOPTED - NOVEMBER 22, 2016**  
**AGENDA ITEM NO. 9**

Introduced by County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE UPS REPLACEMENT ENGINEERING SERVICES**

**RESOLUTION # 16 – 483**

WHEREAS, the Uninterruptable Power Supply (UPS) is a critical component to the Ingham County network and is located in the Ingham County Data Center; and

WHEREAS, it provides power to all computers and equipment in the Ingham County Data Center in the case of a power failure; and

WHEREAS, the device in question has been in place for numerous years and is in need of replacement; and

WHEREAS, ITD utilized the RFP process to obtain bids from multiple vendors for electrical engineering assistance in creating specifications for replacing the main datacenter UPS; and

WHEREAS, the County has successfully used MacMillan & Associates for numerous projects in the past; and

WHEREAS, the contract has a not to exceed cost of \$9,000.00.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the contracting of engineering services with MacMillan & Associates for assisting with the UPS replacement at our datacenter in the amount not to exceed \$9,000.00.

BE IT FURTHER RESOLVED, that the total cost will be paid out of the county's Network Fund #63625810-932030.

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

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

**COUNTY SERVICES: Yeas:** Nolan, Koenig, Celentino, Tsernoglou, Hope  
**Nays:** None **Absent:** Bahar-Cook, Maiville **Approved 11/15/2016**

**FINANCE: Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer  
**Nays:** None **Absent:** Anthony, Case Naeyaert **Approved 11/16/2016**

Adopted as part of a consent agenda.

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE AN  
OKEMOS ROAD AND JOLLY ROAD MAINTENANCE OF TRAFFIC AND SIGNAL TIMING  
PROFESSIONAL ENGINEERING SERVICES CONTRACT  
WITH BERGMANN ASSOCIATES, INC.**

**RESOLUTION # 16 – 484**

WHEREAS, the Ingham County Road Department received state and federal funding to reconstruct the Okemos Road and Jolly Road intersection as Phase 2 of the Jackson National Life Insurance (JNL) road improvements; and

WHEREAS, Ingham County Purchasing Department solicited proposals from Michigan Department of Transportation pre-qualified design consultants to provide professional engineering services for the Okemos Road and Jolly Road MOT and Signal Timing Project; and

WHEREAS, per RFP #194-16 the Purchasing Department advertised for professional engineering services for the Okemos Road and Jolly Road MOT and Signal Timing Project and received two (2) proposals; and

WHEREAS, Road Department and Purchasing Department staff reviewed the proposals for adherence to county purchasing requirements, proposed scope of work, similar project experience, and overall value to the county; and

WHEREAS, the Road Department recommends that the Board of Commissioners retain Bergmann Associates, Inc. to provide the professional engineering services for the not-to-exceed fee of \$39,750.

THEREFORE, BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a professional services contract with Bergmann Associates, Inc. 7050 West Saginaw Highway, Suite 200, Lansing, Michigan, based on its Okemos Road and Jolly Road MOT and Signal Timing Project Professional Engineering Services Proposal dated October 28, 2016, for the not-to-exceed fee of \$39,750.

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

**COUNTY SERVICES: Yeas:** Nolan, Koenig, Celentino, Tsernoglou, Hope

**Nays:** None **Absent:** Bahar-Cook, Maiville **Approved 11/15/2016**

**FINANCE: Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer

**Nays:** None **Absent:** Anthony, Case Naeyaert **Approved 11/16/2016**

Adopted as part of a consent agenda.

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION APPROVING MODIFICATIONS TO THE  
2016 MANAGERIAL AND CONFIDENTIAL EMPLOYEE PERSONNEL MANUAL**

**RESOLUTION # 16 – 485**

WHEREAS, the Board approved the 2016 Managerial and Confidential Employee Personnel Manual per resolution #15-469; and

WHEREAS, it is necessary to amend the 2016 Managerial/Confidential Employee Personnel Manual.

THEREFORE BE IT RESOLVED, the Ingham Board of Commissioners hereby approves the following amendment to the 2016 Managerial and Confidential Employee Personnel Manual:

Change in language under Section K, Severance Pay, subsection 3:

a. Subject to the provisions stated herein, if a manager or confidential employee is laid off due to elimination of his/her position and if alternate job placement in a County position has not been successful, the Employer will continue that person's salary, health insurance, life insurance and dental insurance coverage for one (1) month for each continuous year of service to a maximum of six (6) months. The salary payments will be made on a bi-weekly basis, and continue for the period of time stated above provided the employee does not obtain other employment, nor receive unemployment compensation during that time. The salary continuation will not include contributions to MERS retirement and the employee will receive no service credit under the MERS Plan subsequent to the date of separation. This compensation may be extended, as well as the above fringe benefits, at the sole discretion of the County Services Committee up to an additional six (6) months for those employed ten (10) or more continuous years. The above payments will be subject to normal tax withholdings. Prior to any such payment, a release and waiver agreement, approved by Corporation Counsel, must be executed by the affected employees and the Chairperson of the Ingham County Board of Commissioners.

b. A Manager or Confidential employee's employment and compensation can be terminated for any reason, at any time, at the option of either the Employer or employee. If a Manager or Confidential employee's employment is terminated by the Employer and his/her termination from employment is for other than death, retirement, or involuntary discharge, the Manager or Confidential employee may be provided one (1) month's continuation of salary, health insurance, life insurance and dental insurance coverage for each continuous year of service to a maximum of six (6) months of severance compensation. Payments will be made on a bi-weekly basis, subject to normal withholding of taxes. The County Services Committee must authorize such compensation. In addition, such salary and fringe benefit continuation is subject to and contingent upon the employee not being employed elsewhere, nor receiving unemployment compensation during that time. The salary continuation will not include contributions to MERS retirement and the employee will receive no service credit under the MERS Plan subsequent to the date of separation. This compensation may be extended, as well as the above fringe benefits, at the sole discretion of the County Services Committee up to an additional six (6)

months for those employed ten (10) or more continuous years. The decision to grant or deny an extension of benefits is within the sole discretion of the County Services Committee. Prior to any such payment, a release and waiver agreement, approved by Corporation Counsel, must be executed by the affected employees and the Chairperson of the Ingham County Board of Commissioners.

BE IT FURTHER RESOLVED, that the amendment to the Managerial and Confidential Employee Personnel Manual will be effective immediately upon approval of this resolution by the Board of Commissioners.

**COUNTY SERVICES: Yeas:** Nolan, Koenig, Celentino, Tsernoglou, Hope

**Nays:** None **Absent:** Bahar-Cook, Maiville **Approved 11/15/2016**

**FINANCE: Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer

**Nays:** None **Absent:** Anthony, Case Naeyaert **Approved 11/16/2016**

Adopted as part of a consent agenda.

**ADOPTED - NOVEMBER 22, 2016**  
**AGENDA ITEM NO. 12**

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION OF INTENT TO ENTER INTO  
CONTRACT OF LEASE WITH INGHAM COUNTY BUILDING AUTHORITY;  
TO AUTHORIZE PUBLICATION OF NOTICE OF INTENT; AND  
TO DECLARE INTENT TO REIMBURSE**

**RESOLUTION # 16 – 486**

At a regular meeting of the Ingham County Board of Commissioners (the "Board") held on the 22<sup>nd</sup> day of November, 2016, at 6:30 p.m., Michigan time, in the Ingham County Courthouse in Mason, Michigan.

**PRESENT:** Anthony, Bahar-Cook, Banas, Case-Naeyaert, Celentino, Crenshaw, Koenig, Maiville, McGrain, Schafer, Tennis, Tsernoglou, Hope

**ABSENT:** Nolan

The following preamble and resolution were offered by Commissioner Maiville and seconded by Commissioner Schafer.

WHEREAS, the County of Ingham, Michigan (the "County") has established the Ingham County Building Authority (the "Authority") pursuant to Act 31 of the Public Acts of Michigan of 1948 (First Extra Session), as amended ("Act 31"); and

WHEREAS, the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH") has requested the County and the County deems it necessary and advisable to renovate, construct, furnish, equip and improve the existing Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan and to acquire, construct, furnish and equip an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the "Project"); and

WHEREAS, the Authority is authorized by its Articles of Incorporation and Act 31 to renovate, construct, furnish and equip the Project on behalf of the County, to finance the cost of the Project by the issuance of bonds ("Bonds") and to lease the Project to the County; and

WHEREAS, a proposed Contract of Lease, in the form attached hereto as Exhibit A (the "Lease"), providing for the lease of the Project by the County from the Authority has been presented to and reviewed by the Board; and

WHEREAS, the Lease shall not become effective until 45 days after Notice of Intent of entering into a Lease has been published in a newspaper of general circulation in the County, pursuant to Section 8b of Act 31; and



WHEREAS, it is contemplated that the County and/or the Authority will enter into a lease, amended lease, or sublease of the Project with CMH, who will be the major tenant in, occupy and maintain the Project, and pay rental with respect to the Project; and

WHEREAS, it is contemplated that the County and/or the Authority will enter into a ground lease with CMH with respect to the Site for the Project; and

WHEREAS, it is anticipated that if advances of all or a portion of the costs of the Project are made prior to the issuance of the Bonds, such advance or advances will be repaid from proceeds of the Bonds upon issuance thereof; and

WHEREAS, Section 1.150-2 of the Treasury Regulations on Income Tax (the "Reimbursement Regulations") specifies conditions under which a reimbursement allocation may be treated as an expenditure of bond proceeds, and the County intends by this resolution to qualify amounts advanced by CMH or the County or the Authority to the Project for reimbursement from proceeds of the Bonds in accordance with the requirements of the Reimbursement Regulations.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the County intends to enter into the Lease with the Authority for the renovation and construction of the Project.
2. That the Lease and the Bonds issued to finance the Project shall contain the terms and conditions as finally approved by the County and the Authority and shall be subject to the general limitations set forth in Exhibit B hereto.
3. That the Lease as presented to the Board on this date shall be maintained on file at the office of the County Clerk for public inspection together with a certified copy of this Resolution.
4. That the obligations of the County as set forth in the Lease, shall be the full faith and credit (limited tax) general obligation of the County, it being understood that any tax levied by the County to meet these obligations is a first budget obligation, subject to existing constitutional, statutory and charter tax limitations.
5. That the County Clerk is authorized and directed to publish a Notice of Intent to enter into the Lease in substantially the form attached hereto as Exhibit B, in the *Lansing State Journal*, which is hereby determined to be the newspaper reaching the largest number of persons to whom said Notice is directed.
6. The Project shall consist of the renovation, construction, furnishing, equipping and improvement of the Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan and the acquisition, construction, furnishing and equipping of an approximate 42,000 square foot addition thereto, together with associated parking.
7. The maximum principal amount of obligations expected to be issued for the Project is \$10,000,000.

8. The County hereby declares its official intent to issue Bonds to finance the costs of the Project, and hereby declares that it reasonably expects to reimburse advances to the Project as anticipated by this resolution.
9. That the County and/or the Authority shall enter into a (i) sublease, lease or agreement with CMH of the Project and, if necessary, (ii) a ground lease with CMH with respect to the Site for the Project.
10. That all resolutions and parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

IN FAVOR: Anthony, Bahar-Cook, Banas, Case-Naeyaert, Celentino, Crenshaw, Koenig, Maiville, McGrain, Schafer, Tennis, Tsernoglou, Hope

AGAINST: None

ABSTENTIONS: Nolan

**COUNTY SERVICES: Yeas:** Nolan, Koenig, Celentino, Tsernoglou, Hope  
**Nays:** None **Absent:** Bahar-Cook, Maiville **Approved 11/15/2016**

**FINANCE: Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer  
**Nays:** None **Absent:** Anthony, Case Naeyaert **Approved 11/16/2016**

RESOLUTION ADOPTED.

I, the undersigned, the duly qualified and acting Clerk of the County of Ingham, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Ingham County Board of Commissioners at the meeting indicated, the original of which resolution is on file in my office. I further certify that notice of the meeting was given, the meeting was held and the minutes therefor were filed and will be or have been made available, all in accordance with the provisions of the Open Meetings Act, Act No. 267, Public Acts of Michigan, 1976, as amended.

Dated: November 23, 2016

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Barb Byrum, Ingham County Clerk

## EXHIBIT A

### CONTRACT OF LEASE

### CONTRACT OF LEASE

THIS FULL FAITH AND CREDIT (LIMITED TAX) GENERAL OBLIGATION CONTRACT OF LEASE made as of the 1<sup>st</sup> day of \_\_\_\_\_, 2016, by and between the INGHAM COUNTY BUILDING AUTHORITY (sometimes hereinafter referred to as the "Authority"), a building authority organized and existing under and pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, (sometimes hereinafter referred to as "Act 31"), and the COUNTY OF INGHAM, a county organized and existing under the Constitution and laws of the State of Michigan (sometimes hereinafter referred to as the "County").

### W I T N E S S E T H:

WHEREAS, the Authority has been incorporated by the County pursuant to Act 31 for the purposes set forth in Act 31; and

WHEREAS, the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH") has requested the County to renovate, construct, furnish, equip and improve the existing Community Mental Health Building located at 812 East Jolly Road, Mason, Michigan, and has proposed that the County renovate, construct, furnish, equip and improve said facility and construct, acquire, furnish and equip an approximately 42,000 square foot addition thereto, together with associated parking (the said facility and addition hereinafter sometimes referred to as the "Project"); and

WHEREAS, it is proposed that the Authority finance all or part of the cost of the Project by the issuance of building authority bonds payable from cash rental payments by the County to the Authority pursuant to this Contract of Lease; and

WHEREAS, an estimate of [40] years and upwards as the period of usefulness of the Project and an estimate of [\$10,000,000] as the cost of the Project have been prepared and have been filed with the County Clerk and the Secretary of the Authority; and

WHEREAS, in order to provide for renovating, constructing, furnishing, equipping, improving and financing the Project and to make possible the issuance of building authority bonds to defray all or part of the cost of the Project it is necessary for the parties to enter into this Contract of Lease.

THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS AND AGREEMENTS HEREINAFTER SET FORTH, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Authority shall, as soon as practicable after the effective date of this Contract of Lease, proceed to issue its building authority bonds in one or more series in the aggregate principal amount of [\$10,000,000] or such lesser amount as shall be determined by the Commission of the Authority to be necessary to defray all or part of the cost of the Project, pursuant to and in accordance with the provisions of Act 31, and shall pledge for the payment of the principal of and interest on said bonds the receipts from the cash rental payments hereinafter agreed to be paid by the County. The bonds shall be serial bonds, term bonds or a

combination thereof dated as of such date as shall be determined by the Authority, shall bear interest at a rate or rates not to exceed [7%] per annum and shall mature (subject to such prior redemption, if any, as may be provided in the bond authorizing resolution) on such dates and in such years as shall be determined in the resolution authorizing the issuance of the bonds. Upon receipt of the proceeds of the sale of the building authority bonds the Authority immediately shall deposit such proceeds (other than any premium, capitalized interest and accrued interest received from the purchaser of the bonds, which shall be transferred to the bond and interest redemption fund) into a construction fund, which shall be maintained as a separate depository account and from which shall be paid the cost of the Project.

2. After the building authority bonds have been sold, the Authority shall renovate, construct, furnish, equip and improve the Project or cause the renovation, construction, furnishing, equipping and improving thereof.

(a) The Authority shall contract with the architect selected by CMH for the Project unless the Authority objects to the contracting with the selected architect. In such event the Authority shall contract with another architect selected by CMH with whom the Authority has no objections. All final plans and specifications prepared by the architect and the total project budget shall be reviewed and approved by CMH before commencement of construction. The final plans and specifications and the total project budget shall also require approval of the Authority and the County, which approval shall not be unreasonably withheld.

(b) The Authority, in consultation with CMH, shall select a construction manager for the Project. After the plans and specifications have been approved by the Authority, CMH and the County, no changes shall be made except as approve by the Authority, the County and CMH in writing. The Authority, the County and CMH shall designate those persons who are authorized to approve changes to the plans and specifications. Any such changes shall be made by change order.

(c) The cost estimate and the estimated period of usefulness for the Project, both of which heretofore have been filed with the County Clerk and the Secretary of the Authority, are approved and adopted. The cost of the Project shall include not only the direct costs of renovating, constructing, furnishing, equipping and improving the Project but all other costs including, without limitation, all architectural, engineering, construction management, moving, financial, legal, printing and publishing costs and expenses incidental to the Project and to the issuance of the building authority bonds.

3. In the event that the Authority shall at any time determine that the Project cannot be completed at the estimated cost, the Authority immediately shall so notify the County in writing, specifying the additional funds required, and thereupon one of the following actions shall be taken: (a) the County shall pay or cause to be paid to the Authority in cash the additional amount so required, or (b) the Authority shall issue building authority bonds in such increased or additional principal amount as shall be necessary to complete the Project, or (c) the Project shall be modified so as to permit its completion within the estimated cost. No such increased or additional building authority bonds shall be issued unless the County and the Authority shall provide by amendment or supplement of this Contract of Lease for such issuance and for an increase in the cash rental payable by the County hereunder sufficient to permit payment of the principal of and interest on the increased or additional bonds. Any additional building authority bonds so issued shall have equal standing with the bonds hereinbefore authorized to be issued. The proceeds of any such cash payments or increased or additional bonds (except for accrued interest, premium and capitalized interest) shall be deposited into the construction fund for the Project.

4. If, after completion of the Project, moneys remain in the construction fund, such moneys shall be considered to be an unexpended balance of the proceeds of the sale of the bonds. Any unexpended balance of the proceeds of the sale of the bonds remaining after completion of the Project may be used to improve or enlarge the Project or for other Projects of the Authority leased to the County if such use is approved by the Michigan Department of Treasury, if required by law, and by the County. Any unexpended balance not so used shall be paid into the bond and interest redemption fund and the County shall receive a credit against the cash rental payments next due under this Contract of Lease to the extent of the moneys so deposited in the manner provided in the resolution authorizing the bonds.

5. The Authority shall require the contractor or contractors for the construction of the Project to furnish all necessary bonds guaranteeing performance and all labor and materials bonds and all owners protective, workers compensation and liability insurance required for the protection of the Authority and the

County. All bonds and insurance, and the amounts thereof, shall be subject to approval of the County attorney. All such insurance shall be made effective from the date of issuance of the building authority bonds described in Section 1 or commencement of construction of the Project, whichever is later. The Authority also shall require a sufficient fidelity bond from any person handling funds of the Authority.

6. The Authority hereby leases the Project and the Site described on Exhibit A to the County for a term commencing on the effective date of this Contract of Lease and ending on \_\_\_\_\_, 20\_\_\_\_, or such earlier date as hereinafter provided. Possession of the Project shall vest in the County upon completion of construction of the Project. When all of the building authority bonds issued by the Authority to finance the Project have been retired, the Authority shall convey to the County all of its right, title and interest in the Project and any lands, air space, easements or rights-of-way appertaining thereto. Upon such conveyance by the Authority to the County, this Contract of Lease and the leasehold term shall terminate and the Authority shall have no further interest in, or obligations with respect to, the Project.

7. The County hereby agrees to pay to the Authority as cash rental for the Project herein leased to it by the Authority such periodic amounts as shall be sufficient to enable the Authority to pay the principal of and interest on the building authority bonds to be issued by the Authority as such principal and interest shall become due. On the 15th day of the month preceding the first date that any noncapitalized interest shall become due on the bonds and semiannually thereafter while any of the bonds remain outstanding the County shall pay to the Authority an amount sufficient to pay the interest due on the bonds on the first day of the following month. On the 15th day of the month preceding the first principal payment date on the bonds and annually thereafter while any of the bonds are outstanding the County shall pay the Authority an amount sufficient to pay the principal due on the bonds on the first day of the following month. If for any reason the cash rental payments made by the County are not used to pay the principal of and interest on the bonds, the County agrees to pay to the bondholders on behalf of the Authority as additional cash rental such amounts as are necessary to pay such principal and interest. The County hereby pledges its limited tax full faith and credit for the payment of the cash rental when due and agrees that it will levy each year such ad valorem taxes as shall be necessary for the payment of such cash rental which taxes shall be subject to applicable constitutional and statutory tax limitations. If the County, at the time prescribed by law for the making of its annual tax levy, shall have other funds on hand which have been set aside and earmarked for payment of its obligations for which a tax levy otherwise would have to be made, then the tax levy shall be reduced by the amount of such other funds. Such other funds may be raised from any lawful source. The obligation of the County to make such cash rental payments shall not be subject to any setoff by the County nor shall there be any abatement of the cash rentals for any cause including, but not limited to, casualty that results in the Project being untenable.

8. The County may pay in advance to the Authority any cash rental payments herein required to be made and in such event shall be credited therefor upon future-due cash rental payments as the County shall direct. Any such advance payments, if the County shall so direct, shall be used by the Authority to redeem or purchase bonds prior to maturity when and to the extent possible and to pay the interest thereon and any call premiums applicable thereto. Any such advance payments shall be deposited in the bond and interest redemption fund of the Authority. The County also shall have the right to purchase bonds on the open market and to surrender the same to the Authority at any time. In the event that any bonds are redeemed or purchased and surrendered as above provided, the respective amounts which otherwise would have been payable as semiannual interest thereon shall be credited upon the cash rental payments otherwise required to be made on the cash rental payment dates next preceding such semiannual interest payment dates and the principal amount of such bonds shall be credited upon the cash rental payments otherwise required to be made on the cash rental payment dates next preceding the maturity dates of the bonds. Any bonds redeemed, purchased or surrendered shall be cancelled.

9. In addition to the cash rental provided for in Section 7 hereof, the County hereby agrees to pay to the Authority all operating expenses of the Authority including expenses incidental to the issuance and payment of the bonds to the extent such expenses are not paid from the proceeds of the bonds. The obligations of the County to make such payments shall be limited tax general obligations of the County.

10. The County shall, at its own expense, operate and maintain the Project and shall keep the same in good condition and repair. The County may contract for the operation and maintenance of the Project or any part of the Project by a private party. Operation and maintenance shall include (but not be limited to) the

providing of all personnel, equipment and facilities, all air conditioning, light, power, heat, telephone, water, sewage disposal, storm drainage and all other personnel services, equipment and supplies, of whatever nature, as shall be necessary or expedient for the operation and maintenance of the Project. Premiums for insurance required to be carried upon or with respect to the Project or the use thereof and taxes levied upon either party hereto on account of the ownership or use thereof or rentals or income therefrom likewise shall be deemed operation and maintenance expenses. The obligation of the County to pay all costs and expenses of the operation and maintenance of the Project shall be a limited tax general obligation of the County.

11. The County shall provide, at its own expense, fire and extended coverage, malicious mischief and vandalism insurance in an amount which is at least equal to the amount of the building authority bonds outstanding from time to time or to the amount of the full replacement cost of the Project if that amount be less than the amount of bonds outstanding. Such insurance shall be payable to the County and the Authority as their interests may appear and shall be made effective from the date of issuance of the building authority bonds described in Section 1 or commencement of construction of the Project, whichever is later. In the event of the partial or total destruction of the Project during or after construction, or if the Project is for any reason made unusable, the cash rental payments as provided in Section 7 hereof shall continue unabated. The County shall have the option to use the proceeds of insurance, in the event of loss or damage to the Project, for the repair or restoration of the Project. If the County shall determine not to use the proceeds of insurance for the repair or restoration of the Project the amount of such insurance proceeds shall be paid to the Authority and by it deposited in the bond and interest redemption fund and the County shall receive appropriate credits on future cash rental payments due.

12. The County shall provide adequate liability insurance protecting the County, the Authority and the members of the Commission of the Authority against loss on account of damage or injury to persons or property, imposed by reason of the ownership, possession, use, operation or repair of the Project or resulting from any acts of omission or commission on the part of the County, the Authority, the members of the Commission of the Authority or their agents, officers or employees in connection therewith. Such insurance shall be made effective from the date of issuance of the building authority bonds described in Section 1 or commencement of construction of the Project, whichever is later.

13. The County shall hold the Authority and the members of its Commission harmless and to the extent permitted by law keep it fully indemnified at all times against any loss, injury, or liability to any person or property by reason of the use, misuse, or non-use of the Project by the County or by any other person or from any act or omission in, on or about the Project, including any liability resulting from any and all environmental matters pertaining thereto. The County shall, at its own expense, make any changes or alterations in, on or about the Project which may be required by any applicable statute, charter, ordinance or governmental regulation or order, and shall save the Authority and the members of its Commission harmless and free from all cost or damage in respect thereto.

14. The County, in its sole discretion, may install or construct in or upon, or may remove from the Project, any equipment, fixtures or structures and may make any alterations or structural changes as it may desire, but the County shall not make any permanent alterations to the Project that will affect adversely the security for the building authority bonds to be issued by the Authority or the prompt payment of the principal of or interest on such bonds.

15. The Authority, through its officers, employees or agents, may enter upon the Project at any time during the term of this Contract of Lease for the purpose of inspecting the Project and determining whether the County is complying with the covenants, agreements, terms and conditions hereof.

16. Inasmuch as this Contract of Lease, and particularly the obligations of the County to make cash rental payments to the Authority, provides the security for payment of the principal of and interest on the building authority bonds to be issued by the Authority to finance the Project, it is hereby declared that this Contract of Lease is made for the benefit of the holders of said bonds as well as for the benefit of the parties and that said holders shall have contractual rights herein. In the event of any default on the part of the County, the Authority and the holders of said bonds shall have all rights and remedies provided by law and especially by Act 31. The parties further covenant and agree that they will not do or permit to be done any act, and that this Contract of Lease will not be amended in any manner, which would impair the security of said bonds or the rights of the holders thereof. An amendment of this Contract of Lease to authorize the issuance of additional

building authority bonds and providing for the payment of additional cash rentals for the payment thereof shall not be deemed to impair the security of the bonds or the rights of the holders.

17. This Contract of Lease shall inure to the benefit of, and be binding upon the respective parties hereto and their successors and assigns; provided, however, that no assignment shall be made in violation of the terms hereof nor shall any assignment be made which would impair the security of the bonds or the rights of the holders thereof.

18. Additional building authority bonds of equal standing with the bonds herein authorized may be issued, in addition to those for which provision is made in Section 3, for the purpose of making improvements or additions to the Project; provided, however, that no such bonds of equal standing may be issued unless this Contract of Lease is amended or supplemented to provide for such issuance and for an increase in the cash rental payments required to be made by the County in amounts sufficient to permit payment of the principal of and interest on such additional bonds. Nothing in this Contract of Lease shall prevent the Authority from issuing building authority bonds to finance other Projects for lease to the County.

19. In the event the building authority bonds to finance the Project cannot be or are not issued by the Authority prior to January 1, [2018], the Project shall be abandoned and the County shall pay all expenses of the Authority incurred to the date of abandonment, and neither party shall have any further obligations under this Contract of Lease. The provisions of this Section 19 may be extended or waived by the parties by resolution of their respective governing bodies.

20. Except as otherwise provided herein, the right to give any consent, agreement or notice herein required or permitted shall be vested, in the case of the County, in its Board of Commissioners, and in the case of the Authority, in its Commission. Any notice required or permitted to be given hereunder shall be given by delivering the same, in the case of the County, to the County Clerk or the Deputy County Clerk, and in the case of the Authority, to any member of its Commission.

21. In the event there shall occur changes in the constitution or statutes of the State of Michigan which shall affect the organization, territory, powers or corporate status of the County, the terms and provisions of this Contract of Lease shall be unaffected thereby insofar as the obligation of the County to make cash rental payments is concerned. The proceeds of any sale or other liquidation of any interest of the County in the Project are hereby impressed with a first and prior lien for payment of any outstanding building authority bonds or other obligations of the Authority incurred by reason of the Project or any additions or improvements thereto.

22. This Contract of Lease shall become effective 60 days after a notice of intention of entering into this Contract of Lease has been published in a newspaper of general circulation in the County as required by Section 8b(3) of Act No. 31; provided, however, that if a petition for a referendum requesting an election on this Contract of Lease is filed with the County Clerk within 45 days after the notice is published, signed by not less than 10% or 15,000 of the registered electors of the County, whichever is less, then this Contract of Lease shall become effective only if and when approved by a majority of the electors of the County voting thereon. This Contract of Lease shall terminate on \_\_\_\_\_, 20\_\_, unless terminated prior to such date in accordance with the provisions hereof.

IN WITNESS WHEREOF, the INGHAM COUNTY BUILDING AUTHORITY, by its Commission, and the COUNTY OF INGHAM, by its Board of Commissioners, each have caused this Contract of Lease to be signed in its name, for and on its behalf, by its duly authorized officers, as of the day and year first above written.

Witnessed:

INGHAM COUNTY BUILDING AUTHORITY

\_\_\_\_\_

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

Its: Commission Chairperson

\_\_\_\_\_

And: \_\_\_\_\_

Its: Commission Secretary

Witnessed:

COUNTY OF INGHAM

\_\_\_\_\_

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

Its: Chairperson, Board of Commissioners

\_\_\_\_\_

APPROVED AS TO FORM  
FOR THE COUNTY OF INGHAM  
COHL, STOKER & TOSKEY, P.C.

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



## EXHIBIT A

The Project includes the renovation, construction, furnishing, equipping and improvement of the existing Community Mental Health Building located at 812 East Jolly Road, Mason, Michigan and the construction, furnishing and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the facility addition and parking improvements, collectively, the "Project").

The Site for the Project is described as follows:

Commencing at the Northwest corner of Section 3, Town 3 North, Range 2 West, City of Lansing, Ingham County, Michigan, thence South on the West Section line to a point 183 feet North of the Northwest corner of Penn-Cedar Subdivision, thence East parallel with the North line Penn-Cedar Subdivision to West line of Penn-Heights Subdivision, thence North along the West line Penn-Heights Subdivision and Battenfield Subdivision #1, extended to the North Section line, thence West to the point of beginning.

Commonly known as 812 East Jolly Road, Lansing, MI.

Beginning at a point 721.9 feet East of the NW corner of said Section 3, T3N, R2W, City of Lansing, Ingham County, Michigan, thence East on Section line 66 feet; thence South 0 degrees 43' West, on old established line 330.0 feet; thence West 66 feet; thence North 0 degrees 43' East 330 feet to the point of beginning.

Commonly known as 830 East Jolly Road, Lansing, MI.

Commencing at the Northwest corner of the East 100 acres of the Northwest 1/4 of Section 3, Town 3 North, Range 2 West, City of Lansing, Ingham County, Michigan and running thence South parallel with the Section line 20 rods; thence East 4 rods; thence North 20 rods and thence West 4 rods to the place of beginning.

Commonly known as 836 East Jolly Road, Lansing, MI.

STATE OF MICHIGAN        )  
                                      )ss  
COUNTY OF INGHAM        )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, in Ingham County, Michigan, before me appeared \_\_\_\_\_ and \_\_\_\_\_, the Chairperson and the Secretary, respectively, of the Commission of the Ingham County Building Authority, a public corporation in the State of Michigan, and, each being duly sworn, did say that the foregoing Contract of Lease was signed and sealed on behalf of said Authority by authority of its Commission, and the said persons acknowledged said instrument to be the free act and deed of said Authority.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan  
Acting in Ingham County, Michigan  
My commission expires:

STATE OF MICHIGAN     )  
                                      )ss  
COUNTY OF INGHAM     )

On this \_\_\_\_ day of \_\_\_\_\_, 2016, in Ingham County, Michigan, before me appeared \_\_\_\_\_, the Chairperson of the Ingham County Board of Commissioners of the County of Ingham, Michigan, and, each being duly sworn, did say that the foregoing Contract of Lease was signed and sealed on behalf of said County by authority of its Board of Commissioners, and the said persons acknowledged said instrument to be the free act and deed of said County.

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Notary Public, \_\_\_\_\_ County, Michigan  
Acting in Ingham County, Michigan  
My commission expires:

## SUBLEASE

This Sublease made as of \_\_\_\_\_, 2016, by and between the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and the COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON-EATON-INGHAM COUNTIES (hereinafter designated as the "CMH").

WHEREAS, the County and the Ingham County Building Authority (the "Authority") have entered into a Full Faith and Credit General Obligation Contract of Lease dated as \_\_\_\_\_ 1, 2016 (the "Contract of Lease"), with respect to the renovation, construction, furnishing, equipping and improvement of the existing Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan and the acquisition, construction, furnishing and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the "Project"); and

WHEREAS, CMH has received a copy of the Contract of Lease and is familiar with its contents; and

WHEREAS, it is proposed that the Project be used by CMH to provide community mental health services to its members' residents; and

WHEREAS, in order to permit the Project to be used by CMH for its purposes and to permit CMH to assume the obligations of the County incurred by the County in the Contract of Lease, it is necessary for the County and CMH to enter into this Sublease.

### THEREFORE, THE PARTIES AGREE AS FOLLOWS:

23. Description and Term. In consideration of the rents described below and the covenants and agreements to be performed by CMH and the County under this Sublease, the County subleases to CMH, and CMH subleases from the County, the Project, together with all improvements thereon and additions thereto as described in Exhibit A, for the term beginning as of the effective date of the Contract of Lease and ending on the termination date specified in the Contract of Lease.

24. Assumption of the County's Obligations.

(a) CMH hereby expressly assumes all of the County's obligations to pay the cash rentals, as described in the Contract of Lease at the times and in the amounts required to be paid by the County, including the obligations which are not determined as to amount at the time of this Sublease. Concurrent with the payment of the cash rentals, CMH shall give notice in writing to the County of such payment.

(b) **In further consideration of this Sublease, CMH shall pay all other amounts required to be paid by the County under the Contract of Lease;** shall continue to provide community mental health services in the jurisdictional boundaries of the County and its other members; and in addition shall be responsible for and pay all of the costs of using, owning, operating, managing, insuring, repairing, maintaining and equipping the Project and all amounts incurred by the County under the hold harmless and indemnity provisions of the Contract of Lease, and all expenses incurred under paragraphs 9, 10, 11 and 12 of the Contract of Lease. All payments of cash rental shall be made directly for and on behalf of the County to the entity described as the "Bond Registrar and Paying Agent" or "Trustee" or "Transfer Agent" in the Authority's resolution authorizing issuance of bonds, adopted by the Authority in accordance with the Contract of Lease.

(c) In further consideration of this Sublease, CMH shall assume and be subject to all limitations and responsibilities of the County under the Contract of Lease.

(d) In further consideration of this Sublease, CMH shall, at its own expense, indemnify, protect, defend and hold harmless the County, the Authority, its elected and appointed officers, employees, and agents at all times against any loss, injury, or liability to any person or property by reason of the use, misuse, or non-use of the Project by CMH or by any other person or from any act or omission in, on or about the Project, including any liability resulting from any and all environmental matters pertaining thereto. CMH shall, at its own expense, make any changes or alterations in, on or about the Project which may be required by any applicable statute, charter, ordinance or governmental regulation or order, and shall save the County and the Authority and its elected and appointed officers, employees, and agents harmless and free from all cost or damage in respect thereto.

25. Assignment and Authorization.

(a) CMH covenants not to assign or transfer this Sublease under any circumstances without the prior written consent of the County.

(b) [CMH authorizes the County Treasurer to allocate and utilize, without any further authorization or action on the part of CMH, the millage monies, if any, of CMH that may be lawfully used by CMH for payment of CMH's obligations under this Sublease.]

26. CMH's Responsibilities.

Without limiting the foregoing, CMH agrees as follows:

(a) CMH shall accept the premises "as is and with all faults."

(b) CMH shall pay for all gas, water, heat, electricity, light, telephone, or any other communication or utility service used in or rendered or supplied to the premises during the term of this Sublease, as the same shall become due.

(c) CMH shall not perform or permit any acts or carry on any practices which may injure the building and structures on the premises, and shall, to the extent practicable, keep the premises clean and free from rubbish, dirt, snow and ice at all times and in full compliance with all applicable laws and ordinances.

(d) CMH shall maintain the premises and all fixtures and equipment therein, including all plumbing, sprinkler, heating, air-conditioning, electrical, gas, security and safety and like fixtures and equipment, all window glass, ceilings, doors and door frames, windows and window frames of the premises in good repair and condition, and shall make all repairs, replacements and upgrades to such fixtures and equipment.

(e) CMH shall provide comprehensive and general, public liability insurance against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the premises, or arising out of the improvement, repair or alteration of the premises. To the extent CMH and the County agree, such insurance may be purchased by the County, and CMH shall be required to reimburse the County for the cost of such insurance and shall maintain any self-insured retention or additional insurance in the amount of such self-insured retention otherwise applicable to the County's insurance program. CMH shall reimburse the County for the cost of insuring the premises. The limits of such insurance shall be less than \$\_\_\_\_\_ per occurrence with a \$\_\_\_\_\_ aggregate annual limit. The party providing the insurance shall furnish the other party a binder renewing the insurance policy at least 30 days before the policy expires. Any such policy or binder shall name the other party as an additional insured and shall provide for at least 30 days' notice to the other party of any change in coverage or cancellation.

(f) CMH shall be responsible for the risk of loss of all its personal property on the premises and shall provide fire and extended coverage insurance on CMH's personal property located in the premises in amounts reasonably deemed adequate by CMH to fully insure such personal property. It is understood and agreed that if CMH's personal property is damaged or destroyed in whole or in part by fire or other casualty during the term hereof, CMH will repair and restore the same to good condition with reasonable dispatch based solely upon the amount of insurance proceeds received by CMH to cover such casualty.

(g) CMH shall maintain the interior wall coverings and floor coverings in good repair and shall replace such wall and floor coverings at its own expense as needed.

(h) CMH shall be solely responsible for the provision, maintenance and repair of any exterior and interior signs relating to the use of the premises.

(i) CMH shall maintain the roof, structural supports, exterior and interior walls, floors, walkways, grounds, landscaping and parking lots in good condition.

(j) [CMH shall maintain at all times during the term of this Sublease a repair and replacement fund in an amount not less than \$\_\_\_\_\_, the money credited thereto to be used solely for the purpose of making repairs and replacements to the premises. If at any time it shall be necessary to use moneys in the repair and replacement fund for the purpose of which said fund was established, the moneys so used shall be replaced from any moneys of CMH which are not required by law or contract to be used for other purposes.]

(k) CMH shall be responsible for assuring that access to the premises (exterior and interior) is in continuing compliance with the Americans with Disabilities Act and the Michigan Handicappers' Civil Rights Act, and any other applicable laws governing access to the premises for persons with disabilities, now existing or hereafter adopted. CMH will provide the County and the Ingham County Building Authority with any easements it requires or requests with respect to the Project.

27. Additional Covenants.

(a) CMH hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of interest on the Authority's bonds from adjusted gross income for federal income taxation purposes under the Internal Revenue Code of 1986, as amended, including, but not limited to actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure or investment of bond proceeds and moneys deemed to be bond proceeds.

(b) CMH further covenants that it will comply with the requirements of Rule 15c2-12 of the Securities Exchange Act of 1934 regarding continuing disclosure, as more fully set forth in the Official Statement related to the Authority's bonds.

28. Remedies. If CMH shall breach or fail to perform any of the promises and agreements in this Sublease or any other agreement entered into between the County and CMH, and such failure shall continue, without commencement and diligent pursuit of remedial action, for sixty (60) days after written notice from the County, the County may commence such performance at CMH's cost and expense or terminate this Sublease and reenter and repossess the Premises at the discretion of the County. If the County prevails in any such action, CMH shall be responsible for the County's reasonable attorneys' fees and costs incurred in connection with such action.

29. Remedies not Exclusive. It is agreed that each and every of the rights, remedies and benefits provided by this Sublease shall be cumulative and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed by law.

30. Governing Law. This Sublease shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Sublease the venue for the bringing of any actions in law or in equity shall be in the State of Michigan established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

31. Amendment. All modifications, amendments or waivers of any provision of this Sublease shall be made only by the written mutual consent of the parties hereto.

32. Waiver. One or more waivers of any covenant or condition by the County shall not be construed as a waiver of a further breach of the same covenant or condition.

33. Notices. Whenever notice of any kind is required under this Sublease, it shall be deemed sufficient notice and service thereof if such notice is in writing addressed to the applicable party at its last known Post Office address and deposited in the mail with postage prepaid.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Sublease by the signature of the duly authorized officers of the parties as of the date written in the first paragraph above.

COUNTY OF INGHAM, STATE OF MICHIGAN

By: \_\_\_\_\_  
Its: Supervisor

And: \_\_\_\_\_  
Its: Clerk

COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON-  
EATON-INGHAM COUNTIES

By: \_\_\_\_\_  
Its: Chairman

And: \_\_\_\_\_  
Its: Secretary

APPROVED:

INGHAM COUNTY BUILDING  
AUTHORITY

By: \_\_\_\_\_  
Its: Chairperson

And: \_\_\_\_\_  
Its: Secretary

APPROVED AS TO FORM  
FOR THE COUNTY OF INGHAM  
COHL, STOKER & TOSKEY, P.C.

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



## EXHIBIT A

The Project includes the renovation, construction, furnishing, equipping and improvement of the existing Community Mental Health Building located at 812 East Jolly Road, Mason, Michigan and the construction, furnishing and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the facility addition and parking improvements, collectively, the "Project").

The Site for the Project is described as follows:

Commencing at the Northwest corner of Section 3, Town 3 North, Range 2 West, City of Lansing, Ingham County, Michigan, thence South on the West Section line to a point 183 feet North of the Northwest corner of Penn-Cedar Subdivision, thence East parallel with the North line Penn-Cedar Subdivision to West line of Penn-Heights Subdivision, thence North along the West line Penn-Heights Subdivision and Battenfield Subdivision #1, extended to the North Section line, thence West to the point of beginning.

Commonly known as 812 East Jolly Road, Lansing, MI.

Beginning at a point 721.9 feet East of the NW corner of said Section 3, T3N, R2W, City of Lansing, Ingham County, Michigan, thence East on Section line 66 feet; thence South 0 degrees 43' West, on old established line 330.0 feet; thence West 66 feet; thence North 0 degrees 43' East 330 feet to the point of beginning.

Commonly known as 830 East Jolly Road, Lansing, MI.

Commencing at the Northwest corner of the East 100 acres of the Northwest 1/4 of Section 3, Town 3 North, Range 2 West, City of Lansing, Ingham County, Michigan and running thence South parallel with the Section line 20 rods; thence East 4 rods; thence North 20 rods and thence West 4 rods to the place of beginning.

Commonly known as 836 East Jolly Road, Lansing, MI.

## GROUND LEASE

This GROUND LEASE is made and entered into as of the 1<sup>st</sup> day of \_\_\_\_\_, 2016, by and among COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON-EATON-INGHAM COUNTIES ("CMH"), the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and the INGHAM COUNTY BUILDING AUTHORITY (the "Authority"), a building authority organized and existing under the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31").

WHEREAS, the Authority has been incorporated by the County pursuant to Act 31, for the purposes set forth in Act 31; and

WHEREAS, CMH has requested the Authority and the County to assist in the renovation construction, furnishing, equipping, and improvement of the existing Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan, and in the acquisition, construction, furnishing, and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the "Project"); and

WHEREAS, under the terms of Act 31 the Authority has the power to acquire, construct, improve and equip the Project, to lease the Project to the County, who in turn, will sublease the Project to CMH, all for a period not exceeding 50 years and to finance the Project by the issuance of building authority bonds payable from the rentals received from the County, who in turn will receive rental under the sublease from CMH, for the use of the Project, all in accordance with Act 31; and

WHEREAS, at the request of CMH, the County is willing to acquire, renovate, construct and equip the Project on the premises described in Exhibit A (the "Site"), which will be leased to it from the Authority, and subleased by the County to CMH; and

WHEREAS, the estimated cost of the Project is approximately Ten Million Dollars (\$10,000,000); and

WHEREAS, as a prerequisite to the issuance of building authority bonds to finance part of the cost of the Project, it is necessary for the parties to enter into this Ground Lease, whereby the CMH will lease the Site to the Authority for a period extending beyond the last maturity date of the bonds, but not to exceed a period of 50 years;

IT IS HEREBY AGREED AMONG THE COUNTY, THE AUTHORITY, AND CMH in consideration of the mutual agreements and covenants in this Ground Lease, as follows:

1. CMH does hereby let and lease the Site to the Authority, and the Authority does hereby lease the Site from the CMH. The term of this Ground Lease shall commence on the effective date of the Contract of Lease (the "Contract of Lease") between the parties dated as of \_\_\_\_\_ 1, 2016, and shall terminate on \_\_\_\_\_, 20\_\_ unless terminated prior to such date in accordance with the provisions hereof.

2. The Authority shall pay rent to CMH for the Site hereby leased at the rate of One Dollar (\$1.00) per year due and payable on the anniversary date of this Ground Lease each and every year during the term hereof.

3. The Authority will lease the Project to the County pursuant to the Contract of Lease, who will in turn sublease the Project to CMH under a sublease ("Sublease").

4. It is mutually agreed that at the request of CMH, the County shall acquire, construct, renovate and equip the Project on the Site hereby leased as provided by and in accordance with the Contract of Lease and the Sublease.

5. Each of the Authority and the County shall have, and is hereby granted, access to and use of the Site during the acquisition, construction, renovation and equipping of the Project, and upon completion of the Project. CMH agrees to provide any and all easements and/or rights of egress and ingress to the Authority and the County on and around the Site to allow and permit the Authority, the County and the general public access to the Community Mental Health Building and to adjacent facilities.

6. The Authority and the County shall not be held liable for a breach of this Ground Lease or for any damages or loss in the event the Site is damaged by an act beyond its control which makes its use untenable. In the event of such a condition, the Ground Lease may be immediately terminated by any party without further liability.

7. CMH shall, at its own expense, indemnify, protect, defend and hold harmless the Authority and the County, its elected and appointed officers, employees and agents at all times against any loss, injury, or liability to any person or property by reason of the use, misuse, or non-use of the project by CMH or by any other person or from any act or omission in, on or about the project, including any liability resulting from any and all environmental matters pertaining thereto. CMH shall, at its own expense, make any changes or alterations in, on or about the Project which may be required by any applicable statute, charter, ordinance or governmental regulation or order, and shall save the Authority, the County and its elected and appointed officers, employees and agents harmless and free from all cost or damage in respect thereto.

8. CMH shall provide adequate liability insurance protecting the Authority and the County against loss on account of damage or injury to persons or property, imposed by reason of the ownership, possession, use, operation or repair of the Project or resulting from any acts of omission or commission on the part of the Authority, the County or their agents, officers or employees in connection therewith. Such insurance shall be made effective from the date of issuance of the building authority bonds or commencement of construction of the Project, whichever is later.

9. It is mutually agreed that, upon the termination of this Ground Lease, the premises leased hereby and all improvements thereon and the title to the same shall revert to the CMH.

10. This Ground Lease shall inure to the benefit of and be binding upon the respective parties hereto and their successors and assigns.

11. This Ground Lease shall remain in full force and effect for the period herein provided but shall terminate prior to \_\_\_\_\_, 20\_\_ if and when the Authority shall have fully paid and discharged its liability with respect to the building authority bonds and any other obligations of the Authority or the County incurred with respect to the acquisition, construction, renovation and equipping of the Project.

12. In the event that the Authority for any reason, cannot issue its building authority bonds to finance the Project prior to \_\_\_\_\_, 20\_\_ this Ground Lease shall terminate. The provisions of this Section may be extended or waived by the parties by resolution of their respective governing bodies.

13. This Ground Lease shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Ground Lease the venue for the bringing of any actions in law or in equity shall be in the State of Michigan established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

14. No failure or delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

15. All modifications, amendments or waivers of any provision of this Ground Lease shall be made only by the written mutual consent of the parties hereto.

16. This Ground Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Ground Lease.

IN WITNESS WHEREOF, the County, by its County Commission, the Authority, by its Commission, and CMH, by its Board, have each caused this Ground Lease to be executed and delivered as of the day and year first written above.

Witnesses to Signatures  
of County Officers

COUNTY OF INGHAM

\_\_\_\_\_

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

Witnesses to Signatures  
of Authority Officers

INGHAM COUNTY BUILDING  
AUTHORITY

\_\_\_\_\_

By:\_\_\_\_\_  
Chairman of its Commission

And

\_\_\_\_\_

By:\_\_\_\_\_  
Secretary of its Commission

COMMUNITY MENTAL HEALTH  
AUTHORITY OF CLINTON-EATON-  
INGHAM COUNTIES

\_\_\_\_\_

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

APPROVED AS TO FORM  
FOR THE COUNTY OF INGHAM  
COHL, STOKER & TOSKEY, P.C.

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

## Exhibit A

### Legal Description of Site

Commencing at the Northwest corner of Section 3, Town 3 North, Range 2 West, City of Lansing, Ingham County, Michigan, thence South on the West Section line to a point 183 feet North of the Northwest corner of Penn-Cedar Subdivision, thence East parallel with the North line Penn-Cedar Subdivision to West line of Penn-Heights Subdivision, thence North along the West line Penn-Heights Subdivision and Battenfield Subdivision #1, extended to the North Section line, thence West to the point of beginning.

Commonly known as      812 East Jolly Road, Lansing, MI.

Beginning at a point 721.9 feet East of the NW corner of said Section 3, T3N, R2W, City of Lansing, Ingham County, Michigan, thence East on Section line 66 feet; thence South 0 degrees 43' West, on old established line 330.0 feet; thence West 66 feet; thence North 0 degrees 43' East 330 feet to the point of beginning.

Commonly known as      830 East Jolly Road, Lansing, MI.

Commencing at the Northwest corner of the East 100 acres of the Northwest 1/4 of Section 3, Town 3 North, Range 2 West, City of Lansing, Ingham County, Michigan and running thence South parallel with the Section line 20 rods; thence East 4 rods; thence North 20 rods and thence West 4 rods to the place of beginning.

Commonly known as      836 East Jolly Road, Lansing, MI.

Exhibit A

Premises situated in the City of Lansing, County of Ingham, State of MI, described as follows:

That part of the fractional Northwest 1/4 of Section 3, Township 3 North, Range 2 West, City of Lansing, Ingham County, Michigan, described as beginning at a point on the North line of said Section 3 lying South 88 degrees 45 minutes 28 seconds East 366.81 feet from the Northwest corner of said Section 3; thence continuing South 88 degrees 45 minutes 28 seconds East on said North line 355 feet; thence South 0 degrees 35 minutes 42 seconds West 329.70 feet; thence South 88 degrees 44 minutes 12 seconds East 85.95 feet to the Northwest corner of the Plat of Battenfield Subdivision No. 1, as recorded in Liber 16 of Plats, pages 3 and 4, Ingham County Records; thence South 0 degrees 37 minutes 55 seconds West 518.27 feet along the West line of the Plat of Battenfield Subdivision No. 1 and the West line of the Plat of Pennsylvania Heights, as recorded in Liber 17 of Plats, Page 38, Ingham County Records, to the North line of the Plat of Roselawn, as recorded in Liber 29 of Plats, Page 6, Ingham County Records, thence North 89 degrees 04 minutes 25 seconds West along said North line 344 feet; thence North 1 degree 14 minutes 32 seconds East 404.83 feet; thence North 88 degrees 45 minutes 28 seconds West 86.20 feet; thence North 1 degree 14 minutes 32 seconds East 445.00 feet to the point of beginning.

N:\Client\Ingham\contracts\Lease, sale and options to CEI CMH\MEMO OF OPTION.wpd

EXHIBIT B

COUNTY OF INGHAM  
STATE OF MICHIGAN

NOTICE OF INTENTION OF THE COUNTY OF INGHAM TO  
ENTER INTO A FULL FAITH AND CREDIT (LIMITED TAX)  
GENERAL OBLIGATION CONTRACT OF LEASE WITH THE  
INGHAM COUNTY BUILDING AUTHORITY AND NOTICE  
OF RIGHT TO PETITION FOR REFERENDUM THEREON

TO ALL ELECTORS AND TAXPAYERS OF THE COUNTY OF INGHAM:

NOTICE IS GIVEN, that the Board of Commissioners of the County of Ingham, State of Michigan, intends to authorize the execution of a full faith and credit (limited tax) general obligation contract of lease with the Ingham County Building Authority. The contract of lease will provide, among other things, for the renovation, construction, furnishing, equipping and improvement of the Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan and for the acquisition, construction, furnishing and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the "Project"), and the lease of the Project by the Ingham County Building Authority to the County of Ingham. The contract of lease will further provide that the Ingham County Building Authority will finance the cost of the Project by the issuance of building authority bonds, in one or more series, pursuant to the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, in anticipation of the receipt of cash rental payments to be made by the County of Ingham to the Ingham County Building Authority pursuant to the contract of lease. The maximum amount of bonds to be issued will be \$10,000,000.

It is expected that the County of Ingham and/or the Ingham County Building Authority will enter into a sublease, lease or agreement with the Community Mental Health Authority of Clinton-Eaton-Ingham Counties, who will be the major tenant in, occupy and maintain the Project and pay rental with respect to the Project.



**FULL FAITH AND CREDIT AND LIMITED  
TAXING POWER OF THE COUNTY OF INGHAM PLEDGED**

NOTICE IS FURTHER GIVEN, that in the contract of lease, the County of Ingham will obligate itself to make cash rental payments to the Ingham County Building Authority in amounts sufficient to pay the principal of and interest on the bonds to be issued by the Ingham County Building Authority and that the full faith and credit of the County of Ingham will be pledged for the making of the cash rental payments as a limited tax first budget obligation. Pursuant to the pledge of its full faith and credit, the County of Ingham will be required in each fiscal year to include in its general fund budget and to appropriate such amounts as shall be necessary to make the cash rental payments to the extent other moneys are not available to make the cash rental payments. In no event may the County of Ingham levy ad valorem taxes for the purpose of paying the cash rental payments or for the Project in amounts in excess of the rate permitted by the Constitution and laws of the State of Michigan. In addition to its obligation to make cash rental payments, the County of Ingham will agree, in the contract of lease, to pay all costs and expenses of the Authority incidental to the issuance and payment of the bonds to the extent such expenses are not payable from the proceeds of the bonds and to pay the expenses of operating and maintaining the Project.

**RIGHT TO PETITION FOR REFERENDUM**

NOTICE IS FURTHER GIVEN, that this notice is given to and for the benefit of the electors and taxpayers of the County of Ingham in order to inform them that the Ingham County Board of Commissioners intends to authorize the execution of the above described contract of lease and also to inform them of their right to petition for a referendum upon the question of entering into the contract of lease. The County of Ingham intends to enter into the contract of lease without a vote of the electors thereon, but the contract of lease shall not become effective until 60 days after publication of this notice. If, within 45 days of the publication of this notice, a petition for referendum requesting an election on the contract of lease, signed by not less than 10% or 15,000 of the registered electors of the County of Ingham, whichever is less, has been filed with the County Clerk, the contract of lease shall not become effective unless approved by a majority of the electors of the County of Ingham voting thereon at a general or special election.

This notice is given by order of the Ingham County Board of Commissioners pursuant to Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended. Further information may be secured at the office of the undersigned County Clerk.

Barb Byrum  
Ingham County Clerk

Published: December 1, 2016

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO CONTRACT WITH CAPITAL AREA COMMUNITY SERVICES TO TAKE  
CLIENT REFERRALS FROM INGHAM COUNTY TREASURER**

**RESOLUTION # 16 – 487**

WHEREAS, Ingham County and its residents have been hit hard by the housing & economic crisis; and

WHEREAS, property tax forfeiture and foreclosure continues to impact historically high numbers of households across the county; and

WHEREAS, the Ingham County Treasurer continuously works to improve the outcome for families facing the negative impact of tax foreclosure through financial education, counseling and connections to Social Services Agencies; and

WHEREAS, the Financial Literacy Program through professional counseling staff at Capital Area Community Services has implemented the one-on-one service delivery counseling; and

WHEREAS, in 2016 these efforts helped a number of clients achieve improved credit, debt reduction and savings increases and are now able to remain in their homes; and

WHEREAS, the Treasurer's Office has witnessed the value of the Financial Literacy & Empowerment and can help more people with dedicated staff to reach tax delinquent property owners throughout Ingham County; and

WHEREAS, without the foreclosure prevention funding the Capital Area Community Services would not be able to deliver these proven results.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the County Treasurer to contract with Capital Area Community Services for 2016-2017, to refer clients who have been effected by tax forfeiture in the amount of \$100,000 to be taken from the Delinquent Tax Revolving Fund.

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

**COUNTY SERVICES: Yeas:** Nolan, Koenig, Celentino, Tsernoglou, Hope

**Nays:** None **Absent:** Bahar-Cook, Maiville **Approved 11/15/2016**

**FINANCE: Yeas:** Bahar-Cook, Tennis, Crenshaw, Schafer

**Nays:** McGrain **Absent:** Anthony, Case Naeyaert **Approved 11/16/2016**

Adopted as part of a consent agenda.

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO CONTRACT WITH CAPITAL AREA COMMUNITY SERVICES TO PROVIDE  
FUNDING FOR FUEL ASSISTANCE ADMINISTRATION**

**RESOLUTION # 16 – 488**

WHEREAS, Ingham County and its residents have been hit hard by the housing & economic crisis; and

WHEREAS, metered and deliverable fuel assistance funded through the Michigan Energy Assistance Program helps almost 500 Lansing and rural Ingham residents equally; and

WHEREAS, the Ingham County Treasurer continuously works to improve the outcome for families facing the negative impact of poverty and tax foreclosure through financial education, counseling and connections to the Social Services safety net; and

WHEREAS, the Fuel Assistance Program through professional staff at Capital Area Community Services (CACS) has increased in complexity and faces current year severe funding cutback by the State of Michigan for staff; and

WHEREAS, in Fiscal Year 2015 the efforts of CACS helped 477 households allowing low income citizens to remain comfortable in their homes; and

WHEREAS, the Treasurer's Office has witnessed the value of the layered services through CACS and is looking for its staff to coordinate fuel assistance and financial literacy outreach to tax delinquent property owners and renters throughout Ingham County; and

WHEREAS, this fuel assistance staffing crisis will demand programmatic changes in future years to make the program sustainable and this funding will provide the flexibility to find a way forward without limiting the fuel assistance to Ingham County Citizens.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the County Treasurer to contract with CACS for 2016-2017, to provide staff support for their Fuel Assistance Program in the amount of \$30,000 to be taken from the Delinquent Tax Revolving Fund.

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

**COUNTY SERVICES: Yeas:** Nolan, Koenig, Celentino, Tsernoglou, Hope  
**Nays:** None **Absent:** Bahar-Cook, Maiville **Approved 11/15/2016**

**FINANCE: Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer  
**Nays:** None **Absent:** Anthony, Case Naeyaert **Approved 11/16/2016**

Adopted as part of a consent agenda.

**ADOPTED - NOVEMBER 22, 2016  
AGENDA ITEM NO. 15**

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AMEND THE 2016 APPORTIONMENT REPORT**

**RESOLUTION # 16 – 489**

WHEREAS, the 2016 Apportionment Report was approved by Resolution #16-420 on October 10, 2016; and

WHEREAS, as a result of the election held on November 8, 2016 it is necessary to amend the Apportionment Report.

THEREFORE BE IT RESOLVED, that Resolution #16-420 is amended by substituting the attached statement of taxable valuations and mills apportioned to the various units in Ingham County for the year 2016.

**FINANCE: Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer

**Nays:** None **Absent:** Anthony, Case Naeyaert **Approved 11/16/2016**

Adopted unanimously by roll-call vote. Absent: Commissioner Nolan.

**INGHAM COUNTY APPORTIONMENT REPORT**  
**STATEMENT SHOWING TAXABLE VALUATIONS AND MILLS APPORTIONED**  
**BY THE BOARD OF COMMISSIONERS FOR THE YEAR 2016**  
 Amended November 22, 2016

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.

1 Taxing Authorities	2 2016 Real and Personal Taxable Value	Millages			6 Purpose
		3 Separate or Allocated	4 Operating	5 Bldg./Site/Debt	
State Education Tax	7,288,928,055	6.0000			
County Operating	7,349,034,366	6.3512			
Indigent Veterans Relief Fund	7,349,034,366		0.0330		
Animal Control	7,349,034,366		0.2400		
Public Transportation	7,349,034,366		0.6000		
Emergency 911	7,349,034,366		0.8431		
Parks & Trails	7,349,034,366		0.5000		
Juvenile Justice	7,349,034,366		0.6000		
Potter Park Zoo	7,349,034,366		0.4100		
Farmland Preservation	7,349,034,366		0.1400		
Health Services	7,349,034,366		0.3500		
<b>TOWNSHIPS:</b>					
Alaledon Township	203,050,197	0.8384		.5000	Fire
Aurelius Township	143,033,054	0.8203			
Bunker Hill Township	78,250,386	0.7500			
Delhi Charter Township	718,888,120		4.2981	2.9922	Fire 1.4961, Police 1.4961
Ingham Township	71,997,301	0.8202		1.5000	Police, Sidewalk
Lansing Charter Township	282,316,471		7.5065		
Leroy Township	119,612,194	0.8062			
Leslie Township	91,859,650	0.8830		.8917	Fire
Locke Township	71,501,661	0.7809			
Meridian Charter Township	1,640,026,432		4.1875	3.6288	Comm Serv, Bike Path, Fire, Police, Parks, Roads, CATA
Onondaga Township	104,628,888	0.9164			
Stockbridge Township	224,082,262	0.7810			
Vevay Township	127,943,854	0.9161			
Wheatfield Township	72,076,611	0.8617			
White Oak Township	71,152,239	0.8727			
Williamstown Township	227,345,665	0.8415			

continued on page 2

**INGHAM COUNTY APPORTIONMENT REPORT**  
**STATEMENT SHOWING TAXABLE VALUATIONS AND MILLS APPORTIONED**  
**BY THE BOARD OF COMMISSIONERS FOR THE YEAR 2016**  
 Amended November 22, 2016

L-4402

7 Taxing Authorities	8 2016 Real & Personal Taxable Value	9 2016 Total Tax Rates	10 DOLLARS OF AD VALOREM TAXES LEVIED
<b>CITIES:</b>			
East Lansing	867,754,263	22.2107	19,273,430
Lansing	1,881,825,600	19.7000	37,068,024
Lansing-RZ at 25% Ex	1,232,989	14.8400	18,298
Lansing-Renaissance Zone	36,841,211	.2600	9,579
Leslie	34,319,127	17.6968	607,339
Mason	212,275,551	13.2500	2,812,651
Williamston	104,080,936	15.1024	1,571,872
Williamston-RZ at 25% Ex	385,550	11.3268	4,367
Williamston-Ren Zone	284,446	0.0000	
<b>Village Rates:</b>			
Dansville	10,530,834	8.2500	86,879
Stockbridge	26,255,822	12.7400	334,499
Webberville	48,428,066	13.2000	639,250

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.

**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 2016  
Douglas A. Stover  
 Douglas A. Stover, Ingham County Equalization Director

**NOTARIZATION**

Rebecca Bennett Notary Public

Ingham County, Michigan

State of Michigan )  
 ) ss **REBECCA BENNETT**  
 County of Ingham ) **NOTARY PUBLIC - STATE OF MICHIGAN**  
 My Commission Expires November 26, 2019

Subscribed before me this 9th day of November 2016

My Commission Expires: 11-26-2019

continued on page 3

**INGHAM COUNTY APPORTIONMENT REPORT  
STATEMENT SHOWING TAXABLE VALUATIONS AND MILLS APPORTIONED  
BY THE BOARD OF COMMISSIONERS FOR THE YEAR 2016**

11 Taxing Authorities	12 Taxable Value		13 2016 Operating Tax Rates	14 2016 Debt Tax Rates
<b>Capital Area Transportation Authority</b>		5,529,871,056	3.0070	
Delhi Charter	718,888,120			
Lansing Charter	282,316,471			
Meridian Charter	1,640,026,432			
C-East Lansing (Ingham)	867,754,263			
C-East Lansing (Clinton County)	89,620,929			
C-Lansing (Ingham County)	1,882,550,342			
C-Lansing (Eaton County)	48,714,499			
<b>Capital Area District Library</b>		6,512,391,168	1.5600	
Ingham County	6,473,988,806			
Eaton County	38,402,362			
<b>Capital Regional Airport Authority</b>		7,407,369,853	.6990	
Ingham County	7,349,034,366			
Eaton County	50,671,134			
Clinton County	7,664,353			
<b>East Lansing Downtown Development Authority</b>		74,093,678	1.7319	
<b>Northern Ingham Emergency Services Authority</b>		594,906,230	1.1785	.7474
Leroy	119,612,194			
Locke	71,501,661			
Wheatfield	72,076,611			
Williamstown	227,345,665			
C-Williamston	104,370,099			
<b>Stockbridge Area Emergency Services Authority</b>		489,717,018	1.6000	
Bunker Hill	78,250,386			
Stockbridge	224,082,262			
White Oak	71,152,239			
Jackson Co. (Waterloo Twp)	116,232,131			
<b>Fowlerville District Library</b>		7,291,297	1.3988	
Locke Township	775,682			
White Oak Township	6,515,615			

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 2016**  
**Amended November 22, 2016**

L-4402

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.

1		2	3	4	Millages			8
					5	6	7	
All Property	Non-Homestead	Comm. Personal	School District School District Code	List Each Twp/City Where Located Separately	Taxable Value for Each Township/City	Operating	Bldg/Site Sinking Fund	County Use Notes
93,840,734	7,662,943	25,905,600	EATON RAPIDS					
X			23050 Aurelius Twp		24,572,075		8.0000	
	X		23050 Aurelius Twp		2,892,442	17.8669		
			23050 Aurelius Twp		-	5.8669		
X			23050 Delhi Charter Twp		7,779,867		8.0000	
	X		23050 Delhi Charter Twp		1,021,505	17.8669		
			23050 Delhi Charter Twp		-	5.8669		
X			23050 Onondaga Twp		61,488,792		8.0000	
	X		23050 Onondaga Twp		3,748,996	17.8669		
		X	23050 Onondaga Twp		25,905,600	5.8669		
996,840,079	450,131,672	35,582,700	EAST LANSING					
X			33010 Lansing Charter Twp		196,755		6.4910	
	X		33010 Lansing Charter Twp		196,755	18.0000		
			33010 Lansing Charter Twp		-	6.0000		
X			33010 Meridian Twp		159,044,854		6.4910	
	X		33010 Meridian Twp		41,711,844	18.0000		
		X	33010 Meridian Twp		573,000	6.0000		
X			33010 C-East Lansing		799,076,830		6.4910	
	X		33010 C-East Lansing		381,302,888	18.0000		
		X	33010 C-East Lansing		30,323,800	6.0000		
X			33010 C-Lansing		38,521,540		6.4910	
	X		33010 C-Lansing		26,920,185	18.0000		
		X	33010 C-Lansing		4,685,900	6.0000		

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
2,048,239,832	1,116,357,317	117,063,150	LANSING						
X			33020	Delhi Charter Twp	964,932			4.6500	
	X		33020	Delhi Charter Twp	715,490		17.9208		
		X	33020	Delhi Charter Twp	134,800		5.9208		
X			33020	Lansing Charter Twp	170,705,034			4.6500	
	X		33020	Lansing Charter Twp	127,288,303		17.9208		
		X	33020	Lansing Charter Twp	15,440,500		5.9208		
X			33020	C-East Lansing	67,267,767			4.6500	
	X		33020	C-East Lansing	56,562,933		17.9208		
		X	33020	C-East Lansing	10,578,300		5.9208		
X			33020	C-Lansing	1,772,460,888			4.6500	Includes RZ Back to Roll
	X		33020	C-Lansing	898,595,180		17.9208		Includes 75% RZ Back to Roll
		X	33020	C-Lansing	87,263,750		5.9208		Includes 75% RZ Back to Roll
X			33021	C-Lansing-REZ	36,841,211			4.6500	Renaissance Zone
	X		33021	C-Lansing-REZ	33,195,411				Renaissance Zone
		X	33021	C-Lansing-REZ	3,645,800				Renaissance Zone
183,657,390	48,382,465	978,167	DANSVILLE						
X			33040	Bunker Hill Twp	32,456,318			7.9992	
	X		33040	Bunker Hill Twp	15,498,722		18.0000		
		X	33040	Bunker Hill Twp	191,000		6.0000		
X			33040	Ingham Twp	71,989,410			7.9992	
	X		33040	Ingham Twp	8,515,208		18.0000		
		X	33040	Ingham Twp	414,847		6.0000		
X			33040	Leroy Twp	5,693,601			7.9992	
	X		33040	Leroy Twp	1,129,776		18.0000		
		X	33040	Leroy Twp	27,520		6.0000		
X			33040	Leslie Twp	888,800			7.9992	
	X		33040	Leslie Twp	13,400		18.0000		
			33040	Leslie Twp	-		6.0000		
			33040	Stockbridge Twp	1,052,437			7.9992	
X	X		33040	Stockbridge Twp	123,042		18.0000		
			33040	Stockbridge 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	Extra Voted		County Use Notes
							6 Operating	7 Bldg/Site Sinking Fund	
			DANSVILLE - continued						
X			33040	Vevay Twp	3,935,233			7.9992	
	X		33040	Vevay Twp	587,821		18.0000		
			33040	Vevay Twp	-		6.0000		
X			33040	Wheatfield Twp	21,150,195			7.9992	
	X		33040	Wheatfield Twp	2,169,899		18.0000		
		X	33040	Wheatfield Twp	42,100		6.0000		
X			33040	White Oak Twp	46,491,396			7.9992	
	X		33040	White Oak Twp	20,344,597		18.0000		
		X	33040	White Oak Twp	302,700		6.0000		
413,429,115	81,331,409	2,016,000	HASLETT						
X			33060	Meridian Charter Twp	379,099,624			10.3453	
	X		33060	Meridian Charter Twp	76,878,838		18.0000		
		X	33060	Meridian Charter Twp	1,776,400		6.0000		
X			33060	Williamstown Twp	32,919,825			10.3453	
	X		33060	Williamstown Twp	3,139,505		18.0000		
		X	33060	Williamstown Twp	143,000		6.0000		
X			33060	C-East Lansing	1,409,666			10.3453	
	X		33060	C-East Lansing	1,313,066		18.0000		
		X	33060	C-East Lansing	96,600		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	
656,241,458	196,939,964	23,280,100	HOLT						
X			33070	Delhi Charter Twp	642,934,244			10.0000	
	X		33070	Delhi Charter Twp	194,717,667		18.0000		
		X	33070	Delhi Charter Twp	23,269,100		6.0000		
X			33070	C-Lansing	13,029,411			10.0000	
	X		33070	C-Lansing	2,217,997		18.0000		
		X	33070	C-Lansing	11,000		6.0000		
X			33071	Delhi Charter Twp	169,581			2.9500	Mason tr to Holt (2004)
	X		33071	Delhi Charter Twp	4,300		18.0000		
			33071	Delhi Charter Twp	-		6.0000		
X			33072	Delhi Charter Twp	108,222			2.9500	Mason tr to Holt (2007)
			33072	Delhi Charter Twp	-		18.0000		
			33072	Delhi Charter Twp	-		6.0000		
X			33075	Delhi Charter Twp	130,089			7.0000	Eaton Rapids tr to Holt (2015)
			33075	Delhi Charter Twp	-		18.0000		
			33075	Delhi Charter Twp	-		6.0000		
191,323,937	65,411,021	2,713,350	LESLIE						
X			33100	Bunker Hill Twp	33,014,655			8.9500	
	X		33100	Bunker Hill Twp	17,932,428		17.9909		
		X	33100	Bunker Hill Twp	37,800		5.9909		
X			33100	Leslie Twp	85,956,200			8.9500	
	X		33100	Leslie Twp	27,729,857		17.9909		
		X	33100	Leslie Twp	2,062,500		5.9909		
X			33100	Onondaga Twp	38,033,955			8.9500	
	X		33100	Onondaga Twp	5,815,712		17.9909		
		X	33100	Onondaga Twp	207,300		5.9909		
X			33100	C-Leslie	34,319,127			8.9500	
	X		33100	C-Leslie	13,933,024		17.9909		
		X	33100	C-Leslie	405,750		5.9909		

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			
462,144,187	191,982,729	10,405,640	MASON							
X			33130	Ingham Twp	7,891			3,9459		
			33130	Ingham Twp	-		17,9388			
			33130	Ingham Twp	-		5,9388			
X			33124	Leslie Twp	210,600			9,8959	Leslie tr to Mason (5/26/1996)	
			33124	Leslie Twp	-		17,9388			
			33124	Leslie Twp	-		5,9388			
X			33130	Alaledon Twp	120,998,973			3,9459		
	X		33130	Alaledon Twp	33,934,831		17,9388			
		X	33130	Alaledon Twp	2,943,300		5,9388			
X			33130	Aurelius Twp	118,460,979			3,9459		
	X		33130	Aurelius Twp	9,281,188		17,9388			
		X	33130	Aurelius Twp	511,500		5,9388			
X			33130	Delhi Charter Twp	66,801,185			3,9459		
	X		33130	Delhi Charter Twp	15,086,286		17,9388			
		X	33130	Delhi Charter Twp	963,100		5,9388			
X			33130	Leslie Twp	4,364,700			3,9459		
	X		33130	Leslie Twp	367,055		17,9388			
		X	33130	Leslie Twp	76,700		5,9388			
X			33130	Onondaga Twp	4,060,263			3,9459		
	X		33130	Onondaga Twp	725,272		17,9388			
			33130	Onondaga Twp	-		5,9388			
X			33130	Vevay Twp	124,008,621			3,9459		
	X		33130	Vevay Twp	30,876,558		17,9388			
		X	33130	Vevay Twp	1,460,250		5,9388			
X			33130	Wheatfield Twp	3,497,375			3,9459		
	X		33130	Wheatfield Twp	414,637		17,9388			
			33130	Wheatfield Twp	-		5,9388			
X			33130	C-Lansing	19,733,600			3,9459		
	X		33130	C-Lansing	19,070,000		17,9388			
			33130	C-Lansing	-		5,9388			

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
			MASON continued						
X			33130	C-Mason	212,275,551			3.9459	
	X		33130	C-Mason	82,226,902		17.9388		
		X	33130	C-Mason	4,450,790		5.9388		
1,198,782,948	440,867,767	38,356,000	OKEMOS						
X			33170	Alaledon Twp	71,424,887			7.9888	
	X		33170	Alaledon Twp	49,867,269		18.0000		
		X	33170	Alaledon Twp	6,647,400		6.0000		
X			33170	Meridian Charter Twp	1,070,631,248			7.9888	
	X		33170	Meridian Charter Twp	367,612,374		18.0000		
		X	33170	Meridian Charter Twp	30,093,900		6.0000		
X			33170	Williamstown Twp	19,431,504			7.9888	
	X		33170	Williamstown Twp	1,030,036		18.0000		
			33170	Williamstown Twp	-		6.0000		
X			33170	C-Lansing	37,295,309			7.9888	
	X		33170	C-Lansing	22,358,088		18.0000		
		X	33170	C-Lansing	1,614,700		6.0000		
249,530,650	154,435,927	1,604,400	STOCKBRIDGE						
X			33200	Bunker Hill Twp	12,779,413			4.2800	
	X		33200	Bunker Hill Twp	1,599,981		18.0000		
		X	33200	Bunker Hill Twp	77,100		6.0000		
X			33200	Stockbridge Twp	223,029,825			4.2800	
	X		33200	Stockbridge Twp	147,285,262		18.0000		
		X	33200	Stockbridge Twp	1,366,600		6.0000		
X			33200	White Oak Twp	13,721,412			4.2800	
	X		33200	White Oak Twp	5,550,684		18.0000		
		X	33200	White Oak Twp	160,700		6.0000		

1			2		3			4			5			6			7			8		
All Property			Non-Homestead		Comm. Personal		School District		List Each Twp/City Where Located Separately		Taxable Value for Each Township/City		Operating		Bldg/Site Sinking Fund		County Use Notes					
113,232,423			52,883,959		5,416,200	WAWERLY	33215	Lansing Charter Twp	111,414,882		4,4622	8,0000										
X			X				33215	Lansing Charter Twp	52,799,270		13,5324											
					X		33215	Lansing Charter Twp	5,410,400		5,9946											
X							33215	C-Lansing	1,817,741		4,4622	8,0000										
			X				33215	C-Lansing	84,689		13,5324											
					X		33215	C-Lansing	5,800		5,9946											
							33216	Lansing Charter-REZ														
							33216	Lansing Charter-REZ														
							33216	Lansing Charter-REZ														
120,231,980			33,957,999		3,145,700	WEBBERVILLE	33220	Leroy Twp	84,959,727		8,4307											
X			X				33220	Leroy Twp	27,468,388		18,0000											
					X		33220	Leroy Twp	2,871,700		6,0000											
X							33220	Locke Twp	30,848,437		8,4307											
			X				33220	Locke Twp	4,050,130		18,0000											
					X		33220	Locke Twp	272,600		6,0000											
X							33220	White Oak Twp	4,423,816		8,4307											
			X				33220	White Oak Twp	2,439,481		18,0000											
					X		33220	White Oak Twp	1,400		6,0000											
258,349,396			52,821,223		4,072,627	WILLIAMSTON	33230	Alaiedon Twp	10,626,337		9,5824											
X			X				33230	Alaiedon Twp	1,348,981		18,0000											
					X		33230	Alaiedon Twp	293,400		6,0000											
X							33230	Leroy Twp	28,958,866		9,5824											
			X				33230	Leroy Twp	4,518,862		18,0000											
					X		33230	Leroy Twp	273,577		6,0000											
X							33230	Locke Twp	20,748,490		9,5824											
			X				33230	Locke Twp	2,610,856		18,0000											
					X		33230	Locke 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				33230	Meridian Charter Twp	31,250,706			9.5824	
	X			33230	Meridian Charter Twp	2,399,708		18.0000		
		X		33230	Meridian Charter Twp	647,200		6.0000		
X				33230	Wheatfield Twp	47,252,834			9.5824	
	X			33230	Wheatfield Twp	5,845,972		18.0000		
		X		33230	Wheatfield Twp	398,700		6.0000		
X				33230	Williamstown Twp	114,199			9.5824	
	X			33230	Williamstown Twp	-		18.0000		
		X		33230	Williamstown Twp	-		6.0000		
X				33230	C-Williamston	104,466,486			9.5824	Includes RZ Back to Roll
	X			33230	C-Williamston	36,116,645		18.0000		Includes 75% RZ Back to Roll
		X		33230	C-Williamston	2,374,670		6.0000		Includes 75% RZ Back to Roll
X				33231	Locke Twp	90,199			9.5824	Perry tr to Williamston (6/18/00)
				33231	Locke Twp	-		18.0000		
				33231	Locke Twp	-		6.0000		
X				33236	Williamstown Twp	273,922			9.5824	Perry tr to Williamston (9/25/95)
				33236	Williamstown Twp	-		18.0000		
				33236	Williamstown Twp	-		6.0000		
X				33237	Williamstown Twp	134,007			9.5824	Perry tr to Williamston (10/24/96)
				33237	Williamstown Twp	-		18.0000		
				33237	Williamstown Twp	-		6.0000		
X				33238	Wheatfield Twp	81,625			7.7824	Dansville tr to Williamston (4/25/00)
	X			33238	Wheatfield Twp	81,625		18.0000		
				33238	Wheatfield Twp	-		6.0000		
X				33239	Wheatfield Twp	94,582			7.7824	Dansville tr to Williamston (5/17/02)
				33239	Wheatfield Twp	-		18.0000		
				33239	Wheatfield Twp	-		6.0000		
X				33241	Williamstown Twp	13,992,697			9.5824	Perry tr to Williamston (9/19/03)
	X			33241	Williamstown Twp	1,825,516		18.0000		
				33241	Williamstown Twp	-		6.0000		



1		2		3		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	
			WILLIAMSTON continued							
X			33233	C-Williamston RZ	264,446			8.8357	Renaissance Zone	
	X		33233	C-Williamston-RZ	179,366				Renaissance Zone	
		X	33233	C-Williamston-RZ	85,080				Renaissance Zone	
1,399,251	110,008		NW JACKSON							
X			38140	Leslie Twp	439,350			4.7879		
	X		38140	Leslie Twp	54,600		18.0000			
			38140	Leslie Twp	-		6.0000			
X			38140	Onondaga	959,901			4.7879		
	X		38140	Onondaga	55,408		18.0000			
			38140	Onondaga	-		6.0000			
85,977	1,500		SPRINGPORT							
X			38150	Onondaga Twp	85,977			6.7000		
	X		38150	Onondaga Twp	1,500		18.0000			
			38150	Onondaga Twp	-		6.0000			
7,291,297	2,256,719		FOWLERVILLE							
X			47030	Locke Twp	775,682			9.5500		
	X		47030	Locke Twp	119,144		18.0000			
			47030	Locke Twp	-		6.0000			
X			47030	White Oak Twp	6,515,615			9.5500		
	X		47030	White Oak Twp	2,137,575		18.0000			
			47030	White Oak Twp	-		6.0000			
7,338,210	425,102		MORRICE							
X			78060	Locke Twp	7,338,210			7.0000		
	X		78060	Locke Twp	425,102		16.4734			
			78060	Locke Twp	-		4.4734			
172,180,154	23,025,342	903,200	PERRY							
X			78080	Locke Twp	11,700,643			7.6000		
	X		78080	Locke Twp	1,261,554		18.0000			
		X	78080	Locke Twp	36,900		6.0000			
X			78080	Williamstown Twp	160,479,511			7.6000		
	X		78080	Williamstown Twp	21,763,788		18.0000			
			78080	Williamstown Twp	866,300		6.0000			

1		2	3	4	Millages			8
					5	6	7	
		Intermediate School Districts and Community College	List Each Twp/City Where Located Separately	Total Taxable Value	ISD Alloc	Operating	Bldg/Site/Debt	County Use Notes
		Ingham Intermediate School District						
		School District						
		Clinton	461,147,692	8,702,379,522	.1894	5.7987		Spec Ed 4.5062
		Eaton	780,757,513					Voc Ed 1.2925
		Ingham	7,212,980,923					No debt
		Jackson	111,271,340					Lansing Schools do not pay vocational ed.
		Livingston	99,064,368					
		Shiawassee	7,466,066					
		Washtenaw	29,691,620					
		Eaton Intermediate Schools District						
		Schools District		152,862,052	.1843	3.6935		Spec Ed 2.7704
		Aurelius Township	24,572,075					Voc Ed .9231
		Delhi Township	66,801,185					No debt
		Onondaga Township	61,488,792					
		Jackson Intermediate School District						
		School District		1,485,228	.3422	8.4178		Spec Ed 6.2764
		Leslie Twp	439,350					Voc Ed 2.1414
		Onondaga Twp	1,045,878					No debt
		Livingston Intermediate School District						
		School District		7,291,297	.0665	3.2920		Spec Ed 3.2920
		Locke Twp	775,682					No Debt
		White Oak Twp	6,515,615					
		Shiawassee Intermediate School District						
		School District		33,031,550	2238	3.6802		Spec Ed 3.6802
		Locke Twp	19,038,853					No debt
		Williamstown Twp	13,992,697					
		Lansing Community College						
		Ingham County	7,212,980,923	10,621,314,784		3.8072		Operating
		Clinton County	1,420,596,241					
		Eaton County	1,874,619,307					
		Ionia County	6,124,255					
		Livingston County	99,064,368					
		Shiawassee County	7,929,690					

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO RECOGNIZE THE HOLT PUBLIC SCHOOL DISTRICT  
FOR ITS INVOLVEMENT IN THE  
MASS DISPENSING EXERCISE ON OCTOBER 19, 2016**

**RESOLUTION # 16 – 490**

WHEREAS, Dr. David Hornak, Superintendent of the Holt Public School District, has agreed to allow the Ingham County Health Department to utilize the Holt High School as a mass dispensing/vaccination site during public health emergencies and exercises; and

WHEREAS, Holt High School functioned as a Mass Dispensing Site during the Mass Dispensing Exercise held on October 19, 2016; and

WHEREAS, Mr. Michael Willard, Holt High School Principal, ensured staff assistance and logistical support at Holt High School during the October 19, 2016 Mass Dispensing Exercise; and

WHEREAS, Mr. Willard and health teachers Allison Ferris and Elizabeth Graf served on the Mass Dispensing Exercise Planning Committee for the October 19, 2016 Mass Dispensing Exercise; and

WHEREAS, Ms. Ferris, Ms. Graf, and health teacher Ms. Jennie Boike allowed their health class students to be patients at the October 19, 2016 Mass Dispensing Exercise; and

WHEREAS, the Holt High School staff assisted in the set-up of Holt High School for the October 19, 2016 Mass Dispensing Exercise.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby recognizes the Holt Public School District for its efforts during the Mass Dispensing Exercise held on October 19, 2016.

BE IT FURTHER RESOLVED, that the Board extends its sincere appreciation to the Holt Public School District for its continued support of Public Health Emergency Preparedness.

**HUMAN SERVICES: Yeas:** McGrain, Tennis, Koenig, Nolan, Hope

**Nays:** None **Absent:** Banas, Case Naeyaert **Approved 11/14/2016**

Adopted as part of a consent agenda.

**ADOPTED - NOVEMBER 22, 2016**  
**AGENDA ITEM NO. 17**

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO PROVIDE FUNDING FOR LOW INCOME TAX PREPARATION**

**RESOLUTION # 16 – 491**

WHEREAS, the Asset Independence Coalition (AIC), under the umbrella of the Power of We Consortium (Ingham County Human Services Collaborative), coordinates a Volunteer Income Tax Assistance (VITA) income tax preparation program for low and moderate income citizens; and

WHEREAS, the group has successfully assisted thousands of low and moderate income taxpayers and helped achieve refunds over several million dollars, including substantial amounts from the Earned Income Tax Credit; and

WHEREAS, these efforts continue to need a coordinator position hosted and administered by the United Way; and

WHEREAS, the request for this base funding is being made to the Counties of Clinton, Eaton and Ingham and the City of Lansing; and

WHEREAS, these efforts assist the economic condition of low and moderate income citizens and income tax refunds to this group of citizens facilitates payment of delinquent property taxes owed to Ingham County.

THEREFORE BE IT RESOLVED, that the County Board of Commissioners authorizes funding for the AIC's VITA coordination efforts in 2017 of \$12,500 from the Delinquent Tax Administration Fund (516-25601).

BE IT FURTHER RESOLVED, that the County Controller/Administrator is directed to make all necessary budget adjustments consistent with this resolution to strengthen the capacity within Ingham County for low and moderate income tax preparation assistance and asset building.

BE IT FURTHER RESOLVED, that the Board Chairperson and County Clerk are authorized to sign any necessary contracts upon approval as to form by the County Attorney.

BE IT FURTHER RESOLVED, that a copy of this Resolution shall be forwarded to all local taxing authorities in Ingham County.

**HUMAN SERVICES: Yeas:** McGrain, Tennis, Koenig, Nolan, Hope

**Nays:** None **Absent:** Banas, Case Naeyaert **Approved 11/14/2016**

**COUNTY SERVICES: Yeas:** Nolan, Koenig, Celentino, Tsernoglou, Hope

**Nays:** None **Absent:** Bahar-Cook, Maiville **Approved 11/15/2016**

**FINANCE: Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer  
**Nays:** None **Absent:** Anthony, Case Naeyaert **Approved 11/16/2016**

Adopted as part of a consent agenda.

**ADOPTED - NOVEMBER 22, 2016  
AGENDA ITEM NO. 18**

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO CONTRACT WITH CAPITAL AREA COMMUNITY SERVICES AND  
LEGAL SERVICES OF SOUTH CENTRAL MICHIGAN TO PROVIDE FUNDING FOR  
AN EVICTION DIVERSION PROGRAM IN THE 54A DISTRICT COURT FOR  
CERTAIN TAX DELINQUENT PROPERTIES IN LANSING**

**RESOLUTION # 16 – 492**

WHEREAS, Ingham County and its residents in Lansing have been especially hit hard by the housing & economic crisis; and

WHEREAS, there are a number of properties impacted by tax foreclosure as a result of non-payment of rent by the tenant occupants; and

WHEREAS, the Ingham County Treasurer continuously works to improve the outcome for families facing the negative impact of poverty and tax foreclosure through financial education, counseling and connections to the Social Services safety net; and

WHEREAS, the Department of Health and Human Services (DHHS), Legal Services of South Central Michigan(LSSCM) and Capital Area Community Services (CACS) have a track record of helping tenants avoid eviction and the negative impacts on the families and properties; and

WHEREAS, the eviction diversion program has been running in the 55<sup>th</sup> District Court in Mason, but not in Lansing which experiences five times the incidence of eviction; and

WHEREAS, the Treasurer's Office has witnessed the value of collaborative efforts between DHHS, LSCCM and CACS to tax delinquent property owners and renters throughout Ingham County as it concerns the prevention of tax foreclosure; and

WHEREAS, eviction diversion efforts can be linked with consumer protection efforts for predatory Land Contracts to better understand the rental and land contract situation in Lansing; and

WHEREAS, a program in the 54A District Court would stabilize tenant and the landlord financial standing by linking efforts to Financial Literacy and also lessen the incidence of tax foreclosure and eviction.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the County Treasurer to contract with CACS and LSCCM for 2016-2017, to provide support for a pilot Eviction Diversion Program in the 54A District Court in the amount of \$30,000 to be taken from the Delinquent Tax Revolving Fund. Funding to be split according to agreement of both parties in accordance with staffing levels and existing County support.

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

**HUMAN SERVICES: Yeas:** McGrain, Tennis, Hope

**Nays:** Koenig, Nolan **Absent:** Banas, Case Naeyaert **Approved 11/14/2016**

**COUNTY SERVICES: Yeas:** Nolan, Koenig, Celentino, Tsernoglou, Hope

**Nays:** None **Absent:** Bahar-Cook, Maiville **Approved 11/15/2016**

**FINANCE: Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer

**Nays:** None **Absent:** Anthony, Case Naeyaert **Approved 11/16/2016**

Adopted as part of a consent agenda.

**ADOPTED - NOVEMBER 22, 2016**  
**AGENDA ITEM NO. 19**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING 2017 AGREEMENTS FOR COMMUNITY AGENCIES**

**RESOLUTION # 16 – 493**

WHEREAS, the 2017 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 2017 budget includes \$220,000 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 #16-235.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby directs the County Attorney to draft contracts for the period of January 1, 2017 through December 31, 2017, 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, that the Board Chairperson is authorized to sign the necessary documents after review by the County Attorney.

**HUMAN SERVICES: Yeas:** McGrain, Banas, Koenig, Nolan, Hope, Case Naeyaert

**Nays:** None **Absent:** Tennis **Approved 11/07/2016**

**FINANCE: Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer

**Nays:** None **Absent:** Anthony, Case Naeyaert **Approved 11/16/2016**

Adopted as part of a consent agenda.



ORGANIZATION	SCOPE	2016 AMT. RECEIVED	2017 REQUEST	2017 CONTROLLER RECOMMENDED	2017 HUMAN SERVICES RECOMMENDED	2017 FINANCE RECOMMENDED
Advent House Ministries, Inc.	Weekend Day Shelter	\$10,000	\$15,000	\$10,000	\$10,000	\$10,000
Boys & Girls Club of Lansing	Food Program for youth	\$5,200	\$5,200	\$5,200	\$5,200	\$5,200
Capital Area Community Services, Inc.	Low Income Heating Assistance Low Income Shelter/Housing Assistance	\$8,500	\$10,000	\$8,500	\$8,500	\$8,500
Capital Area Literacy Coalition	Literacy Services for Adults and Children	\$1,300				
Capital Area United Way Capital College Access Network	College Ambassador and Advising	\$9,750	\$15,000	\$9,750	\$9,750	\$9,750
Cristo Rey Community Center Community Kitchen	Prescription Assistance Program	\$4,250	\$4,250	\$4,250	\$4,250	\$4,250
Cristo Rey Community Center Prescription Assistance	The Community Kitchen provides access to fresh food (warm breakfast and sack lunch) every Monday through Friday for food insecure and vulnerable populations in Ingham County	\$6,750	\$9,000	\$6,750	\$6,750	\$6,750
Cristo Rey Community Center Direct Assistance Food Pantry Program	Direct Assistance Food Pantry Program	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
Edgewood Village Non-Profit Housing Corp	2016 - AmeriCorps Stipend	\$2,700	\$3,700	\$2,700	\$2,700	\$2,700

ORGANIZATION	SCOPE	2016 AMT. RECEIVED	2017 REQUEST	2017 CONTROLLER RECOMMENDED	2017 HUMAN SERVICES RECOMMENDED	2017 FINANCE RECOMMENDED
EVE, Inc.	Shelter and Support Svs. For Victims of Domestic Violence	\$15,500	\$16,500	\$15,500	\$15,500	\$15,500
Gateway Community Services - Child & Family Services	Crossroads Transitional Living Program for Youth	\$15,300	\$15,300	\$15,300	\$15,300	\$15,300
Greater Lansing Food Bank	Community Gardening and Fresh Food Access	\$11,000	\$20,000	\$11,000	\$11,000	\$11,000
Greater Lansing Housing Coalition - Tuesday Toolmen	Supportive Apartment Program for families. Provides permanent supportive housing in an 18 Unit Family Owned by GLHC	\$3,800	\$10,862	\$3,800	\$3,800	\$3,800
Greater Lansing Housing Coalition - Ballentine	Completes small home maintenance and repair jobs for low-income homeowners who are senior citizens or persons with disabilities in Ingham, Eaton, and Clinton counties	\$7,500	\$10,000	\$7,500	\$7,500	\$7,500
Hosanna House of Michigan - NEW 2016	Emergency Shelter for Families	N/A	\$22,000	\$4,000	\$4,000	\$4,000
Haven House	Provides housing for youths leaving Foster Care	\$13,000	\$20,000	\$13,000	\$13,000	\$13,000
Lansing Area Aids Network	HIV Continuum of Care Basic Needs Assistance	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Leslie Outreach, Inc.	Food Pantry & Low Income Assistance	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300
Listening Ear	Crisis Intervention for Mental Health issues	\$2,000	\$3,000	\$2,000	\$2,000	\$2,000
MSU Safe Place	Shelter , Advocacy and Support for Domestic Violence Survivors	\$12,900	\$12,900	\$12,900	\$12,900	\$12,900
National Council on Alcoholism/Lansing Regional Area, Inc.	Housing with Supportive Svs. For Homeless Ingham County Males	\$12,000	\$24,000	\$12,000	\$12,000	\$12,000

ORGANIZATION	SCOPE	2016 AMT. RECEIVED	2017 REQUEST	2017 CONTROLLER RECOMMENDED	2017 HUMAN SERVICES RECOMMENDED	2017 FINANCE RECOMMENDED
Northwest Initiative / dba Northwest Lansing Healthy Communities	ARRO Ex-Officer Assistance Program	\$7,250				
Oasis Family Center	Monitoring Monitors - Provides svs. For children & families to experience safe exchanges and supervised parenting times - Most cases are referred by the Courts	\$10,000				
Refugee Development Center	Bridges: Basic Needs to Self Sufficiency	\$8,000	\$15,000	\$8,000	\$8,000	\$8,000
RSVP	Adult Respite Svs. & Capital Area Interfaith Respite working together to address the respite needs of those who take care of individuals that require special attention such as adults with disabilities with chronic illnesses while providing companionship and socialization for individuals	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Rural Family Services of Ingham County	Coalition of Food Banks - Clothing and Housing Assistance	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000
Southside Community Coalition	South Side Community Basic Needs	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000

ORGANIZATION	SCOPE	2016 AMT. RECEIVED	2017 REQUEST	2017 CONTROLLER RECOMMENDED	2017 HUMAN SERVICES RECOMMENDED	2017 FINANCE RECOMMENDED
Southside Community Kitchen	Feeding the Hungry	\$2,000				
St. Vincent Catholic Charities - NEW 2016	Provides one month rent to refugee families	N/A	\$20,000	\$4,000	\$4,000	\$4,000
Stockbridge Community Outreach	Food Pantry, Transportation, & Prescriptions	N/A	\$6,000	\$4,550	\$4,550	\$4,550
Tri-County Office on Aging - NEW 2016	24-hour emergency response program the provides assistance to seniors experiencing crisis that impacts basic needs including food, eviction, unsafe living conditions, and/or abuse/neglect issues	N/A	\$10,000	\$4,000	\$4,000	\$4,000
WAI-IAM - Recovery Community	Provides housing, including utilities and household supplies for those participating in Ingham County based rehabilitation	\$10,000	\$20,000	\$10,000	\$10,000	\$10,000
WAI-IAM Care Unit - NEW	Provides housing, including utilities and household supplies for those who have chosen to stop drug/alcohol use or have relapsed and need a safe place before re-entering the program	N/A	\$10,000	\$4,000	\$4,000	\$4,000
YMCA Westside Community	"Y" Achievers Program	\$1,000	\$4,500	\$1,000	\$1,000	\$1,000

**Total Amount**

\$220,000

\$342,512

**\$220,000**

**\$220,000**

**\$220,000**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AMENDMENT #1 TO THE 2016-2017 COMPREHENSIVE  
AGREEMENT WITH THE MICHIGAN DEPARTMENT OF COMMUNITY HEALTH**

**RESOLUTION # 16 – 494**

WHEREAS, the responsibility for protecting the health of the public is a shared responsibility between the State and County governments in Michigan; and

WHEREAS, the Michigan Department of Health & Human Services (MDHHS) and local health departments enter into contracts to clarify the role and responsibility of each party in protecting public health; and

WHEREAS, the MDHHS and Ingham County have entered into a 2016-2017 Agreement authorized in Resolution #16-339; and

WHEREAS, the MDHHS has proposed amendment #1 to the current Agreement to adjust grant funding levels and clarify Agreement procedures; and

WHEREAS, the Health Officer has recommended that the Board of Commissioners authorize the Amendment.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes Amendment #1 to the 2016-2017 Comprehensive Agreement with the Michigan Department of Health & Human Services (MDHHS).

BE IT FURTHER RESOLVED, that the total amount of Comprehensive Agreement funding shall increase from \$5,202,635 to \$5,256,609, an increase of \$53,974.

BE IT FURTHER RESOLVED, that the increase consists of the following specific changes to program budgets:

Michigan Colorectal Cancer Screening Program: \$6,375.00 - new funding  
Tobacco Use Reduction in People with HIV/AIDS: \$57,386.00 – new funding  
Public Health Emergency Preparedness (PHEP): increase of \$10,213 from \$118,633 to \$128,846  
Nurse Family Partnership Services: decrease of \$20,000 from \$505,300 to \$485,300

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

BE IT FURTHER RESOLVED, that the Health Officer, Linda S. Vail, MPA, Health Officer is authorized to submit Amendment #1 of the 2016-2017 Comprehensive Agreement electronically through the Mi-E Grants system after approval as to form by the County Attorney.

**HUMAN SERVICES: Yeas:** McGrain, Tennis, Koenig, Nolan, Hope

**Nays:** None **Absent:** Banas, Case Naeyaert **Approved 11/14/2016**

**FINANCE: Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer

**Nays:** None **Absent:** Anthony, Case Naeyaert **Approved 11/16/2016**

Adopted as part of a consent agenda.

**ADOPTED - NOVEMBER 22, 2016**  
**AGENDA ITEM NO. 21**

Introduced by the Human Services and Finance Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE CONTRACTS WITH THE NORTHWEST LANSING HEALTHY  
COMMUNITIES INITIATIVE D/B/A NORTHWEST INITIATIVE TO DISTRIBUTE  
URBAN REDEVELOPMENT FUNDS**

**RESOLUTION # 16 – 495**

WHEREAS, the Ingham County Health Department (ICHD) is responsible for implementing activities that support the County priority to “Promote Environmental Protection and Smart Growth”; and

WHEREAS, a county allocation in the amount of \$35,000 from the Board of Commissioners is intended to expand or enhance opportunities for urban redevelopment through engagement and mobilization of residents; and

WHEREAS, the purpose of the funds are to strengthen urban cores, revitalize Lansing’s neighborhoods, and curb resident movement into less developed areas, thereby preserving open land and reducing long-term negative impacts on our ecosystem; and ICHD, in partnership with the Power of We Consortium (PWC), has determined that greater impact can be made with the 2016 grant funds by allocating the aforementioned amount to this organization to extend its initiatives; and

WHEREAS, after a competitive RFP process in 2016, it is recommended that the Urban Redevelopment grant be awarded to the Northwest Lansing Healthy Communities Initiative (Northwest Initiative) in the amount of \$30,000; and

WHEREAS, ICHD will contract with Public Policy Associates (PPA) for the remaining \$5,000 of the grant funds, to provide assistance and guidance to Northwest Initiative throughout the duration of the project and provide an evaluation and a project report; and

WHEREAS, the 2016 Urban Redevelopment grant will be utilized to reduce physical inactivity by improving access to opportunities for chronic disease prevention, risk reduction, and disease management.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes a contract with the Northwest Initiative in the amount of \$30,000 for the period of November 1, 2016 to September 30, 2017.

BE IT FURTHER RESOLVED, that the Board of Commissioner’s authorizes a contract with PPA for the Urban Redevelopment grant’s project evaluation in the amount of \$5,000 for the period of November 1, 2016 to September 30, 2017.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Board Chairperson to sign the agreement after it is approved as to form by the County Attorney.

**HUMAN SERVICES: Yeas:** McGrain, Tennis, Koenig, Nolan, Hope

**Nays:** None    **Absent:** Banas, Case Naeyaert    **Approved 11/14/2016**

**FINANCE: Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer

**Nays:** None    **Absent:** Anthony, Case Naeyaert    **Approved 11/16/2016**

Adopted as part of a consent agenda.



Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A HEALTHIEST CITIES AND COUNTIES CHALLENGE  
GRANT AGREEMENT WITH THE AMERICAN PUBLIC HEALTH ASSOCIATION**

**RESOLUTION # 16 – 496**

WHEREAS, the American Public Health Association (APHA), the Aetna Foundation, and the National Association of Counties released a request for proposals for a multiyear program, the Healthiest Cities and Counties Challenge, designed to encourage partnerships in support of a positive health change; and

WHEREAS, awards are provided to counties that have identified a challenge in their community and are able to show measurable change by working with partners across different sectors to implement health innovations and data-driven solutions; and

WHEREAS, the Ingham County Health Department (ICHD) submitted a proposal which was accepted and will now receive a \$10,000 community seed award; and

WHEREAS, ICHD plans to partner with Housing and Urban Development (HUD) to help prepare HUD housing to be smoke-free by creating an environment that promotes health by identifying Health Action Teams who implement health and wellness programs within HUD communities; and

WHEREAS, ICHD will also create an implementation guide for local housing to accompany the smoke-free housing policy; and

WHEREAS, the Health Officer recommends that the Ingham County Board of Commissioners authorize an agreement with APHA from October 1, 2016 through September 30, 2018 to accept the \$10,000 Healthiest Cities and Counties Challenge award.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with APHA from October 1, 2016 through September 30, 2018 to accept the \$10,000 Healthiest Cities and Counties Challenge award.

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

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

**HUMAN SERVICES: Yeas:** McGrain, Tennis, Koenig, Nolan, Hope

**Nays:** None **Absent:** Banas, Case Naeyaert **Approved 11/14/2016**

**FINANCE: Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer  
**Nays:** None **Absent:** Anthony, Case Naeyaert **Approved 11/16/2016**

Adopted as part of a consent agenda.

**ADOPTED - NOVEMBER 22, 2016**  
**AGENDA ITEM NO. 23**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN ADMINISTRATIVE SERVICE AGREEMENT WITH  
BLUE CROSS BLUE SHIELD OF MICHIGAN AT THE INGHAM COUNTY JAIL**

**RESOLUTION # 16 – 497**

WHEREAS, in Resolution # 15-448 the Ingham County Board of Commissioners authorized the existing agreement between County Health Department (ICHHD) and Blue Cross Blue Shield of Michigan (BCBSM) for the period of December 1, 2015 – November 30, 2016; and

WHEREAS, ICHHD and BCBSM entered into an agreement in 1996 wherein BCBSM would pay the claims of health care services provided to inmate of Ingham County jail; and

WHEREAS, that agreement is updated annually by executing a Schedule A Addendum; and

WHEREAS, BCBSM has proposed a 2016-2017 Schedule A Addendum to the Administrative Services Agreement; and

WHEREAS, BCBSM has eliminated the language requiring a \$6.00 administrative fee per contract per month if stop-loss coverage is obtained from a third party stop-loss vendor; and

WHEREAS, there are no other changes to the proposed 2016-2017 Schedule A Addendum to the Administrative Services Agreement; and

WHEREAS, the Health Officer recommends that the Board of Commissioners to authorize the 2016-2017 Schedule A Addendum to the BCBSM Administrative Services Agreement for the inmates of Ingham County Jail.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorize the Schedule A Addendum to the Administrative with BCBSM for paying claims for health care services provided to inmates of the Ingham County Jail.

BE IT FURTHER RESOLVED, that the Schedule A Addendum shall be effective December 1, 2016 through November 30, 2017.

BE IT FURTHER RESOLVED, BCBSM has eliminated the language requiring a \$6.00 administrative fee per contract per month if stop-loss coverage is obtained from a third party stop-loss vendor.

BE IT FURTHER RESOLVED, that there are no other changes to the proposed 2016 -2017 Schedule A Addendum to the Administrative Services Agreement.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Board Chairperson to sign the agreement after it is approved as to form by the County Attorney.

**HUMAN SERVICES: Yeas:** McGrain, Tennis, Koenig, Nolan, Hope

**Nays:** None **Absent:** Banas, Case Naeyaert **Approved 11/14/2016**

**FINANCE: Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer

**Nays:** None **Absent:** Anthony, Case Naeyaert **Approved 11/16/2016**

Adopted as part of a consent agenda.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH THE  
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY FOR FY 2017**

**RESOLUTION # 16 – 498**

WHEREAS, the State of Michigan has placed responsibility for environmental regulation and environmental quality in Michigan with the Michigan Department Environmental Quality (MDEQ); and

WHEREAS, the Michigan Public Health Code places responsibility for environmental protection at the community level with county governments through the network of local health departments; and

WHEREAS, each year MDEQ contracts with the Ingham County Health Department (ICHD) to conduct environmental monitoring and inspections of MDEQ Non-Community programs; and

WHEREAS, MDEQ will reimburse ICHD for expenses related to monitor and inspection services in an amount up to \$30,855.00; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize a FY 2017 agreement with MDEQ.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with MDEQ for Non-Community Programs for the period of October 1, 2016 through September 30, 2017.

BE IT FURTHER RESOLVED, that MDEQ shall reimburse ICHD up to \$30,855.00 for expenses related to testing and inspection services as follows:

Non-Community Public Water Supply Program – up to \$24, 535

Drinking Water Long-Term Monitoring – up to \$700

Public Swimming Pools – up to \$5,370

Campground Requirements – up to \$250

BE IT FURTHER RESOLVED, that the funding was anticipated in ICHD's 2017 budget.

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

**HUMAN SERVICES: Yeas:** McGrain, Tennis, Koenig, Nolan, Hope

**Nays:** None **Absent:** Banas, Case Naeyaert **Approved 11/14/2016**

**FINANCE: Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer  
**Nays:** None **Absent:** Anthony, Case Naeyaert **Approved 11/16/2016**

Adopted as part of a consent agenda.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING A TWO YEAR CONTRACT EXTENSION  
WITH ALLIANCE BIOMEDICAL DBA RS BIOMEDICAL, INC. AS ORIGINALLY  
AUTHORIZED IN RESOLUTION #13-353**

**RESOLUTION # 16 – 499**

WHEREAS, in Resolution 13-353, an agreement was authorized with Alliance Biomedical dba RS Biomedical, Inc (RS Biomedical, Inc.) for the provision of maintenance and repair of biomedical equipment at the Ingham County Health Department (ICHD); and

WHEREAS, through Resolution 13-353, the Ingham County Board of Commissioners authorized an agreement with RS Biomedical, Inc. for the period of three years commencing October 1, 2013, with an option to renew for two additional years; and

WHEREAS, the original three year period of contract expired on September 30, 2016 and the Health Department proposes to exercise the option to extend for two additional years; and

WHEREAS, Alliance Biomedical dba RS Biomedical, Inc. (RS Biomedical, Inc.) is a local vendor and will be responsible for all labor, supervision, equipment, tools, travel, obtaining parts and materials necessary to provide preventive maintenance, corrective maintenance, and emergency repairs on ICHD's biomedical equipment, in addition to performing an initial inspection of all newly purchased biomedical equipment prior to placing the equipment into service; and

WHEREAS, the Ingham County Community Health Center Board recommends that the Ingham County Board of Commissioners authorize the amended agreement between the Ingham County Health Department and RS Biomedical, Inc. for two additional years; and

WHEREAS, the Health Officer recommends that the Board of Commissioners approve the amended agreement with RS Biomedical, Inc. to extend services for two additional years for the term of October 1, 2016 through September 30, 2018.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes amending Resolution #13-353 with agreement with RS Biomedical, Inc. for two additional years for the term of October 1, 2016 through September 30, 2018.

BE IT FURTHER RESOLVED, that RS Biomedical, Inc. shall continue to provide labor, supervision, equipment, tools, travel, obtaining parts and materials necessary to provide preventive maintenance, corrective maintenance, and emergency repairs on ICHD's biomedical equipment at the rate of \$21.50 per piece plus corrective maintenance at \$95 per hour and an emergency repair hourly rate of \$150, in addition to performing an initial inspection of all newly purchased biomedical equipment and any existing equipment not included on the original contract inventory sheet at the rate of \$21.50 per piece.

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

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Board Chairperson to sign the agreement after it is approved as to form by the County Attorney.

**HUMAN SERVICES: Yeas:** McGrain, Tennis, Koenig, Nolan, Hope

**Nays:** None **Absent:** Banas, Case Naeyaert **Approved 11/14/2016**

**FINANCE: Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer

**Nays:** None **Absent:** Anthony, Case Naeyaert **Approved 11/16/2016**

Adopted as part of a consent agenda.



**ADOPTED - NOVEMBER 22, 2016**  
**AGENDA ITEM NO. 26**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING A CONTRACT WITH THE COMMUNITY MENTAL HEALTH  
AUTHORITY OF CLINTON, EATON AND INGHAM COUNTIES (CMH)  
FOR HEALTH SERVICES MILLAGE ELIGIBLE SERVICES**

**RESOLUTION # 16 – 500**

WHEREAS, the State of Michigan dramatically reduced State General Fund payments to CMH in fiscal year 2015; and

WHEREAS, the cut eliminated 67% of the State General Fund dollars to the CMH system; and

WHEREAS, these cuts continue to cause ongoing fiscal and service gaps for CMH; and

WHEREAS, in November 2014 the electorate renewed a countywide health services millage level of 52/100 (.52) of one mill for a period of five years (2015-2019) to be used for the purpose of providing basic health care services to Ingham County residents who are not eligible for Medicaid under the Federal Affordable Care Act, and whose individual income is less than \$28,000 and who do not have medical insurance; and

WHEREAS, CMH has submitted a proposal to Ingham County to use Health Services Millage dollars to fund essential services and alleviate the cut in State General Fund dollars.

WHEREAS, funds from the health services millage are allocated in the County's 2017 budget for this purpose.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes a contract not to exceed \$1,254,835 with CMH for services provided to Ingham County residents for the period of October 1, 2016 through September 30, 2017.

BE IT FURTHER RESOLVED, funds for this contract with CMH will come from the Health Services Millage.

BE IT FURTHER RESOLVED, funds will be utilized by CMH for Health Services Millage eligible services as provided in the attached proposal.

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

**HUMAN SERVICES: Yeas:** McGrain, Tennis, Koenig, Nolan, Hope

**Nays:** None    **Absent:** Banas, Case Naeyaert    **Approved 11/14/2016**

**FINANCE: Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer  
**Nays:** None **Absent:** Anthony, Case Naeyaert **Approved 11/16/2016**

Adopted as part of a consent agenda.

Community Mental Health Authority of Clinton, Eaton, and Ingham Counties

## Proposal for the continued use of Ingham County Health Services Millage to close gaps in Ingham County's behavioral health care system

FY2017

**Summary of proposal:** This proposal requests:

Continuation of Ingham County Health Services Millage funding, to the Community Mental Health Authority of Clinton, Eaton, and Ingham Counties (CMH), to support a comprehensive package of behavioral healthcare services designed to address the most pressing behavioral healthcare needs in the Ingham County community.

**Context:** With ongoing experience with the significant State General Fund reduction (2/3 of the funds formerly provided to CMH) and the implementation of the Healthy Michigan Plan, the Community Mental Health Authority of Clinton, Eaton, and Ingham Counties (CMH) has, at this point, much greater clarity as to the fiscal and service gaps resulting from these changes. This clarity underscores the substantial set of services and persons which are not covered by the Healthy Michigan Plan – costs which must be covered by the scarce State General Fund and local dollars within CMH's budget. Many of these costs are related to the provision of services to persons for whom CMH is the provider and cost underwriter, but who are not eligible for the Healthy Michigan Plan. This group includes those enrolled in Medicare and not eligible for Medicaid, those with "spend down" Medicaid eligibility, and those with severe, chronic and urgent mental health treatment needs (crisis stabilization, day program services, residential care, casemanagement) not covered by their families' commercial coverage.

The services proposed in this document **address longstanding gaps in services and gaps that emerged with the dramatic cut in state General Fund dollars** to this CMH and CMHs across the state.

### **A. Closing newly emerging gaps in Ingham County's essential behavioral health care services**

**system:** These service gaps are the result of the dramatic cut (65%), implemented in April 2014 and expanded in October 2014, in state General Fund dollars to this CMH and CMHs across the state.

**The community's free-standing (outside of hospital grounds) 24/7 Psychiatric Crisis Services and Inpatient Pre-Screening Unit:** This unit provides around-the-clock access to highly trained behavioral health clinicians who provide: crisis intervention, psychiatric inpatient pre-screening (and funding authorization), short-term stabilization, diversion to appropriate levels of care, housing assistance, and linkages to needed services to adults, children, and adolescents.

**The community's Assessment and Referral Team:** This unit provides a full bio-psychosocial assessment and a comprehensive behavioral health and ancillary treatment, supports, and referral plan (using person-centered planning methods) for adults who are uninsured.

**The community's urgent care and intensive home-based treatment program for at-risk children, youth, and their families:** This program works to improve the ability of children and youth, with serious emotional disturbance, to function better at home, in school, in the community, and with peers by providing - primarily in the home, school, and workplace of the families enrolled in this program (with some services provided at CMH offices) - family and individual psychotherapy, psychiatry, nursing, parenting skills, crisis therapeutic group home, training and coaching, school liaison services, and referral network linkages.

**A spectrum of community-based treatment teams for vulnerable populations:** These multidisciplinary teams, made up of mental health therapists/casemanagers, psychiatrists, nurses, mental health workers/consumer services specialists, and peer support specialists, provide psychotherapy, psychiatry, nursing, and a range of supports to **adults with very high levels of mental health needs, those enrolled in a specialized older adult program, and adults with intellectual/developmental disabilities.**

**Psychiatric inpatient care for jail inmates:** In addition to the jail-based CMH has also paid all psychiatric inpatient claims on individuals admitted directly from the jail to psychiatric inpatient facilities. Given that these claims are paid with State General Fund dollars and given the dramatic cut in this CMH's State General Fund revenues, **CMH is without the funds to continue to pay these psychiatric inpatient costs** and others previously funded by State General Fund dollars.

<b>B. Development of low cost safety net services to meet the needs of the unserved:</b>
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**Psychiatric care and outpatient therapy for children and adults with moderate mental health needs:** This community has long experienced a significant and growing gap in the availability of office-based outpatient psychotherapy for children, adolescents and adults. These services (along with CMH's 24/7 psychiatric crisis services unit) provide the community's mental health safety net.

<b>Cost of proposed services in FY2017:</b>	<b>\$1,254,835</b>
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<b>Estimated number of Ingham County residents meeting the millage criteria who will be served:</b>	<b>730</b>
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<b>Actual Expenses and numbers meeting millage criteria served in FY2015 (FY2016 numbers not yet available)</b>	
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<b>Actual Expense in FY 2015</b>	<b>\$3,044,637</b>
<b>Actual Billed in FY 2015:</b>	<b>\$2,061,088 (2015 Millage Amount)</b>
<b>FY 15 CMHA-CEI General Fund</b>	<b>\$ 983,549</b>

<b>Actual number of Ingham County residents meeting the millage criteria served:</b>	<b>1,235</b>
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**ADOPTED - NOVEMBER 22, 2016  
AGENDA ITEM NO. 27**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING A CONTRACT WITH THE COMMUNITY MENTAL HEALTH  
AUTHORITY OF CLINTON, EATON, AND INGHAM COUNTIES (CMH) FOR MENTAL HEALTH  
SCREENING SERVICES IN THE INGHAM COUNTY JAIL TO INCLUDE ON CALL PERSONNEL  
FOR WEEKENDS AND HOLIDAYS**

**RESOLUTION # 16 – 501**

WHEREAS, prior to 2016 CMH provided 1.5 FTE employees Monday-Friday; 8:00 a.m. – 4:30 p.m. to provide mental health screening and referral for individuals who were flagged by Ingham County Jail (ICJ) staff at booking or during incarceration as having possible suicide risk or mental health symptoms; and

WHEREAS, there were no CMH staff available at ICJ from 5:00 p.m. Friday through Monday morning or on holidays, leading to some inmates being held in observation up to 3 days before being seen by a Mental Health professional; and

WHEREAS, without CMH staff available, the deputies at the Ingham County Jail were left with the burden to determine severity; and

WHEREAS, the Ingham County Sheriff's Office and CMH Administration worked to develop a proposal for on call Mental Health services that would be available Friday evening through Monday morning; and holidays. WHEREAS, for the first time in 2016 funding was included in the budget for weekend on-call services, and that funding is continued for 2017.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes a contract not to exceed \$30,632 with CMH for mental health screening and referral for individuals at the Ingham County Jail from 5:00 p.m. Friday through Monday morning or on holidays for a time period of January 1, 2017 to December 31, 2017.

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

**HUMAN SERVICES: Yeas:** McGrain, Tennis, Koenig, Nolan, Hope

**Nays:** None **Absent:** Banas, Case Naeyaert **Approved 11/14/2016**

**FINANCE: Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer

**Nays:** None **Absent:** Anthony, Case Naeyaert **Approved 11/16/2016**

Adopted as part of a consent agenda.

**NOVEMBER 22, 2016 REGULAR MEETING**

**ADOPTED - NOVEMBER 22, 2016  
AGENDA ITEM NO. 28**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A COOPERATIVE CASH MATCH AGREEMENT WITH  
MICHIGAN REHABILITATION SERVICES**

**RESOLUTION # 16 – 502**

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 has been identified as an appropriate pass through entity to help maintain this agreement since 2008; and

WHEREAS, MRS wishes to enter into another, similar cash match agreement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a cash match agreement not to exceed \$444,444 (\$120,000 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 (\$120,000) 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, 2016 through September 30, 2017.

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

**NOVEMBER 22, 2016 REGULAR MEETING**

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

**HUMAN SERVICES: Yeas:** McGrain, Tennis, Koenig, Nolan, Hope

**Nays:** None **Absent:** Banas, Case Naeyaert **Approved 11/14/2016**

**FINANCE: Yeas:** Bahar-Cook, Tennis, McGrain, Crenshaw, Schafer

**Nays:** None **Absent:** Anthony, Case Naeyaert **Approved 11/16/2016**

Adopted as part of a consent agenda.

## **NOVEMBER 22, 2016 REGULAR MEETING**

### **SPECIAL ORDERS OF THE DAY**

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. MCGRAIN, TO WAIVE THE TERM LIMIT AND APPOINT FLESIA MCCLURKIN TO THE COMMUNITY HEALTH CENTER BOARD.

THE MOTION CARRIED UNANIMOUSLY. Absent: Nolan.

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. MCGRAIN, TO WAIVE THE RESIDENCY REQUIREMENT AND TO APPOINT RYAN CLAYPOOL TO THE YOUTH COMMISSION.

THE MOTION CARRIED UNANIMOUSLY. Absent: Nolan.

MOVED BY COMM. CRENSHAW, SUPPORTED BY COMM. TSERNOGLOU, TO APPOINT TRACEY PICKERING AND NAOMI GLOGOWER TO THE WOMEN'S COMMISSION.

THE MOTION CARRIED UNANIMOUSLY. Absent: Nolan.

### **PUBLIC COMMENT**

None.

### **COMMISSIONER ANNOUNCEMENTS**

Commissioner Bahar-Cook stated that RACER Trust and Northpointe Development had reached an agreement on the sale of the GM Properties of Lansing Plants 2, 3, 5, and 6.

Commissioner Crenshaw stated that today at Ingham Academy the students and staff were treated with a Thanksgiving lunch provided by McDonald Broadcasting. He thanked the Board for continuing to support the academy.

Commissioner Tsernoglou thanked the other Commissioners for the opportunity to serve with them and stated that this would be the last meeting she would attend for the year.

Commissioner Bahar-Cook stated that she believed the residents, as well as the animals, of Ingham County had been well represented and thanked Commissioner Tsernoglou for her time served.

Commissioner McGrain thanked Commissioner Tsernoglou for her time and dedication.

Commissioner Banas thanked Commissioner Tsernoglou for her time spent serving on the Board.

Commissioner Case-Naeyaert stated that she appreciated working with Commissioner Tsernoglou.

Commissioner Koenig stated that she appreciated serving with Commissioner Tsernoglou.



## **NOVEMBER 22, 2016 REGULAR MEETING**

Commissioner Schafer stated that he appreciated how Commissioner Tsernoglou had always treated everyone with courtesy and respect.

### **CONSIDERATION AND ALLOWANCE OF CLAIMS**

Commissioner Tennis moved to pay the claims in the amount of \$46,516,678.92. Commissioner Schafer seconded the motion.

The motion carried unanimously. Absent: Commissioner Nolan.

### **ADJOURNMENT**

The meeting was adjourned at 6:45 p.m.

201 W. Ash St.  
P.O. Box 370  
Mason, MI 48854-0370  
www.mason.mi.us

City of Mason



RECEIVED  
DEC 02 2016

AGENDA ITEM # 1

City Hall 517 676-9155  
Police 517 676-2458  
Fax 517 676-1330  
TDD 1-800-649-3777

November 28, 2016

Re: Notice of Public Hearing – 322 S. Jefferson St. (Commercial Bank), Mason

Dear Owner/Occupant:

The Mason Sign Board of Appeals will conduct a public hearing on Tuesday, December 13, 2016 at 3:30 p.m., or as soon thereafter as possible, in the second floor Training Room at City Hall, 201 West Ash Street, Mason, MI. The purpose of the hearing is to take public comment on a request for a variance from the maximum sign area permitted for two wall signs and the number of wall signs permitted. The subject property is located at 322 South Jefferson Street and is zoned C-1, Central Business.

All property owners and occupants within 300 feet of said property are being notified of this public hearing by first class mail in accordance with State statute and local ordinance. Managers/owners of structures containing more than four dwelling units are hereby requested to post this notice at the primary entrance to the structure.

The above application may be publicly inspected Monday through Friday, 8:00 a.m. to 5:00 p.m. in the Zoning and Development Department at City Hall, 201 W. Ash Street, Mason, Michigan 48854. Questions and comments may be directed to the Zoning and Development Department at (517) 676-9155. Written comments will also be received at the Zoning and Development Department in person, by mail, or may be placed in the drop box located at the front entrance of City Hall.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Haywood", is written over a circular stamp or seal.

David E. Haywood  
Zoning & Development Director

**From:** Luther A. Bonner [mailto:LUTHER.BONNER@cmsenergy.com]

**Sent:** Monday, December 05, 2016 11:26 AM

**To:** Bennett, Becky

**Subject:** RE: Letter of Resignation

Becky,

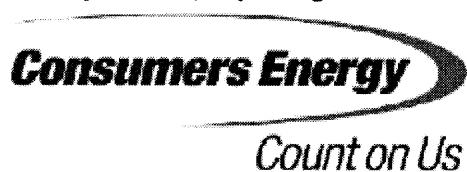
I will need to resign my board seat on the EDC and BRA boards effective immediately.

I apologize for the inconvenience.

Thanks

**Luther A. Bonner**

**CEM West Zone Principal Team Leader**   Office **616-530-4203**   Cell Phone **734-755-8164**  
**4000 Clay Ave SW, Wyoming MI 49548**



RECEIVED  
DEC 05 2016



Virg Bernero, Mayor

City of Lansing  
Notice of Public Hearing

The Lansing City Council will hold a public hearing on **Monday, December 12, 2016** at 7:00 p.m. in the City Council Chambers, 10<sup>th</sup> Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the approval of Brownfield Plan #66 – Fluid Chiller Redevelopment Project, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for property commonly referred as 3005 Alpha Access Street located in the City of Lansing and more particularly described as:

A parcel of land in the Southwest  $\frac{1}{4}$  of Section 27, Town 4 North, Range 2 West, City of Lansing, Ingham County, Michigan, including all of Lot 12 and Lot 13 and part of Lot 14 of CENTRAL WAREHOUSING a subdivision of part of the Southwest  $\frac{1}{4}$  of Section 27, Town 4 North, Range 2 West, Lansing Township (now City of Lansing), Ingham County, Michigan, a recorded in Liber 16 of Plats, Page 43, Ingham County Records; the surveyed boundary of this parcel described as: Commencing at the South  $\frac{1}{4}$  corner of said Section 27; thence N00°03'11"W, along the North-South  $\frac{1}{4}$  line of Section 27, 1537.89 feet to the POINT OF BEGINNING of this parcel; thence S89°52'57"W, parallel with the East-West  $\frac{1}{4}$  line of Section 27, 882.33 feet to the east line of Alpha Street and the southwest corner of Lot 12 of CENTRAL WAREHOUSING a subdivision; thence N16°45'00"W, along the east line of Alpha Street, 268.65 feet; thence N89°52'57"E, parallel with the East-West  $\frac{1}{4}$  line of Section 27, 959.52 feet to the North-South  $\frac{1}{4}$  line of Section 27; thence S00°03'11"E, along the North-South  $\frac{1}{4}$  line, 257.42 feet to the POINT OF BEGINNING; containing 5.44 acres of land, Parcel # 33-01-01-27-327-113.

Approval of this Brownfield Plan will enable the Lansing Brownfield Redevelopment Authority to capture incremental tax increases which result from the redevelopment of the property to pay for costs associated therewith. Further information regarding this issue may be obtained from Karl Dorshimer – Director of Business Development, Economic Development Corporation of the City of Lansing, 401 N. Washington Square, Suite 100, Lansing, MI 48933, (517) 483-4140.



# Vevay Township

Ingham County

780 Eden Rd. Mason, MI 48854

Office Hours: 10:00am – 4:00pm

(517) 676-9523 phone  
(517) 676-6655 fax  
December 1, 2016

[www.vevaytownship.org](http://www.vevaytownship.org)  
[facebook.com/vevaytownship](https://facebook.com/vevaytownship)

Ingham County Board of Commissioners  
Ingham County Courthouse  
P.O. Box 319  
Mason, MI 48854

RECEIVED  
DEC 06 2016

## RE: Vevay Township Master Plan (Ingham County, MI)

Dear Ingham County Board of Commissioners:

The Vevay Township Planning Commission has prepared a draft Master Plan pursuant to the Michigan Planning Enabling Act, PA 33 of 2008. The Master Plan establishes goals, objectives and policies regarding township growth, development and preservation. Section 41 of the Planning Enabling Act requires that Vevay Township make available a copy of the Master Plan to contiguous municipalities, and certain other entities, including a County Board of Commissioners in the absence of a county planning commission.

In accordance with the requirements of Section 41, the Master Plan may be viewed on Vevay Township's official website, the address for which is as follows: [www.vevaytownship.org](http://www.vevaytownship.org). Please contact Vevay Township at 517.676.9523 if you have any difficulty accessing the website and viewing the Master Plan.

Please review the Master Plan for its compatibility with your official planning policies and for any other interests or concerns you may have. Please submit your comments in writing to the Vevay Township Planning Commission, 780 Eden Road, Mason, MI, 48854. The Act provides that entities reviewing the draft Master Plan may submit comments within 63 days after receipt of this correspondence.

Pursuant to Section 41 of the Act, this communication is to also serve as certification that the enclosed municipalities were contacted and made aware of the availability of the Master Plan on the Vevay Township website, for review and comment, on December 1, 2016.

Thank you in advance for your cooperation and assistance. Vevay Township looks forward to extending the same.

Please call if you have any questions.

Sincerely,

  
John Lazet, Secretary  
Vevay Township Planning Commission

Enclosure: Master Plan Notification List

Jesse Ramey  
Supervisor

JoAnne Kean  
Clerk

Shaun L. Sherwood  
Treasurer

Richard G. Lacasse  
Trustee

John Lazet  
Trustee

Alaiedon Township Planning Commission  
Attn: Robert Caltrider  
2021 W Holt Rd.  
Mason MI 48854

Ingham Township Planning Commission  
1420 Johnson St  
PO Box 238  
Dansville MI 48819-0238

Bunker Hill Township Planning Comm.  
871 DeCamp Rd.  
Stockbridge MI 49285-9530

Leslie Township Planning Commission  
4279 Oak St.  
PO Box 577  
Leslie MI 49251

Aurelius Township Planning Commission  
Attn: Craig Iansiti  
1939 S Aurelius Rd.  
Mason MI 48854-9729

City of Mason Planning Commission  
Attn: Ed Reeser  
201 W Ash St.  
Mason MI 48854

City of Mason Department of Public Works  
Attn: Deborah Stuart  
201 W Ash St.  
Mason MI 48854

Delhi Township Planning Commission  
Attn: Elizabeth Zietlow  
2074 Aurelius Rd.  
Holt MI 48842

Onondaga Township Planning Commission  
4756 Baldwin St. – PO Box 67  
Onondaga MI 49264

Tri-County Regional Planning  
Attn: David Pohl  
3135 Pine Tree Rd. – Suite 2C  
Lansing MI 48911

Ingham County Board of Commissioners  
Attn: Brian McGrain  
Ingham County Courthouse  
PO Box 319  
Mason MI 48854

Consumers Energy  
Attn: Luther Bonner  
530 W Willow  
Lansing MI 48909

HomeWorks Tri-County Electric  
Cooperative  
7973 E Grand River  
Portland MI 48875

Jackson & Lansing Railroad  
Attn: Mark Dobronski  
38235 Executive Dr.  
Westland MI 48185-1971

Ingham County Road Department  
Attn: Bill Conklin  
301 Bush St. – PO Box 38  
Mason MI 48854

Michigan Department of Transportation  
Attn: Kirk Stuedel  
State Transportation Building  
425 W Ottawa St. – PO Box 30050  
Lansing MI 48909

AT&T  
Attn: Ryan Addison  
Email Address: Ra7967@att.com

Introduced by the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPROVING THE COLLECTIVE BARGAINING AGREEMENT  
WAGE REOPENERS WITH THE CAPITOL CITY LABOR PROGRAM, INC. –  
LAW ENFORCEMENT UNIT**

**RESOLUTION # 16 –**

WHEREAS, a collective bargaining agreement had been reached between representatives of Ingham County and Capitol City Labor Program, Inc. – Law Enforcement Unit for the period January 1, 2015 through December 31, 2017; and

WHEREAS, the agreement included a wage reopener for 2016 and 2017; and

WHEREAS, an agreement regarding the 2016 and the 2017 wage reopener has been reached between representatives of Ingham County and Capitol City Labor Program, Inc. – Law Enforcement Unit; and

WHEREAS, the wage reopener agreement for a 1% increase, effective January 1, 2016 and for a 1% increase, effective January 1, 2017 has been ratified by the employees within the bargaining unit.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the 2016 and 2017 wage reopener agreements between Ingham County and Capitol City Labor Program Inc. – Law Enforcement Unit.

BE IT FURTHER RESOLVED, that the Human Resources Director is authorized to modify the current collective bargaining agreement to include the modifications of the 2016 and 2017 wage reopener, subject to the approval as to form by the County Attorney.

Introduced by the County Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION CONGRATULATING THE CAPITAL AREA HISPANIC COMMUNITY  
REPRESENTATIVE AND THE GREATER LANSING HISPANIC CHAMBER OF COMMERCE ON  
THE EVENT OF THE 34TH ANNUAL HISPANIC CHRISTMAS SYMPOSIUM**

**RESOLUTION # 16 –**

WHEREAS, the 34th Annual Hispanic Christmas Symposium, will be held on Wednesday, December 14, 2016, hosted by the Capital Area Hispanic Community Representatives (CAHCR) and the Greater Lansing Hispanic Chamber of Commerce; and

WHEREAS, the purpose of the Symposium is to provide an opportunity for individuals from different cultural backgrounds to interact in an informal setting and to share in the spirit of the season; and

WHEREAS, since the first Symposium was held, the Capital Area Hispanic Community Representatives (CAHCR) has used this event to honor the work of individuals within the community who work to uplift and promote the Hispanic community in the Greater Lansing area; and

WHEREAS, the Greater Lansing Hispanic Chamber of Commerce continually strives to increase the visibility and business growth opportunities of Mid-Michigan's Hispanic and minority owned businesses and community organizations; and

WHEREAS, donations from the 2016 Symposium will benefit the Cristo Rey Community Center and the Greater Lansing Food Bank.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby congratulates the Capital Area Hispanic Community Representative and the Greater Lansing Hispanic Chamber of Commerce on the event of the 34th Annual Hispanic Christmas Symposium.

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

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville  
**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**



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 ROAD DEPARTMENT**

**RESOLUTION # 16 –**

WHEREAS, as of July 23, 2013, the Ingham County Department of Transportation and Roads became the Ingham County Road Department per Resolution #13-289; and

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

WHEREAS, this is now 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 21, 2016 as submitted.

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville  
**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

**INGHAM COUNTY ROAD DEPARTMENT**

DATE: November 21, 2016

LIST OF CURRENT PERMITS ISSUED

<b>R/W PERMIT#</b>	<b>R/W APPLICANT /CONTRACTOR</b>	<b>R/W WORK</b>	<b>R/W LOCATION</b>	<b>R/W CITY/TWP.</b>	<b>R/W SECTION</b>
2016-720	CONSUMERS ENERGY	ELECTRIC / UG	DON ST & AUBURN AVE	DELHI	15
2016-721	CONSUMERS ENERGY	ELECTRIC / OH	HOLT RD & WASHINGTON AVE	DELHI	20
2016-722	CONSUMERS ENERGY	GAS	POTTER ST & COLBY RD	MERIDIAN	10
2016-723	CONSUMERS ENERGY	GAS	POTTER ST & COLBY RD	MERIDIAN	10
2016-724	CONSUMERS ENERGY	GAS	WAVERLY RD & MICHIGAN AVE	LANSING	18
2016-725	COMCAST	CABLE / OH	OKEMOS RD & LAKE LANSING RD	MERIDIAN	9
2016-726	COMCAST	CABLE / UG	MARSH RD & CENTRAL PARK DR	MERIDIAN	22
2016-727	TYLER DELONG	TREE REMOVAL	BEECHNUT TR	DELHI	17
2016-729	WIDOPENWEST	CABLE / UG	TURNER RD & MERIDIAN RD	WILLIAMSTOWN	29
2016-730	WIDOPENWEST	CABLE / UG	MERIDIAN RD & SHERWOOD RD	WILLIAMSTOWN	28
2016-731	CONSUMERS ENERGY	GAS	WATSON AVE & CEDAR ST	DELHI	23
2016-733	CONSUMERS ENERGY	GAS / ELECTRIC	CEDAR ST & CEDAR PARK DR	DELHI	15
2016-734	CONSUMERS ENERGY	GAS	AURELIUS RD & GROVE ST	DELHI	22
2016-736	COMCAST	CABLE / UG	OKEMOS RD & HERITAGE AVE	MERIDIAN	33
2016-740	CONSUMERS ENERGY	GAS	GOLF VIEW DR	WILLIAMSTOWN	35
2016-741	COMCAST	CABLE / UG	PARK LAKE DR & SAGINAW ST	MERIDIAN	17
2016-742	ELESBAN GALLEGOS	WATERMAIN	CHARLES ST	LANSING	14
2016-743	BOSS ENGINEERING	COMM DRIVE	HOLT RD & AURELIUS RD	DELHI	23
2016-744	CONSUMERS ENERGY	GAS	DEPOT ST & KELLER RD	DELHI	14
2016-745	AT & T	CABLE / UG	HOLLOWAY DR	DELHI	24
2016-750	CONSUMERS ENERGY	GAS	GROVENBURG RD	DELHI	30
2016-751	CONSUMERS ENERGY	GAS	ROWLEY RD	WILLIAMSTOWN	35
2016-752	CONSUMERS ENERGY	GAS / ELECTRIC	MARSH RD	MERIDIAN	10
2016-753	CONSUMERS ENERGY	ELECTRIC / GAS	POTTER ST	MERIDIAN	10
2016-754	CONSUMERS ENERGY	GAS	BARNES RD	AURELIUS	26
2016-755	COMCAST	CABLE / UG	HOLLOWAY DR	DELHI	24
2016-756	DORSET J GOFF TRUST	LAND DIVISION	HOLT RD	DELHI	24
2016-760	CONSUMERS ENERGY	LANE CLOSURE	TIHART RD & MARSH RD	MERIDIAN	15
2016-761	CONSUMERS ENERGY	LANE CLOSURE	CENTRAL PARK DR & MARSH RD	MERIDIAN	15

**MANAGING DIRECTOR:** \_\_\_\_\_

Introduced by the County Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE FRIENDS  
OF THE LANSING REGIONAL TRAILS AMBASSADOR PROGRAM**

**RESOLUTION # 16 –**

WHEREAS, it has been determined that Ingham County Parks would benefit from the expertise and involvement of the Friends of the Lansing Regional Trails Ambassador Program; and

WHEREAS, the Memorandum of Understanding (MOU) would initiate frameworks of a high degree of cooperation between Friends of the Lansing Regional Trails Ambassador Program and Ingham County Parks for mutually beneficial programs, projects, and trails and river activities at the county park level; and

WHEREAS, the Friends of the Lansing Regional Trails Ambassador Program and Ingham County Parks are agreeable to this arrangement, as reflected in the attached Memorandum of Understanding between the parties.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes the attached Memorandum of Understanding with the Friends of the Lansing Regional Trails Ambassador Program.

BE IT FURTHER RESOLVED, the term of the Memorandum of Understanding shall be from the date of execution until January 1, 2020.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized to sign the Memorandum of Understanding on behalf of the County after approval as to form by the County Attorney.

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville

**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

# MEMORANDUM OF UNDERSTANDING

2016 – 2020

By and Between

Friends of the Lansing Regional Trails

&

The County of Ingham acting on behalf of the Parks  
Department

# MEMORANDUM OF UNDERSTANDING

between

Friends of the Lansing Regional Trails (FLRT)

and

The County of Ingham acting on behalf of the Parks Department

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Friends of the Lansing Regional Trails, a Michigan Nonprofit Corporation, hereinafter referred to as FLRT, and the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") acting on behalf of the Ingham County Parks Department.

## PURPOSE:

The purpose of this MOU is to initiate frameworks of a high degree of cooperation between FLRT and the County. This institutes a beginning for mutually beneficial programs, projects, and trails and river activities at the county park level. These programs, projects, and activities comprise part of the Ingham County Parks multiple use mission and service the public.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY MUTUALLY AGREED, as follows:

### A. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Ingham County Parks' benefits include an active partnership with FLRT to plan, build, maintain and promote designated trails and waterways in Ingham County.

This cooperative effort is provided through the strategic planning of trail development and provides a public service to all trail users.

### B. Ingham County Parks may:

1. Work with FLRT to identify opportunities (trail projects, education, and assistance) and jointly pursue such projects with the FLRT's Ambassador Program.
2. Make Ingham County Parks trails and rivers available for related activities, subject to applicable laws, regulations, policy, plans and other management direction.
3. Provide to the public the appropriate rules and regulations pertaining to recreation on county property.
4. If possible, Ingham County Parks may provide hand tools for volunteers working on trail maintenance. Such tools could include but are not limited to: shovels, folding hand-saws, loppers, wheel barrows, hand trimmers, etc.
5. Be receptive to expanded use of trails and rivers, including but not limited to: snow trails, fat tire biking, assistive devices or equipment further expanding access to Ingham County Parks trail systems by all users and those with varied physical or mental abilities.
6. Promote awareness and trail and river access throughout the Ingham County Parks trail system through social media and other channels.

C. FLRT may:

1. Work with Ingham County Parks to identify appropriate partnership opportunities (trail projects, promotion and education programs) and jointly pursue such projects in conjunction with the trail and river community and the Ingham County Parks.
2. Provide technical assistance with projects, educational activities, grant applications, and trail and river activities and management.
3. Under the direction of Ingham County Parks staff, assist in coordinating trail development and maintenance using volunteers.
4. Advocate that to the best possible extent, utilize best-practices of trail development and management with a focus on user safety, environmental protection and trail system financial and environmental sustainability.
5. Monitor the trail system and assist in removing incidental debris such as leaves, limbs, sticks, etc. on all trails.
6. Organize volunteer trail maintenance events to assist in maintenance of the trails within the confined resources of FLRT.
7. Encourage safe and courteous trail use, and provide signage about trail use ethics.
8. Promote awareness and access throughout the Ingham County Parks trail system through social media and other channels.
9. Help identify and advocate current trends as part of the 5 year master plan public input and stake holder process including but not limited to: approved/authorized uses, assistive devices or equipment further expanding access to Ingham County Parks trail systems by all users and those with varied physical or mental abilities.
10. Provide available hand tools for use by volunteers for trail maintenance.

D. LIABILITY:

- a. All liability to third parties, loss or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the FLRT in the performance of this Agreement shall be the responsibility of the FLRT, and not the responsibility of the County, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the FLRT, any volunteer, subcontractor, or anyone directly or indirectly employed by the FLRT.
- b. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by the County in the performance of this Agreement shall be the responsibility of the County and not the responsibility of the FLRT if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any County employee or agent, provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees as provided by statute or court decisions.
- c. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the County and the FLRT in fulfillment of their responsibilities under this Agreement, such liability, loss, or damage shall be borne by the County and the FLRT in relation to each party's responsibilities under these joint activities provided that nothing herein shall be construed as a waiver of any governmental immunity by the County or its employees, respectively, as provided by statute or court decisions.

E. INSURANCE:

- a. FLRT shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).
- b. General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
- c. Proof of Insurance - FLRT shall provide to the County at the time the Agreements are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

F. NONDISCRIMINATION. The FLRT, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identity, disability that is unrelated the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. The FLRT shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to the following:

- a. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended;
- b. The Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended;
- c. Section 504 of the Federal Rehabilitation act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder; and
- d. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327, as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded a material breach of this Agreement. In the event FLRT is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to FLRT.

G. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Ingham County Parks under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
3. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
4. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.
5. PRINCIPAL CONTACTS. The principle contacts for this instrument are:

Ingham County Parks	FLRT Contact
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Contact	
Contact: Tim Morgan	Contact: Cherry Hamrick
Phone: 517-676-2233	Phone: 517-490-2578
E-mail: tmorgan@ingham.org	E-mail: toadhall3727@gmail.com
Ingham County Parks Administrative Contact	FLRT Administrative Contact

6. NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
7. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through January 1, 2020 at which time it will expire unless extended.
8. WAIVERS. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
9. AGREEMENT MODIFICATIONS. All modifications to this Agreement must be mutually agreed upon by the parties, and incorporated into written amendments to this Agreement after approval by the County's Board of Commissioners, and signed by their duly authorized representatives.
10. PURPOSE OF SECTION TITLES. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
11. COMPLETE AGREEMENT. This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
12. SEVERABILITY. If any part of this Agreement is found by a Court or Tribunal of competent jurisdiction to be invalid, unconstitutional or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties.
13. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.



IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

COUNTY:

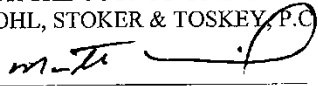
FLRT:

Kara Hope – Chairperson  
Ingham County Board of Commissioners

Tony Beyers, President  
Friends of the Lansing Regional Trails

Date	Date:
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APPROVED AS TO FORM  
FOR THE COUNTY OF INGHAM:  
COHL, STOKER & TOSKEY, P.C.

  
Mattis D. Nordfjord

Introduced by the County Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION HONORING RAELYN KATELEY**

**RESOLUTION # 16 –**

WHEREAS, Raelyn Kateley began her employment with the Ingham County Parks Department in 1994 as an Account Clerk; and

WHEREAS, throughout her career she was responsible for processing payroll, accounts payable, p-card statement processing, entering cash receipts, entering PARs (personnel action requests), processing U.S. passport applications, inputting park shelter reservations, and responding to customer and employee inquiries; and

WHEREAS, Raelyn's commitment to providing exceptional customer service has proven to be a great asset to the County Parks Department and Ingham County; and

WHEREAS, during her career Raelyn was dedicated, knowledgeable and loyal to the Parks Department mission to provide quality outdoor recreation opportunities and facilities for all segments of our population and to enhance the quality of life for park visitors and county residents through active citizen involvement, planned acquisition, preservation, and professional management of park lands.

THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby honors Raelyn Kateley for her outstanding quality of work and extends its sincere appreciation for her contributions during her years of dedicated service to the Ingham County Parks Department.

BE IT FURTHER RESOLVED, that the Board of Commissioners extends to Raelyn its best wishes for continued success in all her future endeavors.

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville

**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

Introduced by the County Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION HONORING KEVIN DOUGLAS**

**RESOLUTION # 16 –**

WHEREAS, Kevin Douglas began his employment in 2000 with what was then the Ingham County Management Information Services Department as a programmer; and

WHEREAS, throughout his career Kevin has been responsible for various projects including converting the County Friend of the Court system to the one used by the State of Michigan, setting up the ability to process payments with credit cards, and the implementation of the OnBase imaging system very much still in use today; and

WHEREAS, Kevin's commitment to finding effective solutions has been proven to be a very beneficial to our many County departments and Ingham County; and

WHEREAS, during his career Kevin was a source of knowledge, loyalty, and wit for his fellow Innovation and Technology Department staff while being approachable with his congenial easygoing manner.

THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby honors Kevin Douglas for his steadfastness in overcoming technical challenges and extends its sincere appreciation for his contributions during his years of dedicated service to the Ingham County Innovation and Technology Department.

BE IT FURTHER RESOLVED, that the Board of Commissioners extends to Kevin its best wishes for continued success in all his future endeavors.

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville

**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

Introduced by the County Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION HONORING DR. MARTIN LUTHER KING, JR.**

**RESOLUTION # 16 –**

WHEREAS, Dr. Martin Luther King, Jr., a Baptist minister and passionate fighter for civil rights through non-violent action, was a vital personality of the modern era, his lectures and remarks stirred the concern and sparked the conscience of a generation; and

WHEREAS, the movements and marches led by Dr. Martin Luther King, Jr. brought significant changes in the fabric of American life; and

WHEREAS, his courageous and selfless devotion gave people of color and the disenfranchised people direction to thirteen years of civil rights activities, his charismatic leadership inspired men and women, young and old, in the nation and abroad; and

WHEREAS, Dr. King's concept of somebodiness gave black and poor people a new sense of worth and dignity, his philosophy of nonviolent direct action, and his strategies for rational and non-destructive social change, galvanized the conscience of this nation and reordered its priorities; and

WHEREAS, his wisdom, his words, his actions, his commitment, and his dreams for a new cast of life, are intertwined with the American experience; and

WHEREAS, few have had as much impact upon the American consciousness as Dr. Martin Luther King, Jr.; and

WHEREAS, the 16th of January, 2017 has been designated a national holiday in honor of the birthday of the late Dr. Martin Luther King, Jr.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors the memory of Dr. Martin Luther King, Jr. in appreciation of the many accomplishments he made towards improving the quality of life for the citizens throughout the country, particularly those in Ingham County.

BE IT FURTHER RESOLVED, that the citizens of Ingham County are encouraged to celebrate this holiday and join the Board of Commissioners in the celebration of this notable holiday in honoring this great American hero and role model.

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville  
**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

Introduced by the County Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**A RESOLUTION COMMITTING INGHAM COUNTY TO CONTINUED ACTION AGAINST NON-POINT SOURCE POLLUTION IN COMPLIANCE WITH PHASE II OF THE FEDERAL CLEAN WATER ACT BY:**

- 1) CONTINUING MEMBERSHIP IN THE GREATER LANSING REGIONAL COMMITTEE FOR STORM WATER MANAGEMENT,**
- 2) AGREEING TO THE COMMITTEE'S DECEMBER 8, 2016 MEMORANDUM OF AGREEMENT, AND**
- 3) CONFIRMING THE TERMS UPON WHICH THE DRAIN COMMISSIONER WILL REPRESENT ("NEST") COUNTY DEPARTMENTS FOR PHASE II COMPLIANCE**

**RESOLUTION # 16 –**

WHEREAS, Ingham County has been a member of the Greater Lansing Regional Committee (GLRC) for Storm water Management since 2003; and

WHEREAS, participation in the GLRC advances local efforts to improve responsible stewardship of natural resources; and

WHEREAS, participation in the GLRC allows for the cooperative management of the watersheds in which the County is located; and

WHEREAS, the GLRC assists the County and its departments in complying with the regulatory requirements promulgated by the Michigan Department of Environmental Quality (DEQ) Municipal Separate Storm Sewer System (MS4) storm water discharge permit; and

WHEREAS, the County now wishes to approve the Memorandum of Agreement (as revised on December 8, 2016) and commit itself and its departments to continued participation in the GLRC; and

WHEREAS, the Ingham County Drain Commissioner has represented County Departments since 2003 in DEQ permit compliance so that only one annual report need be filed, only one annual membership fee to the GLRC (currently at \$6287.50) need be paid and only one DEQ annual permit fee (currently at \$3000) need be paid; and

WHEREAS, the vast majority of the costs just referenced and the staff time required for Phase II compliance in the past have been paid by the taxpayers of County Drains; and

WHEREAS, the Drain Commissioner is willing to continue this representation (called "nesting" by the DEQ) if the County Departments partially share the costs of such compliance; and

WHEREAS, the Drain Commissioner and the Controller on behalf of and in consultation with the Department Heads, have agreed to the attached cost-sharing plan, contingent on the agreement of the Board of Commissioners.

THEREFORE BE IT RESOLVED, the Board of Commissioners appoints the Drain Commissioner or his/her designee to serve as the County representative to the GLRC.

BE IT FURTHER RESOLVED, the Board of Commissioners hereby approves the December 8, 2016 Memorandum of Agreement and authorizes the Chairperson of the Board to sign the Memorandum after approval as to form by the County Attorney.

BE IT FURTHER RESOLVED, continued membership dues to the GLRC for 2017 through 2022 be paid in accordance with the attached cost-sharing plan.

BE IT FURTHER RESOLVED, annual DEQ permit fees for 2017 through 2022 be paid in accordance with the attached cost-sharing plan.

BE IT FURTHER RESOLVED, the attached cost-sharing plan is approved for use through 2022, and may be joined by the Capital Region International Airport Authority if that body wishes to remain “nested” with the Ingham County Drain Commissioner’s MS4 permit.

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville

**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

Introduced by the County Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE AGREEMENT FOR WORK IN COUNTY ROAD RIGHT-OF-WAY  
BY FERLEY CONSOLIDATED DRAIN DRAINAGE DISTRICT**

**RESOLUTION # 16 –**

WHEREAS, as a result drainage problems and flooding in the Ferley Consolidated Drain Drainage District (“Drainage District”), a Petition from landowners located within the Drainage District, dated July 27, 2015, requesting improvements, including the cleaning out, relocating, widening, deepening, straightening, tiling, extending, improving, providing structures, adding lands, adding branches and relief drains, and/or relocating along a highway, (the “Maintenance and Improvements”) to the Ferley Consolidated Drain (the “Drain”) was filed with the Drain Commissioner; and

WHEREAS, an Order of Necessity was entered on September 21, 2015, determining that the Maintenance and Improvements petitioned therefore are necessary and conducive to the public health, convenience or welfare, and that the Drain should be improved and that the Maintenance and Improvements to the Drain are necessary for the protection of the public health in Delhi Charter Township; and

WHEREAS, the Drainage District is developing plans and specifications for the Maintenance and Improvements to the Drain within the Drainage District, and is in the process of securing easements necessary therefore; and

WHEREAS, the Maintenance and Improvements are intended to relieve drainage problems and flooding, providing cause for the Petition previously filed, in a manner consistent with now-existing federal and state statutes and regulations, and local ordinances; and

WHEREAS, said Maintenance and Improvements entail work to be performed in the public road rights-of-way under the control and jurisdiction of the ICRD, for which permission must be obtained from the ICRD pursuant to Section 321 of the Drain Code of 1956, MCL 280.321; and

WHEREAS, the Drain Commissioner has requested that the ICRD grant such permission to construct the Drain in road rights-of-way under the jurisdiction of the ICRD; and

WHEREAS, the ICRD and the Drain Commissioner agree to cooperate to assure that drainage from properties and roads is unobstructed and that the roads are left in equal, or better, condition once construction is completed in accordance with the terms of this Agreement to be executed.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners, on behalf of the ICRD approves entering into an agreement with the Ingham County Drain Commissioner, on behalf of the Ferley Consolidated Drain Drainage District, to grant license and permission to said Drainage District, its assigns and successors in interest, for purposes of constructing, improving and maintaining the Drain, and to allow said Drain to be constructed in and occupy any and all granted road rights-of-way held by the ICRD necessary for

the construction, improvement and maintenance of the Drain, subject to and conditioned upon construction to be performed and constructed in the roads rights-of-way as permitted by the ICRD.

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

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville

**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION PLEDGING FULL FAITH AND CREDIT  
TO WEBBERVILLE CONSOLIDATED DRAIN DRAINAGE DISTRICT BONDS**

**RESOLUTION # 16 –**

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

WHEREAS, the Project is necessary for the protection of the public health, and in order to provide funds to pay the costs of the Project, the Drain Commissioner intends to issue the Drainage District’s bonds (the “Bonds”) in an amount not to exceed \$7,500,000 pursuant to the Act; and

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

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

WHEREAS, the pledge of the full faith and credit of the County to the Bonds will reduce the cost of financing the Project and will be a benefit to the people of the County.

THEREFORE BE IT RESOLVED as follows:

1. The County pledges its full faith and credit for the prompt payment of the principal of and interest on the Bonds in a par amount not to exceed \$7,500,000. The County shall immediately advance sufficient moneys from County funds, as a first budget obligation, to pay the principal of and interest on any of the Bonds should the Drainage District fail to pay such amounts when due. The County shall, if necessary, levy a tax on all taxable property in the County, to the extent other available funds are insufficient to pay the principal of and interest on the Bonds when due.

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

3. The Chairperson of the Board, the County Administrator, the County Clerk, the County Treasurer and any other official of the County, or any one or more of them (“Authorized Officers”), are authorized and directed to take all actions necessary or desirable for the issuance of the Bonds and to execute any documents or certificates necessary to complete the issuance of the Bonds, including, but not limited to, any

applications including the Michigan Department of Treasury, Application for State Treasurer's Approval to Issue Long-Term Securities, any waivers, certificates, receipts, orders, agreements, instruments, and any certificates relating to federal or state securities laws, rules, or regulations and to participate in the preparation of a preliminary official statement and a final official statement for the Bonds and to sign such documents and give any approvals necessary therefor.

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

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

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville

**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION PLEDGING FULL FAITH AND CREDIT  
TO BLUE-SPOTTED SALAMANDER DRAIN DRAINAGE DISTRICT BONDS**

**RESOLUTION # 16 –**

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

WHEREAS, the Project is necessary for the protection of the public health, and in order to provide funds to pay the costs of the Project, the Drain Commissioner intends to issue the Drainage District’s bonds (the “Bonds”) in an amount not to exceed \$1,500,000.00 pursuant to the Act; and

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

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

WHEREAS, the pledge of the full faith and credit of the County to the Bonds will reduce the cost of financing the Project and will be a benefit to the people of the County.

THEREFORE BE IT RESOLVED as follows:

1. The County pledges its full faith and credit for the prompt payment of the principal of and interest on the Bonds in a par amount not to exceed \$1,500,000.00. The County shall immediately advance sufficient moneys from County funds, as a first budget obligation, to pay the principal of and interest on any of the Bonds should the Drainage District fail to pay such amounts when due. The County shall, if necessary, levy a tax on all taxable property in the County, to the extent other available funds are insufficient to pay the principal of and interest on the Bonds when due.

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

3. The Chairperson of the Board, the County Administrator, the County Clerk, the County Treasurer and any other official of the County, or any one or more of them (“Authorized Officers”), are

authorized and directed to take all actions necessary or desirable for the issuance of the Bonds and to execute any documents or certificates necessary to complete the issuance of the Bonds, including, but not limited to, any applications including the Michigan Department of Treasury, Application for State Treasurer's Approval to Issue Long-Term Securities, any waivers, certificates, receipts, orders, agreements, instruments, and any certificates relating to federal or state securities laws, rules, or regulations and to participate in the preparation of a preliminary official statement and a final official statement for the Bonds and to sign such documents and give any approvals necessary therefore.

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

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

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville  
**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert  
**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO TRANSFER ALL UNSOLD TAX REVERTED PROPERTIES REJECTED BY  
LOCAL UNITS TO THE INGHAM COUNTY LAND BANK FAST TRACK AUTHORITY**

**RESOLUTION # 16 –**

WHEREAS, the Land Bank Fast Track Act, 2003 PA 258, being MCL 124.751 *et seq.*, (“the Act”) establishes the State Land Bank Fast Track Authority; and

WHEREAS, the Ingham County Treasurer, with the Ingham County Board of Commissioners’ approval, has entered into an intergovernmental agreement with the State Land Bank Fast Track Authority under the Act to form an Ingham County Land Bank Fast Track Authority; and

WHEREAS, tax reverted property not previously sold by the Ingham County Treasurer, acting as the foreclosing governmental unit (FGU), shall be transferred to the city, village, or township in which the property is located, except those parcels of property to which the city, village or township has objected to in accordance with 1999 PA 123, MCL 211.78M(6); and

WHEREAS, parcels rejected by a city, village or township become the property of Ingham County; and

WHEREAS, the Land Bank was established to assist in the strategic disposition of tax reverted property; and

WHEREAS, local units are encouraged to object so the parcels stay with the County for disposition by the Land Bank.

THEREFORE BE IT RESOLVED, that the County Board of Commissioners authorizes the Controller/Administrator to take appropriate action to transfer all rejected property to the Land Bank.

BE IT FURTHER RESOLVED, that this Resolution shall be renewed annually.

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

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville

**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

2016 Tax Foreclosures  
Subject to Local Unit Rejection

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33-01-01-03-101-091

LOT 73 WOODLAWN SUB

Property Address: SANFORD AVE LANSING MI

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33-01-01-03-378-051

LOT 143 PARK MANOR HEIGHTS

Property Address: 2324 COMMONWEALTH AVE LANSING MI

---

33-01-01-04-109-101

LOTS 53 & 54 IDEAL HOMESITES

Property Address: 622 CARRIER ST LANSING MI

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33-01-01-04-276-081

LOT 46 SUPERVISORS PLAT OF COMMUNITY HOME SITES

Property Address: 541 E PAULSON ST LANSING MI

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33-01-01-04-301-141

N 75 FT OF S 335 FT LOT 15 & N 50 FT OF S 335 FT LOT 16 ASSESSORS PLAT NO 34  
REC L 11 P 15

Property Address: 2703 TAYLOR ST LANSING MI

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33-01-01-04-328-231

LOT 53 ASSESSORS PLAT NO 45

Property Address: TURNER ST LANSING MI

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33-01-01-04-426-592

COM 793 FT W OF E 1/4 POST, TH N 12.75 FT TO S LINE CHILSON AVE, W 50 FT, S  
179.75 FT, E 50 FT, N 167 FT TO BEG; SEC 4 T4N R2W

Property Address: 426 CHILSON AVE LANSING MI

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33-01-01-05-427-041

LOT 5 ASSESSORS PLAT NO 57

Property Address: 2730 N M L KING JR BLVD LANSING MI

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33-01-01-05-451-021

W 140.7 FT, S 23DEG 44MIN W 272.45 FT TO N BANK OF GRAND RIVER, S 64DEG 16MIN E 161.55 FT  
ALONG SAID BANK, N 21DEG 34MIN E 284 FT TO SAID S R/W LINE, N 68DEG 26MIN W 10.13 FT TO BEG;  
SEC 5 T4N R2W

Property Address: N GRAND RIVER AVE LANSING MI

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33-01-01-05-451-031

COM ON S'LY LINE OF 100 FT R/W GRAND RIVER AVE S 68DEG 26MIN E 10.13 FT FROM INTERSECTION R2W  
WITH N&S 1/4 LINE, TH S 68DEG 26MIN E 270 FT, S 21DEG 34MIN W 397.6 FT TO N BANK GRAND RIVER,  
N 45DEG 37MIN W 292.9 FT ALONG SAID BANK, N 21DEG 34MIN E 284 FT TO BEG; SEC 5 T4N

Property Address: N GRAND RIVER AVE LANSING MI

33-01-01-06-131-035

LOT 237 WESTMONT SUB

Property Address: ALFRED AVE LANSING MI

33-01-01-08-201-571

W 32 FT OF E 70.25 FT LOT 1 ASSESSORS PLAT NO 12

Property Address: 1217 MUSKEGON AVE LANSING MI

33-01-01-08-282-051

S 26 FT LOT 130 & N 17 FT LOT 129 KNOLLWOOD PARK

Property Address: ROOSEVELT AVE LANSING MI

33-01-01-08-378-251

LOT 22 BLOCK 2 DAYTONS ADD

Property Address: 817 N JENISON AVE LANSING MI

33-01-01-08-406-161

LOT 29 BUNGALOW HOME ADD

Property Address: 1123 THEODORE ST LANSING MI



33-01-01-08-408-071

LOT 162, N 15 FT LOT 163 & S 20 FT LOT 161 CHARLES KUDNERS SUB

Property Address: 1003 WESTMORELAND AVE LANSING MI

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33-01-01-08-479-011

W 110 FT OF N 16.31 FT LOT 128 & W 110 FT OF S 16.69 FT LOT 129 ENGLEWOOD PARK ADD

Property Address: 922 CHICAGO AVE LANSING MI

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33-01-01-08-482-191

N 34 FT LOT 106 ENGLEWOOD PARK ADD

Property Address: 729 CHICAGO AVE LANSING MI

---

33-01-01-09-352-221

S 2 R LOT 10 BLOCK B SUB OF BLOCKS 26 & 27 ORIG PLAT

Property Address: 1118 N PINE ST LANSING MI

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33-01-01-09-352-221

E 1/2 LOT 5 BLOCK 2 MOORES SUB ON BLOCK 27

Property Address: 623 BROOK ST LANSING MI

---

33-01-01-09-360-231

E 37 FT LOTS 11 & 12 BLOCK E SUB OF BLOCKS 26 & 27 ORIG PLAT

Property Address: 515 W OAKLAND ST LANSING MI

---

33-01-01-09-476-041

S 2 R OF W 6 R LOT 22 BLOCK 21 ORIG PLAT

Property Address: 808 CENTER ST LANSING MI

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33-01-01-10-103-011

LOT 2 BLOCK 2 BALLARDS ADD

Property Address: 1913 N HIGH ST LANSING MI

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33-01-01-10-103-031

S 14 FT LOT 3 & N 26 FT LOT 4 BLOCK 2 BALLARDS ADD

Property Address: 1903 N HIGH ST LANSING MI

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33-01-01-10-106-051

LOT 19 & PART OF VAC ALLEY DESC AS COM NE COR LOT 19, TH W 33 FT, N 3.96 FT, E  
33 FT, S 3.96 FT TO BEG; REPLAT OF BLOCK 3 OF BALLARDS ADD

Property Address: 825 E NORTH ST LANSING MI

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33-01-01-10-180-161

LOT 182 HIGHLAND PARK

Property Address: 1315 MASSACHUSETTS AVE LANSING MI

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33-01-01-10-254-121

LOT 208 CAPITOL HEIGHTS

Property Address: 1419 OHIO AVE LANSING MI

-----

33-01-01-10-326-551

LOT 2 BROWNS SECOND SUB

Property Address: E GRAND RIVER AVE LANSING MI

-----

33-01-01-10-326-561

LOT 1 BROWNS SECOND SUB

Property Address: 1108 E GRAND RIVER AVE LANSING MI

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33-01-01-10-401-140

LOT 27, ALSO PARTS LOTS 28 & 29 LYING S OF A LINE COM 10.815 FT N OF SE COR LOT 29, TH W'LY 102 FT =/-  
TO POINT ON W LINE LOT 28 LYING 10.815 FT S OF NW COR THEREOF & POE; OTTO'S ADD

Property Address: CLARK ST LANSING MI

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33-01-01-10-408-061

LOT 54 FARRANDS ADD

Property Address: 1108 CLEVELAND ST LANSING MI

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33-01-01-14-309-111

E 94 FT LOT 396 LESLIE PARK SUB

Property Address: 2221 E KALAMAZOO ST LANSING MI

---

33-01-01-14-352-041

LOT 80 LESLIE PARK SUB

Property Address: 413 S CLEMENS AVE LANSING MI

---

33-01-01-14-360-001

W 99 FT LOTS 431 & 432 LESLIE PARK SUB

Property Address: 501 S HAYFORD AVE LANSING MI

---

33-01-01-15-104-401

LOT 11 BLOCK 2 ASSESSORS PLAT NO 7

Property Address: 508 LESHMER PLACE LANSING MI

---

33-01-01-15-310-001

N 42 FT LOT 5 & W 12 FT OF N 42 FT LOT 4 BLOCK 16 GREEN OAK ADD

Property Address: 301 S HOSMER ST LANSING MI

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33-01-01-15-376-241

LOT 4 BLOCK 2 LANSING IMPROVEMENT COMPANYS ADD

Property Address: 1116 E KALAMAZOO ST LANSING MI

---

33-01-01-15-432-431

LOT 1 BLOCK 3 ASSESSORS PLAT NO 16

Property Address: 134 LESLIE ST LANSING MI

---

33-01-01-15-479-121

LOT 92 PAUL PARK ADD

Property Address: 513 LESLIE ST LANSING MI

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33-01-01-17-227-241

E 1/2 LOT 5 WHITES SUB E OF BUTLER REC L 1 P 15

Property Address: 727 W SAGINAW ST LANSING MI

---

33-01-01-17-227-311

E 1/2 LOT 15 WHITES SUB E OF BUTLER REC L 1 P 15

Property Address: 825 W SAGINAW ST LANSING MI

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33-01-01-17-258-121

E 3 R LOT 17 BLOCK 2 FRENCHS SUB

Property Address: 1210 W OTTAWA ST LANSING MI

33-01-01-17-258-181

S 9 R OF E 2 R OF W 4 R LOTS 1, 2 & 3 BLOCK 2 FRENCHS SUB

Property Address: 1112 W OTTAWA ST LANSING MI

33-01-01-20-130-131

W 37 FT LOT 38 RIVERVIEW HEIGHTS SUB REC L 4 P 44

Property Address: 1607 W MALCOLM X ST LANSING MI

33-01-01-20-489-041

LOT 10 FLORAL SUB

Property Address: 1817 S RUNDLE AVE LANSING MI

33-01-01-21-258-085

E 2 R OF S 5 1/2 R LOT 15 BLOCK 203 ORIG PLAT

Property Address: 227 E SOUTH ST LANSING MI

33-01-01-21-277-070

LOT 3 BLOCK 220 ORIG PLAT

Property Address: 1016 BEECH ST LANSING MI

33-01-01-21-430-040

LOT 15 & S 6.5 FT OF E 21 FT LOT 14 TORRANCE COURT SUB REC L 8 P 29

Property Address: 535 TORRANCE CT LANSING MI

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33-01-01-21-431-095

S 56.5 FT LOT 32 TORRANCE FARM ADD

Property Address: 1508 BAILEY ST LANSING MI

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33-01-01-21-451-015

LOT 10 BLOCK 2 HALLS THIRD ADD

Property Address: 138 GARDEN ST LANSING MI

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33-01-01-21-484-020

N 31 FT LOT 129 TORRANCE FARM ADD

Property Address: 1815 LINVAL ST LANSING MI

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33-01-01-22-203-161

LOT 253 EXCELSIOR LAND COMPANYS SUB

Property Address: 924 DAKIN ST LANSING MI

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33-01-01-22-206-142

LOTS 232 & 233 EXCELSIOR LAND COMPANYS SUB

Property Address: 1042 DAKIN ST LANSING MI

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33-01-01-22-207-021

LOT 281 EXCELSIOR LAND COMPANYS SUB

Property Address: 1015 DAKIN ST LANSING MI

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33-01-01-22-228-041

LOTS 46 & 47 ASSESSORS PLAT NO 49

Property Address: 721 LESLIE ST LANSING MI

---

33-01-01-22-277-121

LOT 154 & N 1/2 LOT 153 CITY PARK SUB

Property Address: 1132 LESLIE ST LANSING MI

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33-01-01-22-280-162

LOTS 105, 106 & 107 PARKVIEW LAND CO ADD

Property Address: 1236 ALLEN ST LANSING MI

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33-01-01-22-283-262

W 34 FT LOT 63 CITY PARK SUB

Property Address: 1820 PERKINS ST LANSING MI



---

33-01-01-22-309-291

LOT 7 BLOCK 6 ASSESSORS PLAT NO 28 REC L 10 P 33

Property Address: 912 BAKER ST LANSING MI

---

33-01-01-22-352-011

LOT 3 BLOCK 4 ASSESSORS PLAT NO 28 REC L 10 P 33

Property Address: 1507 LYONS AVE LANSING MI

---

33-01-01-22-353-031

LOT 9 REO MOTOR CAR CO'S SUB REC L 6 P 30

Property Address: 1609 DONORA ST LANSING MI

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33-01-01-23-103-091

LOT 53 LANSING ADDITION COMPANYS SUB REC L 5 P 20

Property Address: 704 S MAGNOLIA AVE LANSING MI

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33-01-01-23-127-061

LOTS 18 & 19 J L PUTMANS SUB REC L 7 P 35

Property Address: 723 S FRANCIS AVE LANSING MI

---

33-01-01-23-153-021

S 14 FT LOT 27 & N 36 FT LOT 28 AVIS SUB REC L 9 P 30

Property Address: 1210 S CLEMENS AVE LANSING MI

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33-01-01-26-302-021

LOT 3 GREEN MEADOWS SUB

Property Address: 2023 HAMELON ST LANSING MI

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33-01-01-27-476-050

S 330 FT OF E 792 FT OF SE 1/4 OF SE 1/4 EXC E 173 FT OF S 240 FT; SEC 27 T4N  
R2W

Property Address: AURELIUS RD LANSING MI

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33-01-01-27-476-055

COM 330 FT N OF SE COR SEC 27, TH W ON LINE 330 FT N OF & PARLL TO S SECTION  
LINE 792 FT, N 14.68 FT TO S LINE GOODHOME SUB, E'LY TO E LINE SAID SECTION, S  
15.48 FT TO BEG; SEC 27 T4N R2W

Property Address: AURELIUS RD LANSING MI

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33-01-01-28-285-071

LOTS 129, 130 & N 5 FT LOT 133 ALSO COM NW COR LOT 129, TH N 5 FT E 120 FT, S 5 FT, W 120 FT TO  
BEG; ADDMORE PARK

Property Address: 569 LINCOLN AVE LANSING MI

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33-01-01-28-452-231

N 46 FT OF S 132 FT LOT 1 BLOCK 1 OAK CREST SUB

Property Address: 3116 S CEDAR ST LANSING MI

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33-01-01-29-277-051

LOTS 13 & 14 BLOCK 1 RESUB OF BLOCKS 17, 21, 22 AND LOTS 35 TO 72 INCL, BLOCK 30 ELMHURST SUB

Property Address: 2501 STIRLING AVE LANSING MI

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33-01-01-29-278-021

LOT 12 BLOCK 3 RESUB OF BLOCKS 17, 21, 22 AND LOTS 35 TO 72 INCL, BLOCK 30 ELMHURST SUB

Property Address: 2509 S M L KING JR BLVD LANSING MI

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33-01-01-30-478-121

LOT 429 PLEASANT GROVE SUB NO 1

Property Address: 3318 AVALON ST LANSING MI

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33-01-01-31-126-281

COM 1638.8 FT E OF NW COR SEC 31, TH S 596.75 FT, W 136 FT, N 596.75 FT, E 136 FT TO BEG;  
SEC 31 T4N R2W

Property Address: W HOLMES RD LANSING MI

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33-01-01-31-279-011

LOT 6 PLEASANT SUB

Property Address: 4209 RICHMOND ST LANSING MI

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33-01-01-32-353-131

LOT 150 PLEASANT GROVE SUB

Property Address: 4909 HUGHES RD LANSING MI

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33-01-01-33-151-101

LOT 32 SUPERVISORS PLAT OF BURCHFIELD SUB

Property Address: 3827 BURCHFIELD DR LANSING MI

---

33-01-01-34-229-045

LOT 38 SUPERVISORS PLAT OF CHERRY HILL

Property Address: REX ST LANSING MI

---

33-01-01-35-326-131

LOT 20 SONNYBROOK PLAT

Property Address: 2621 DIER ST LANSING MI

---

33-01-01-35-353-132

LOTS 52 & 53 SUPERVISORS PLAT OF CULVER-DALE SUB

Property Address: 2018 IRENE ST LANSING MI

33-01-05-04-377-001

LOT 19 SUPERVISORS PLAT OF HOME OWNERS SUB

Property Address: 5835 ROLFE RD LANSING MI

33-01-05-05-301-081

COM ON SW'LY LINE LOT 14 961.7 FT S 44DEG 20MIN E OF W'LY COR, TH S 44DEG 20MIN E 105 FT, N 45 DEG VALLEAUS SUB  
E 57.5 FT, N 44DEG 20MIN W 105 FT, S 45DEG W 57.5 FT TO BEG; SUPERVISORS PLAT OF

Property Address: SELFRIDGE BLVD LANSING MI

33-01-05-05-302-081

LOT 4 SUPERVISORS PLAT OF VALLEAUS SUB

Property Address: 5812 S M L KING JR BLVD LANSING MI

33-01-05-06-201-282

E 78.5 FT OF N 1/2 LOT 55 ALSO W 15 FT OF N 1/2 LOT 56 MAPLE GROVE FARMS NO 2

Property Address: 3009 W JOLLY RD LANSING MI

33-01-05-06-226-041

E 57.5 FT OF S 176.25 FT LOT 67 MAPLE GROVE FARMS NO 2

Property Address: 2416 MIDWOOD ST LANSING MI

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33-01-05-06-433-041

LOT 51 EXC E 10 FT SUPERVISORS PLAT OF WEBSTER FARM SUB NO 2

Property Address: 2422 WEBSTER ST LANSING MI

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33-01-05-06-434-061

LOT 76 WEBSTER FARM SUB NO 1

Property Address: 5840 PIPER AVE LANSING MI

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33-01-05-09-203-001

W 65 FT OF N 140 FT LOT 4 GARDENDALE SUB

Property Address: 300 E MILLER RD LANSING MI

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33-02-02-10-432-007

MP 2063 COM. AT A PT. 208.66 FT. N OF THE SE COR. OF BLK. 16.-N. 66 FT.-W. 132  
FT.-S. 66 FT.-E. 132 FT. TO BEG., BLOCK 16 VILLAGE OF NEMOKA.

Property Address: 5681 SCHOOL HASLETT MI

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33-13-13-29-431-006

O 94 LOTS 8 & 9 BLOCK 3 BALDWINS ADD TO VILLAGE OF ONONDAGA SEC 29 T1NR2W

Property Address: 4836 ONONDANGA RD ONONDAGA MI

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33-17-14-21-452-008

LSV-217 LOT 11 BLOCK 11 CITY OF LESLIE

Property Address: 208 E RACE LESLIE MI

---

33-20-02-18-202-009

LOT 285 STRATHMORE NO 3

Property Address: 1025 SNYDER EAST LANSING MI

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33-21-01-18-207-005

LOT 283 MICHIGAN HEIGHTS.

Property Address: 412 N CATHERINE ST LANSING MI

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33-21-01-18-428-016

LOTS 40 & 41 DURANT HILLS NO 1.

Property Address: 124 HUNGERFORD ST LANSING MI

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33-25-05-17-127-001

BEG @ A PT ON N SEC LN 439.91 FT N 89 DEG 44' 31"W, FROM THE N 1/4 COR SEC.17-S  
0 DEG 27' 33"W, 74.15 FT TO NE COR LOT 14 HOUGHTON HGTS SUBD.-N 83 DEG 58'54"W,  
241.05 FT-N 0 DEG 15' 29"W, 50 FT-S 89 DEG 44'31"E, ON N SEC LN 240 FT TO THE  
POB. SEC.17,T3N R2W. .34 ACRES M/L.

Property Address: SANIBEL HOLLOW HOLT MI

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33-25-05-18-226-016

BEG AT A PT ON N SEC LN 1055.74 FT N89°51'47"W FROM NE COR OF SEC 18, TH S00°08'13"W ON W R/W LN OF RENFREW WAY 175.18 FT, TH N89°52'17"W 31.72 FT, TH N00°53'36"W 175 FT TO N SEC LN, TH S89°51'47"E ON N SEC LN 32.25 FT TO POB. SEC 18, T3N,R2W. 0.13 AC M/L. (SPLIT FOR 1999- NEW PLAT, PARENT PARCEL 18-226-015, REMAINDERS 18-226-016 & -017)

Property Address: HORSTMAYER RD LANSING MI

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Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPROVING A LETTER OF UNDERSTANDING WITH  
CAPITOL CITY LABOR PROGRAM, INC. – 9-1-1 NON-SUPERVISORY UNIT REGARDING  
OVERTIME AND CALL TAKER ASSIGNMENTS**

**RESOLUTION # 16 –**

WHEREAS, an agreement was reached between representatives of Ingham County and the Capitol City labor Program, Inc. – 911 Non-Supervisory unit (CCLP) for the period January 1, 2016 through December 31, 2017; and

WHEREAS, the Human Resources Department, 911 Center and the County Attorney have addressed in a contract reopener with CCLP the staffing issues and the need for forced overtime on designated holidays; and

WHEREAS, the Human Resources Department, 911 Center and the County Attorney have addressed in a contract reopener with CCLP the need for clarification of Call taker assignments; and

WHEREAS, the Employer and Union desire to modify the current language in the collective bargaining agreement and amended the language through the attached Letter of Understanding; and

WHEREAS, the provisions of the Letter of Understanding have been approved by the County Services and Finance Committee.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the attached Letter of Understanding.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized to sign the Letter of Understanding on behalf of the County, subject to the approval as to form by the County Attorney.

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville

**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

LETTER OF UNDERSTANDING  
BETWEEN  
COUNTY OF INGHAM  
AND  
CAPITOL CITY LABOR PROGRAM, INC.  
911 NON-SUPERVISORY UNIT

**2017 Collective Bargaining Agreement Re-opener**

**WHEREAS**, the Employer and Union are parties to a Collective Bargaining Agreement with a term running from January 1, 2016, through December 31, 2017 (the “CBA”); and

**WHEREAS**, Article 22, Section 22.4, of the CBA provided the option to both parties to choose one issue for a re-opener;

**WHEREAS**, the Union’s issue is forced overtime caused by a staffing shortage on a holiday and the Employer’s issue is a change to shift preference; and

**WHEREAS**, the parties wish to revise the terms of the CBA to incorporate the agreement reached on these issues.

**NOW, THEREFORE IT IS HEREBY AGREED** as follows:

1. Article 8, Section 8.1 is amended and replaced in its entirety with the following:
  - 8.1 Under the current shift schedule, two 6 month shifts and team selections will be bid twice per year, by each group, Call Takers and Dispatchers. For the first 8 Call Takers, after being trained, no more than 2 Call Takers will be assigned to each of the 4 teams. Starting November 7, 2016, once 12 Call Takers are hired and trained, the parties will meet to discuss any issues with the Call Taker position. No more than 3 Call Takers will be assigned to each of the 4 teams.
2. Article 28, Section 28.6 is amended and replaced in its entirety with the following:
  - 28.6 Employees who work on one of the above holidays, will be paid holiday pay for all hours worked on the holiday, time and one (1 ½) their regular strait time rate. Starting with the Thanksgiving holiday in 2016, employees who volunteer or are forced to work overtime caused by a staffing shortage on one of the above holidays will be compensated at two times their regular straight time rate of pay.
3. This Letter of Understanding shall modify the parties’ CBA only to the extent expressly provided herein.

IN WITNESS WHEREOF the authorized representatives of the parties hereto have executed this Agreement on date indicated below each signature.

**CAPITOL CITY LABOR  
PROGRAM, INC.**

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Division Representative

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Thomas Krug, Lodge  
Executive Director

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Steven Lett, Lodge Attorney  
Approved as to form

**COUNTY OF INGHAM:**

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Kara Hope  
Chairperson Board of Commissioners

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Mattis D. Nordfjord, County Attorney  
Approved as to form

Introduced by the County Services and Finance Committees of the:

**RESOLUTION APPROVING MODIFICATIONS TO THE  
2017 MANAGERIAL AND CONFIDENTIAL EMPLOYEE PERSONNEL MANUAL**

**RESOLUTION # 16 –**

WHEREAS, the Managerial and Confidential Employee Steering Committee discussed changes to the 2017 Managerial and Confidential Employee Personnel Manual; and

WHEREAS, the Steering Committee recommended changes for the 2017 Managerial and Confidential Employee Personnel Manual.

THEREFORE BE IT RESOLVED, the Ingham Board of Commissioners approves the following recommendations, as proposed by the Managerial and Confidential Employee Steering Committee, to the 2017 Managerial and Confidential Employee Personnel Manual:

1. Change in language under section B. Compensation Plan: For clarification, add the Board Coordinator, Director – Equalization and Managing Director – Road Department to the list positions reporting directly to the Board of Commissioners.
2. Update language under section C. Compensation Levels: Effective January 1, 2017, employees under this manual shall be compensated as outlined in Appendix D – Salary Schedule, reflecting a 1% increase to the 2016 salary schedule.
3. Update language in section E. Hospitalization – Medical Coverage: Subject to annual modification for health plan year 2017.
4. Change in language under section I. Longevity Plan: Clarify the longevity bonus schedule by eliminating the reference to the percentage calculation of base pay and listing the actual amounts for each level of continuous service.
5. Change in language under section J. Leaves of Absence: Under subsection b. Sick Leave – add language regarding positions reporting directly to the Board of Commissioners will inform the Board Office of his/her intention to take sick leave.
6. Change in language under section M. Vacations: Add subsection 8 regarding positions reporting directly to the Board of Commissioners notifying the Board Office of vacation leave.
7. Change in language under section O. Vacation Bonus Days: Under subsection 2, add language regarding positions reporting directly to the Board of Commissioners notifying the Board Office of vacation bonus leave.
8. Change in language under section Q. Travel Allowance: Include a reference to the current Board approved Travel Policy.

9. Change in language under section W. Administrative Leave: Include a reference to the current Board approved Suspension of County Operations Policy.
10. Change in Appendix A: Add subsection 5 regarding positions reporting directly to the Board of Commissioners notifying the Board Office of telecommute days.
11. Change in Appendix D - Compensation Levels: Eliminate the special separate grade of the Court Officer/Research Clerk and incorporate into the MCF Grade 8.

BE IT FURTHER RESOLVED, that the Managerial and Confidential Employee Personnel Manual will be effective January 1, 2017 and shall expire on December 31, 2017.

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville  
**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert  
**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING COMMISSIONER COMPENSATION  
FOR 2017 AND 2018**

**RESOLUTION # 16 –**

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, 2017 through 2018 with a 1 % increase for 2017 and a 0 % increase for 2018.

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

	<b>Current Compensation</b>	<b>January 1, 2017</b>	<b>January 1, 2018</b>
Board Chair	\$17,425	\$17,599	\$17,599
Vice Chair, Vice Chair Pro Tem and all Standing Committee Chairs	\$12,704	\$12,831	\$12,831
Other Commissioners	\$11,647	\$11,763	\$11,763

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.

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, effective January 1, 2013 Commissioners shall 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:** Nolan, Celentino, Bahar-Cook, Maiville

**Nays:** Hope **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Case Naeyaert

**Nays:** Schafer **Absent:** Tennis, Anthony **Approved 12/07/2016**

**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 and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION APPROVING ANNUAL 2017 COMPENSATION FOR  
NON-JUDICIAL COUNTY-WIDE ELECTED OFFICIALS**

**RESOLUTION # 16 –**

WHEREAS, a 1 percent wage increase was recommended as part of the 2017 Managerial/Confidential Personnel Manual; and

WHEREAS, the Board wishes to increase the salary level for non-Judicial County-Wide Elected Officials by 1 percent for 2017 as well.

THEREFORE BE IT RESOLVED, that the following Ingham County Non-Judicial Elected Officials: County Clerk, Drain Commissioner, Prosecuting Attorney, Register of Deeds, Sheriff, and Treasurer shall be provided a 2017 salary as listed below (reflects a 1 percent increase):

<b>Elected Official</b>	<b>2016</b>	<b>2017</b>
County Clerk	\$91,713	\$92,630
Drain Commissioner	\$85,731	\$86,588
Prosecuting Attorney	\$132,075	\$133,396
Register of Deeds	\$85,731	\$86,588
Sheriff	\$123,698	\$124,935
Treasurer	\$98,812	\$99,800

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

BE IT FURTHER RESOLVED, non-Judicial County-Wide Elected Officials taking office after January 1, 2013 shall not be eligible for single retiree health insurance coverage until after they reach 60 years of age, subject to the scale based on years of service. Retirees that purchase dental and vision insurance at group rates and subsequently choose to discontinue the coverage, may not re-enroll.

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

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

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville

**Nays:** None    **Absent:** Koenig, Tsernoglou    **Approved 12/06/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Case Naeyaert

**Nays:** Schafer    **Absent:** Tennis, Anthony    **Approved 12/07/2016**

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING TERMINATION OF THE CONTRACT WITH HAY GROUP FOR  
THE COMPREHENSIVE COUNTYWIDE COMPENSATION AND CLASSIFICATION STUDY**

**RESOLUTION # 16 –**

WHEREAS, the Ingham County Board of Commissioners authorized a contract with Hay Group, 1850 Arch Street, Philadelphia, PA, 19103, to conduct a countywide comprehensive compensation and classification study; and

WHEREAS, the County and Hay Group initiated the Agreement for the classification and compensation project on the 6<sup>th</sup> day of April 2015; and

WHEREAS, both parties have diligently pursued completing the project and a number of deliverable items have been completed to date; and

WHEREAS, the Ingham County Board of Commissioners is exercising the right to terminate the agreement without cause in accordance with the EIGHTEENTH section of the Agreement and the Hay Group shall receive the compensation for services performed up to the effective date of the termination as set forth in the SECOND and THIRD section of the Agreement.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes termination of the contract with Hay Group.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary payment consistent with the applicable language in the Agreement and this Resolution.

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

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville

**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION APPROVING INGHAM COUNTY'S PARTICIPATION IN THE LANSING  
REGIONAL BROWNFIELD COALITION FOR THE PURPOSE OF SUBMITTING AN  
APPLICATION TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY FOR A  
BROWNFIELD ASSESSMENT GRANT**

**RESOLUTION # 16 –**

WHEREAS, the Ingham County Board of Commissioners has established a Brownfield Redevelopment Authority whose charge is to support the cleanup and redevelopment of environmentally contaminated and previously used development sites that promote Economic Development in Ingham County; and

WHEREAS, the Ingham County Board of Commissioners and the Ingham County Brownfield Redevelopment Authority have determined a need to continue to identify, assess and implement the cleanup and redevelopment or reuse of brownfield sites in our region in order to encourage economic development; and

WHEREAS, the cleanup and revitalization of brownfield sites can provide many other community benefits including protection of public health and environment, neighborhood improvements, opportunities for creation of parks and community spaces and elimination of blight and dangerous structures; and

WHEREAS, Ingham County faces the challenge of many brownfield sites throughout the community such as former industrial sites, closed gas stations, dumps and other contaminated properties; and

WHEREAS, the Lansing region, which includes the City of Lansing, the City of East Lansing, Clinton County, Eaton County, and Ingham County, seeks to collaborate to revitalize brownfield sites and secure more resources for redevelopment of these sites for both the individual communities and the broader region; and

WHEREAS, these five local governments desire together to form the Lansing Regional Brownfield Coalition (Coalition); and

WHEREAS, the Lansing Economic Area Partnership (LEAP), a non-profit economic development entity with members that include Ingham County and the other governmental entities who will be part of the Coalition, will seek, administer and implement new funding to support the Coalition and its local government participants; and

WHEREAS, the U.S. Environmental Protection Agency (EPA) is now soliciting applications for grants in its Brownfield Assessment program and allows for coalitions to seek funding in the amount of \$600,000 to be used for assessment and reuse planning of brownfield sites.

THEREFORE BE IT RESOLVED, that Ingham County is a collaborative partner in the Lansing Regional Brownfield Coalition and supports the development and submission of an application to the Environmental Protection Agency Brownfield Assessment Grant Program in the amount of \$600,000 by LEAP on behalf of the Lansing Regional Brownfield Coalition.

BE IT FURTHER RESOLVED, that Ingham County designates the Economic Development Coordinator to work in collaboration with LEAP and the other Coalition members on the development, submission and implementation of an EPA Brownfield Assessment Grant.

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville  
**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert  
**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION APPROVING THE INGHAM COUNTY BROWNFIELD AUTHORITY  
BROWNFIELD PLAN  
FOR THE ELEVATION AT OKEMOS POINTE 2360 JOLLY ROAD (PORTION); 2398 JOLLY  
ROAD (PORTION); 2350 JOLLY OAK ROAD; 2362 JOLLY OAK ROAD; JOLLY OAK ROAD  
(PORTION)  
OKEMOS, MERIDIAN CHARTER TOWNSHIP MICHIGAN**

**RESOLUTION # 16 –**

WHEREAS, the Ingham County Board of Commissioners created the Ingham County Brownfield Redevelopment Authority (ICBRA) in September 2001 (Resolution #01-279) pursuant to PA 381 of 1996, as amended (the ACT) in order to promoted the redevelopment of environmentally distressed, functionally obsolete, and/or blighted areas of the County; and

WHEREAS, the ICBRA met on October 14, 2016 and recommended approval of a brownfield plan for the Elevation at Okemos Pointe (the PLAN) to redevelop deteriorating and contaminated properties in Meridian Charter Township (the TOWNSHIP) with tax ID Numbers: #33-02-02-33-376-010 (portion); #33-02-02-33-353-015 (portion); #33-02-02-33-329-002 (portion); #33-02-02-33-376-011; #33-02-02-33-376-012; #33-02-02-33-329-100 (portion)containing approximately 37.29 acres into a mixed use development with residential and commercial components which will increase the County’s taxable value while creating approximately 200 new full time jobs; and

WHEREAS, the PLAN includes a Tax Increment Financing Plan to allow for the capture of taxes to reimburse for eligible expenses as described in the PLAN; and

WHEREAS, the PLAN constitutes a public purpose under the ACT; and

WHEREAS, the proposed PLAN meets the requirements for a Brownfield Plan as established in Section 13 of the ACT; and

WHEREAS, the TOWNSHIP held a public hearing on the PLAN at its meeting on October 18, 2016 and subsequently approved the PLAN at its meeting on November 1, 2016; and

WHEREAS, the Developer has agreed to add Section XX “Tax Valuation and Payment of Tax Increment Revenue Shortfall” in the Development Reimbursement Agreement between the Developer and ICBRA for the capture and repayment of tax increment revenues towards eligible Brownfield Plan costs related to the shortfall in the event of a tax appeal; and

WHEREAS, the proposed Brownfield Plan is capped at \$3,891,103, of which the projected costs of developer eligible activities (including contingency) shall not exceed \$3,504,759; the maximum capture into the ICBRA Local Site Remediation and Revolving Fund (LSRRF) shall be \$86,344, and; developer provided interest shall

not exceed \$300,000. However if the actual costs of eligible activities turns out to be lower than the above estimates developer reimbursement (including contingency and interest) and LSRRF capture shall be lower; and

WHEREAS, the taxing jurisdictions that will be affected by this PLAN have been duly notified about the fiscal and economic implications of the proposed Tax Increment Financing Plan in accordance with the ACT.

THEREFORE BE IT RESOLVED, that after review and consideration of the Brownfield Plan for the Elevation at Okemos Pointe and recommendation and approval of the PLAN by Meridian Charter Township, the Ingham County Board of Commissioners desires to proceed with approval of the PLAN.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners, pursuant to the authority granted by the ACT does hereby approve the Brownfield Plan for the Elevation at Okemos Pointe in the form attached as Exhibit A as revised on November 1, 2016 and authorizes the Chair to sign all agreements needed to implement the PLAN.

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville

**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

## ELEVATION AT OKEMOS POINTE

2360 Jolly Road (portion) – Tax ID #33-02-02-33-376-010;  
2398 Jolly Road (portion) – Tax ID #33-02-02-33-353-015;  
2350 Jolly Oak Road (portion) – Tax ID #33-02-02-33-329-002;  
2360 Jolly Oak Road – Tax ID #33-02-02-33-376-011;  
2362 Jolly Oak Road – Tax ID #33-02-02-33-376-012; and  
Jolly Oak Road (portion) – Tax ID #33-02-02-33-329-100  
Okemos, Meridian Charter Township, Michigan

### ***Brownfield Plan***

Revised November 1, 2016



#### **Ingham County Brownfield Redevelopment Authority**

Contact: Sandra Gower, Director

Phone: (517) 676-7285

Prepared with assistance from:  
**ADVANCED REDEVELOPMENT SOLUTIONS**  
PO Box 204  
Eagle, MI 48822  
Contact: Eric P. Helzer, EDFP  
Phone: (517) 648-2434

Approved by the Ingham County Brownfield Redevelopment Authority – 10/14/2016

Approved by the Meridian Charter Township Board of Trustees – 11/01/2016

Approved by the Ingham County Board of Commissioners – TBD/TBD/2016



## Table of Contents

Project Summary Sheet: Brownfield Plan – Elevation at Okemos Pointe .....	2
Introduction .....	5
1. Description of the Eligible Property (Section 13(1)(h)) .....	6
2. Basis of Eligibility (Section 13 (1)(h), Section 2 (m)), Section 2(r) .....	11
3. Summary of Eligible Activities and Description of Costs (Section 13 (1)(a),(b)).....	11
4. Captured Taxable Value and Tax Increment Revenues (Section 13(1)(c)) .....	14
5. Method of Brownfield Plan Financing (Section 13(1)(d)).....	16
6. Amount of Note or Bonded Indebtedness Incurred (Section 13(1)(e)) .....	16
7. Duration of the Brownfield Plan and Effective Date (Section 13(1)(f)).....	16
8. Estimated Impact on Taxing Jurisdictions (Section 13(1)(g), Section 2(ee)) .....	16
9. Displacement of Persons (Section 13(1)(i-l)) .....	18
10. Authority Revolving Fund (Section 8; Section 13(1)(m)) .....	18
11. Other Information (Section 8; Section 13(1)(n)).....	18

## Tables

Table 1 – Eligible Activities.....	13 and 14
Table 1a – Itemized Eligible Activities	
Table 1b – Summary of Eligible Activities	
Table 2 – Captured Incremental Taxable Values & Tax Increment Revenues Captured.....	15
Table 3 – Impact to Taxing Jurisdictions .....	17
Table 4 – Tax Increment Financing Estimates .....	Exhibit C
Table 4a1 – Base Year/Initial Taxable Value (ITV) Information	
Table 4a2 – Taxes Paid to All Taxing Jurisdictions on the Base Year Taxable Value/Initial Taxable Value (ITV)	
Table 4b – Future Taxable Value (FTV)	
Table 4c – Tax Impact on Taxing Jurisdictions	
Table 4d – Reimbursement of Eligible Activities & Disbursements	

## Exhibits

- A. Legal Description and Eligible Property Boundary Map
- B. Basis of Brownfield Eligibility Supportive Environmental and Non-Environmental Information
- C. Table 4 – Tax Increment Financing Estimates

## **PROJECT SUMMARY SHEET: BROWNFIELD PLAN – ELEVATION AT OKEMOS POINTE**

**Project Name:** Elevation at Okemos Pointe

**Applicant/Developer:** Entity Name: Okemos Pointe, LLC  
Contact: Will Randle  
Mailing Address: 2422 Jolly Road, Suite 200, Okemos, MI 48864  
Phone: (517) 580-2550

**Eligible Property Location:** The eligible Property consists of six (6) parcels located at:  
2360 Jolly Road (portion) – Tax ID #33-02-02-33-376-010;  
2398 Jolly Road (portion – Tax ID #33-02-02-33-353-015;  
2350 Jolly Oak Road (portion) – Tax ID #33-02-02-33-329-002;  
2360 Jolly Oak Road – Tax ID #33-02-02-33-376-011;  
2362 Jolly Oak Road – Tax ID #33-02-02-33-376-012; and  
Jolly Oak Road (portion) – Tax ID #33-02-02-33-329-100  
Okemos, Meridian Charter Township, Michigan.

**Property Size:** Approximately 37.29 acres

**Type of Eligible Property:** Facility (Contaminated)

**Project Description:** **Elevation at Okemos Pointe Project**

This Brownfield Plan (the “Plan”) anticipates significant future investments by Okemos Pointe, LLC. Okemos Pointe, LLC, is a single purpose entity for the proposed Project. They are an Okemos-based development company whose members are exceptional real estate developers of residential, commercial and mixed-use developments in Mid-Michigan and have facilitated development and managed company operations in California, Hawaii, Arizona, New Mexico, Colorado, the Caribbean and Australia. This Plan contemplates redevelopment upon all six (6) Eligible Properties located northwest of the intersection of Jolly Road and Jolly Oak Road which was first developed in 1963 and has been substantially underutilized since 1999 (17 years).

Elevation at Okemos Pointe (the “Project”) is an estimated \$67.3 plus million (including land) mixed-use redevelopment project. Phase I is \$30.4 million which includes 166 apartment units (236 beds) and 6,214 gross square feet of commercial space. The projected cost for Phases II & III is \$36.9 million and consists of 232 additional apartment units (352 beds) and the renovation of an existing 20,000 gross square feet metal structure into a community market and food innovation district with community function space. Apartments and commercial space will span 441,549 gross square feet over 37.29 acres on the Eligible Property. The development is ideally suited near shopping center with highway access to I-96 located within one mile of the site. This redevelopment will be ideal for those working in the Greater Lansing Area.

Once complete, approximately 200 new full time jobs will be created as a result of the residential and commercial spaces including community market and food innovation district with community

function space. The applicant will also be working with MSU to spin businesses off to other brick and mortar sites in the community, this will provide a network of small business entrepreneurship for the region fostering new types of opportunities in employment and ownership

Added Project features include pocket parks, public seating plaza, pavilion, fishing pier, public art, underground utilities, wetland preservation areas, outdoor seasonal sales area, uncovered and covered bike parking/storage and local township path/trail system connecting to the regional path/trail system.

Construction is scheduled to begin this fall 2016 on Brownfield eligible activities to position Phase I of the Project for completion by end of 2017 and completion of Phases II & III by the end of 2020. The Project cannot occur without support toward eligible Brownfield activities and costs through tax increment financing available under the Brownfield Redevelopment Financing Act (Public Act 381 of 1996), which is the subject of this Plan.

**Estimate Job Creation:**

Approximately 200 new full time jobs will be created upon completion of the Project.

**Eligible Activities  
and Eligible Costs:**

\$3,804,759 of eligible activity costs made up of: Baseline Environmental Assessment Activities, Due Care Activities, Additional Response Activities, Demolition Activities, Lead and Asbestos Abatement Activities, Brownfield Plan & Work Plan Preparation (including Ingham County Brownfield Redevelopment Authority {"ICBRA" or "Authority"} Application Fees), Contingency and Interest. \$3,891,103 in total capture with adding the capture for Authority Local Site Remediation Revolving Fund ("LSRRF").

<b>Eligible Activities</b>	<b>Eligible Costs</b>
Baseline Environmental Assessment (BEA) Activities	\$ 49,550
Due Care Activities	\$ 392,345
Additional Response Activities	\$ 1,673,400
Demolition Activities	\$ 1,017,712
Lead and Asbestos Abatement Activities	\$ 120,752
Brownfield Plan & Work Plan Preparation (and application fees, if any)	\$ 51,000
<i>Subtotal</i>	\$ 3,304,759
Contingency	\$ 200,000
<i>Subtotal</i>	\$ 3,504,759
Interest	\$ 300,000
<b><i>Subtotal (to Developer)</i></b>	<b>\$ 3,804,759</b>
Authority Administration	\$ -
Authority LSRRF	\$ 86,344
State of Michigan Brownfield Redevelopment Fund	\$ -
<b><i>Subtotal (to Others)</i></b>	<b>\$ 86,344</b>
<b>GRAND TOTAL</b>	<b>\$ 3,891,103</b>

**Duration of Plan Capture:** 11 years (2018 through 2028), total estimated Plan capture duration for reimbursement of Eligible Activities and LSRRF deposits.

**Base Year of Plan:** 2016

**First Year of Plan Capture:** 2018

**Property Tax Summary (for life of Plan through 2028):**

Base Taxes Paid by Developer	\$ 1,016,621
New / Incremental Taxes Paid by Developer	\$ 11,126,186
<b>Total Property Taxes Paid</b>	<b>\$ 12,142,807</b>

**Distribution of Property Taxes Paid Summary (for life of Plan through 2028):**

Base Taxes Paid to Meridian Township	\$ 123,150
Base Taxes Paid to Other Taxing Jurisdictions	\$ 893,471
New / Incremental Taxes Paid Gain (not captured) to Meridian Township	\$ 460,911
New / Incremental Taxes Paid Gain (not captured) to Other Taxing Jurisdictions	\$ 6,774,172
New / Incremental Taxes Paid to Developer Eligible Activity Costs	\$ 3,804,759
New / Incremental Taxes Paid to Authority LSRRF	\$ 86,344
<b>Total Property Tax Distribution</b>	<b>\$ 12,142,807</b>

## **INTRODUCTION**

The Ingham County Brownfield Redevelopment Authority (“ICBRA” or “Authority”), duly established by resolution of the Ingham County Board of Commissioners, pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended (“Act 381”), is authorized to exercise its powers within the County of Ingham, Michigan.

The purpose of this Brownfield Plan (the “Plan” and/or “Amendment”), as amended is to be implemented by the Authority, is to satisfy the requirements of Act 381 for including the eligible property described below in the Authority Brownfield Plan (the “Plan”). This Plan promotes the redevelopment of and investment in certain “Brownfield” properties within the County, to accomplish cleanup of environmental contamination, and to redevelop blighted, historic and functionally obsolete property. Inclusion of Property within this Plan, as amended will facilitate financing of eligible activities at eligible properties, and will also provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as “Brownfields.” By facilitating redevelopment of Brownfield properties, this Plan, as amended is intended to promote economic growth for the benefit of the residents of the County and all taxing units located within and benefited by the Authority.

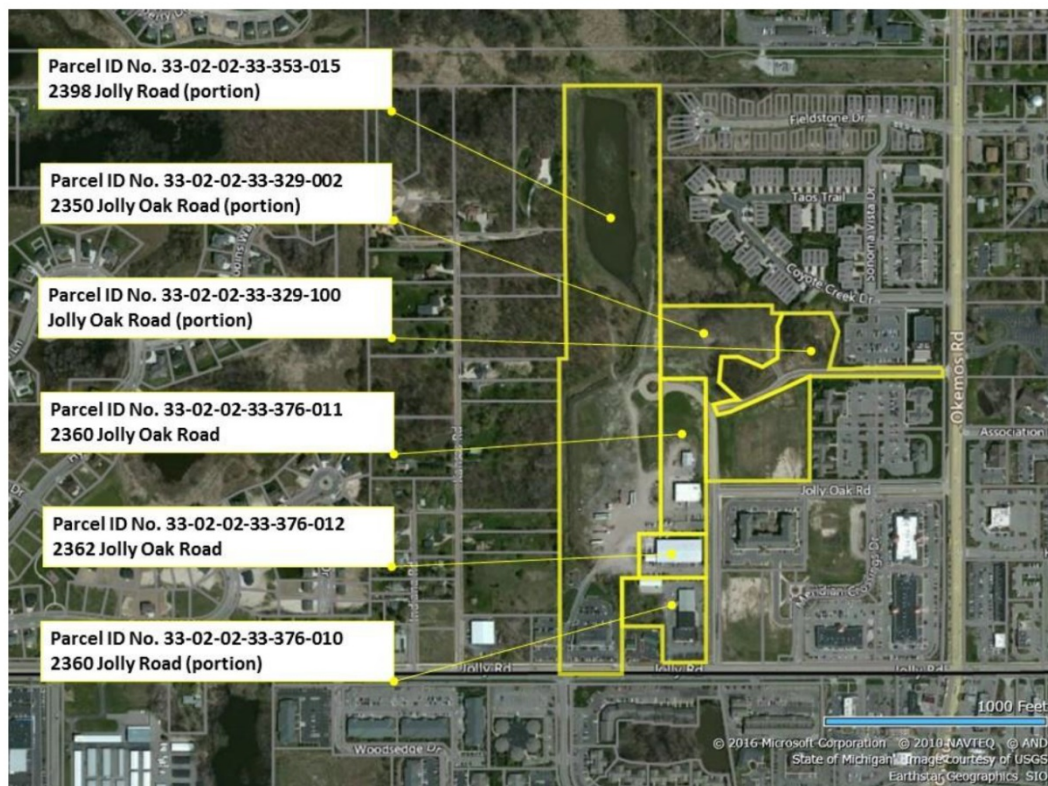
The identification or designation of a developer or proposed use for the Eligible Property that is the subject of this Plan shall not be integral to the effectiveness or validity of this Plan. This Plan is intended to apply to the Eligible Property identified in this Plan and, if tax increment revenues are proposed to be captured from that Eligible Property, to identify and authorize the eligible activities to be funded by such tax increment revenues. Any change in the proposed developer or proposed use of the Eligible Property shall not necessitate an amendment to this Plan, affect the application of this Plan to the Eligible Property, or impair the rights available to the Authority under this Plan.

This Plan is intended to be a living document, which may be modified or amended in accordance with the requirements of Act 381, as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

This Plan contains information required by Section 13(1) of Act 381.



# 1. DESCRIPTION OF THE ELIGIBLE PROPERTY (SECTION 13(1)(H))



The Eligible Property ("Property") consists of all or portion of six parcels located northwest of the intersection of Jolly Road and Jolly Oak Road, Okemos, Meridian Township, Ingham County, Michigan. The Property contains approximately 37.29 acres.

The Property is located in an area of the Meridian Charter Township ("Township") that is characterized by commercial, multi-tenant residential, and recreational properties. A county drain is located on the western and central portions of the Property, which leads to a retention pond located in the northern portion, and the Property is abutted by surface roadways, municipal water, sanitary and storm sewer services, electrical and gas utilities to the south.

The Eligible Property parcels are summarized in the below table. See Exhibit A, Legal Descriptions and Eligible Property Boundary Map. Please note that the Eligible Property in the table below identifies four parcels with a portion of that Tax ID number being included as Eligible Property. As such, the Legal Descriptions and Eligible Property Boundary Map in Exhibit A shall govern as the Eligible Property in this Plan.

<b>Eligible Property</b>		
<b>Address</b>	<b>Tax ID</b>	<b>Basis of Eligibility</b>
2360 Jolly Road (portion)	33-02-02-33-376-010	Adjacent or Contiguous to Facility Property
2398 Jolly Road (portion)	33-02-02-33-353-015	Facility
2350 Jolly Oak Road (portion)	33-02-02-33-329-002	Facility
2360 Jolly Oak Road	33-02-02-333-376-011	Facility
2362 Jolly Oak Road	33-02-02-33-376-012	Facility
Unaddressed parcel on Jolly Oak Road (portion)	33-02-02-33-329-100	Adjacent or Contiguous to Facility Property

The Property consists of six parcels of land. Four of the six parcels are a "facility" as defined by Part 201 of Michigan's Natural Resources and Environmental Protection Act (P.A. 451, as amended). In accordance with Act 381, the remaining two parcels included in this Plan is adjacent or contiguous to the facility-designated properties and is estimated to increase the captured taxable value of the facility-designated parcels. The parcels are located within the boundaries of Meridian Charter Township, Michigan.

As of June 2016 the Property is a Mixed Use Planned Unit Development (MUPUD) that was conditionally zoned Community Service (C-2) Commercial, with a voluntary offer of a condition limiting development to a mixed use planned unit development with restriction of no more than 18 dwelling units per acre as allowed under the density bonus provisions in the mixed use planned unit ordinance. The C-2 zoning district allows for a mixed use planned unit development. Mixture of uses proposed on Property is adequately served by essential public facilities and services, such as police, fire, stormwater drainage, existing roadways, public water, and sanitary sewer. Property was formerly zoned Industrial, Commercial, Residential, Professional and Office and currently contains two industrial/commercial buildings, a tire storage building, and a storage shed. Exterior portions of the Property currently include on the southern portion paved parking and landscaped areas while the eastern and northern portions are grass-covered and wooded land. A county drain is located on the western and central portions of the Property, which leads to a retention pond located in the northern portion.



The Project proposes to redevelop an underutilized property into a contemporary multi-use development. The redevelopment integrates design elements, environmental response activities, and economic development to further goals of the Meridian Charter Township, Ingham County ("IC"), the Michigan Department of Environmental Quality ("MDEQ") and the Michigan Economic Development Corporation ("MEDC"). It will result in: (1) the community and municipal benefits of increased property taxes on the Property; (2) due care and additional response activities that will address the contamination on the Property, reducing the threat to human health and the environment; and (3) a substantial improvement to the appearance and aesthetics of the Property which will assist in increasing the property values of the neighboring community. The overall redevelopment of this site will include lead and asbestos abatement, building demolition and site demolition of the wide-spread fill and debris found across most of the Property, environmental due care and additional response activities, and redevelopment into a mixed-use development project. The applicant has a strong desire to put this Property back to productive use and drastically improve the aesthetics of the area.

The parcel and all tangible real and personal property located thereon will comprise the Eligible Property and is referred to herein as the "Property." Incremental tax revenues resulting from new personal property will be captured if available. Any such funds will be used to reimburse the Authority and Developer for eligible activities, to the extent authorized by this Plan, and an executed reimbursement agreement between the Developer and the Authority.



Bird's Eye Site Plan East Elevation







Bird's Eye East Elevation Market and Mixed Use Commercial and Residential Building



Bird's Eye West Elevation Market and Mixed Use Commercial and Residential Building

## **2. BASIS OF ELIGIBILITY (SECTION 13 (1)(H), SECTION 2 (M)), SECTION 2(R)**

The Property is considered “eligible property” as defined by Act 381, Section 2 because (a) the Property was previously utilized or is currently utilized for a commercial or industrial purpose; (b) four of the six parcels comprised by the Property have been determined to be a “facility”; (c) includes parcels that are adjacent or contiguous to that Property because the development of the adjacent and contiguous parcels is estimated to increase the captured taxable value of that property; and, (d) the Property is in Meridian Charter Township, which is not a qualified local governmental unit.

<b>Eligible Property</b>		
<b>Address</b>	<b>Tax ID</b>	<b>Basis of Eligibility</b>
2360 Jolly Road (portion)	33-02-02-33-376-010	Adjacent or Contiguous to Facility Property
2398 Jolly Road (portion)	33-02-02-33-353-015	Facility
2350 Jolly Oak Road (portion)	33-02-02-33-329-002	Facility
2360 Jolly Oak Road	33-02-02-333-376-011	Facility
2362 Jolly Oak Road	33-02-02-33-376-012	Facility
Unaddressed parcel on Jolly Oak Road (portion)	33-02-02-33-329-100	Adjacent or Contiguous to Facility Property

Exhibit B includes an overview of the environmental conditions on the Property as it is related to its basis of eligibility and inclusion in the Plan. As Eligible Property, the Property is eligible for redevelopment incentives from the Authority.

## **3. SUMMARY OF ELIGIBLE ACTIVITIES AND DESCRIPTION OF COSTS (SECTION 13 (1)(A),(B))**

The “eligible activities” that are intended to be carried out at the Property are considered “eligible activities” as defined by Sec 2 of Act 381, because they include Baseline Environmental Activities (BEA) {Phase I ESA, Phase II ESA, and BEA}, due care activities, additional response activities, lead & asbestos survey and abatement, demolition, and preparation of Brownfield Plan & Act 381 Work Plan. Exhibit B includes an overview of the Brownfield eligible activities that are contemplated for the Property.

A summary of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the Property are shown in the following tables (Tables 1a and 1b).

The Eligible Activities projected in this Plan may switch categories if site or environmental conditions change. If conditions change, an eligible activity may fall under a different category (such as an Environmental or Non-Environmental eligible activity) so long as the Plan does not involve the capture of State School Tax Increment Revenue (i.e., an Act 381 Work Plan). Local-only Tax Capture Plans can adjust between Environmental and Non-Environmental activity categories. Furthermore, for the eligible activities identified in the Plan, the costs of any activities may be adjusted after the date the Plan is approved by the Authority, so long as the costs do not exceed the combined total of all eligible activity costs (combined Environmental and Non-Environmental costs) plus a pro-rata contingency amount (but excluding the interest amount), to the extent that the adjustments do not violate the terms of

any approved documents, such as a Development Reimbursement Agreement, or Public Act 381 of 1996, as amended.

The Developer desires to be reimbursed for the costs of eligible activities. Tax increment revenue generated by the Property will be captured by the Authority and used to reimburse the cost of the eligible activities completed on the Property. Amendments to Act 381 that were signed in to law on December 28, 2012 allow local units of government to approve reimbursement of eligible activities with tax increment revenues attributable to local taxes on any eligible activities conducted on eligible property or prospective eligible properties prior to approval of the Plan, if those costs and the eligible property are subsequently included in an approved Plan. In the event that eligible activities are performed prior to Plan approval, approved eligible activity costs will be reimbursable in accordance with Act 381.

In accordance with this Plan and the associated Development Reimbursement Agreement (the "Agreement") with the Authority, the amount advanced by the Developer will be repaid by the Authority, together with interest at the rate set at 2.5% simple interest (capped at \$300,000), solely from the tax increment revenues realized from the Eligible Property. However, if the actual cost of eligible activities turns out to be lower than the estimates, interest reimbursement may be lower than the capped amount, subject to the 2.5% simple interest calculation.

Year 1 through Year 9 of the Plan's captured tax increment revenues are exclusively for Developer reimbursement. Starting in Year 10, captured tax increment revenues will first be used for Developer reimbursement then to Authority LSRRF deposits. Remaining Authority LSRRF deposits are all made in Year 11 as described in the tables of the Plan. No state school tax capture was assumed to reimburse eligible activity costs in this Plan. The eligible activities identified in the Plan are as a local-only tax capture cost by the Authority, together with the interest rate provided above.

The costs listed in the tables are estimated costs and may increase or decrease depending on the nature and extent of the actual conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues of the Authority from the Property shall be governed by the terms of the Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Agreement.



<b>Table 1a - Itemized Eligible Activities</b>	<b>Eligible Activity Amount Supported in Brownfield Plan</b>	<b>Local Tax Capture (100%)</b>
Baseline Environmental Assessment (BEA) Activities	\$ 49,550	\$ 49,550
Due Care Activities	\$ 392,345	\$ 392,345
Additional Response Activities	\$ 1,673,400	\$ 1,673,400
<b>Totals: Environmental</b>	<b>\$ 2,115,295</b>	<b>\$ 2,115,295</b>
Demolition Activities	\$ 1,017,712	\$ 1,017,712
Lead and Asbestos Abatement Activities	\$ 120,752	\$ 120,752
<b>Totals: Non Environmental</b>	<b>\$ 1,138,464</b>	<b>\$ 1,138,464</b>
Contingency Environmental (up to 15% but capped)*	\$ 130,022	\$ 130,022
Contingency Non-Environmental (up to 15% but capped)*	\$ 69,978	\$ 69,978
Interest (2.50% but capped at \$300,000)	\$ 300,000	\$ 300,000
<b>Sub Total (EAs + Contingencies + Interest)</b>	<b>\$ 3,753,759</b>	<b>\$ 3,753,759</b>
Brownfield Plan	\$ 48,500	\$ 48,500
Local Application Fees	\$ 2,500	\$ 2,500
<b>Totals: Administrative (Brownfield Plan + Work Plan + Application Fees)</b>	<b>\$ 51,000</b>	<b>\$ 51,000</b>
<b>Sub Total (EAs + Contingencies + Interest + Administrative)</b>	<b>\$ 3,804,759</b>	<b>\$ 3,804,759</b>
Brownfield Redevelopment Authority (BRA) Administration	\$ -	\$ -
BRA Local Site Remediation Revolving Fund (LSRRF) (2.50%)	\$ 86,344	\$ 86,344
State of Michigan Brownfield Redevelopment Fund (MBRF)	\$ -	\$ -
<b>Totals: BRA and MBRF</b>	<b>\$ 86,344</b>	<b>\$ 86,344</b>
<b>Grand Total</b>	<b>\$ 3,891,103</b>	<b>\$ 3,891,103</b>

\* Combined Contingency (Environmental and Non-Environmental) capped at \$200,000.

<b>Table 1b - Summary of Eligible Activities</b>	<b>Eligible Activity (Amount Supported in Brownfield Plan)</b>	<b>Number of Years to Reimburse EA Amount</b>
Total Local Taxes to Developer Eligible Activities, Contingency and Interest	\$ 3,804,759	10
Total Local Taxes to BRA Eligible Activities, Contingency and Interest	\$ -	-
<b>Total Local Tax Capture Eligible Activities, Contingency and Interest</b>	<b>\$ 3,804,759</b>	<b>-</b>
Total Local Taxes to BRA Administration	\$ -	-
Total Local Taxes to Local Site Remediation Revolving Fund (LSRRF)	\$ 86,344	1
<b>Total Local Taxes to BRA</b>	<b>\$ 86,344</b>	<b>-</b>
Total School Taxes to Developer Eligible Activities and Interest	\$ -	-
Total School Taxes to BRA Eligible Activities and Interest	\$ -	-
Total School Taxes to State of Michigan Brownfield Redevelopment Fund (MBRF)	\$ -	-
<b>Total School Tax Capture Eligible Activities</b>	<b>\$ -</b>	<b>-</b>
<b>Total Capture by BRA</b>	<b>\$ 86,344</b>	<b>11</b>
<b>Total Capture by Developer</b>	<b>\$ 3,804,759</b>	
<b>Total Capture by State of Michigan Brownfield Redevelopment Fund (MBRF)</b>	<b>\$ -</b>	<b>-</b>

#### 4. CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUES (SECTION 13(1)(C))

This Plan anticipates the capture of tax increment revenues to reimburse the Developer for the costs of eligible activities under this Plan in accordance with the Agreement. The initial taxable value (base year) of the Property shall be determined by the use of tax year 2016 tax values. Tax increment revenue capture will begin when tax increment is generated by redevelopment on the Property; this is expected to begin in 2018 (first year of capture). Estimates project that the Authority is expected to capture the tax increment revenues from 2018 through 2028 which will be generated by the increase in taxable value. The following table provides a summary of the captured incremental taxable values and tax increment

revenues captured which it will provide after completion of the redevelopment projects. In addition, detailed tables of estimated tax increment revenues to be captured is attached to this Plan as Exhibit C, Table 4 - Tax Increment Financing Estimates. Year 1 through Year 9 of the Plan's captured tax increment revenues are exclusively for Developer reimbursement. Starting in Year 10, captured tax increment revenues will first be used for Developer reimbursement then to Authority LSRRF deposits. Remaining Authority LSRRF deposits are all made in Year 11 as described in the tables of the Plan.

The captured incremental taxable value and associated tax increment revenue will be based on the actual increased taxable value from all taxable improvements (both real and personal property) on the Property set through the property assessment process by the local unit of government and equalized by the County. The actual increased taxable value of the land and all future taxable improvements on the Property may vary. Furthermore, the amount of tax increment revenue available under this Plan will be based on the actual millage levied annually by each taxing jurisdiction on the increase in tax value resulting from the redevelopment Project that is eligible and approved for capture.

<b>Table 2 - Captured Incremental Taxable Values &amp; Tax Increment Revenues Captured</b>		
<b>Tax Year</b>	<b>Captured Incremental Taxable Values</b>	<b>Tax Increment Revenues Captured</b>
2016 - Base Year	\$ -	\$ -
2017	\$ -	\$ -
2018 - Start of Tax Capture	\$ 7,171,404	\$ 180,291
2019	\$ 7,284,955	\$ 183,145
2020	\$ 7,400,210	\$ 186,043
2021	\$ 17,773,694	\$ 446,835
2022	\$ 18,046,280	\$ 453,688
2023	\$ 18,322,955	\$ 460,643
2024	\$ 18,603,780	\$ 467,703
2025	\$ 18,888,817	\$ 474,869
2026	\$ 19,178,130	\$ 482,143
2027	\$ 19,471,782	\$ 489,525
2028	\$ 19,769,840	\$ 497,018
<b>Total</b>	<b>-</b>	<b>\$ 4,321,903</b>
Surplus revenue returned to the applicable Taxing Jurisdictions on a pro-rata basis		\$ 430,800
<b>Total Tax Increment Revenues Captured</b>		<b>\$ 3,891,103</b>

## **5. METHOD OF BROWNFIELD PLAN FINANCING (SECTION 13(1)(D))**

Eligible activities are to be financed by the Developer. The Developer will be reimbursed for eligible costs as listed in Tables 1a and 1b above. The current estimated amount of capture used to reimburse the Developer and Authority for costs in this Plan is \$3,804,759.

All reimbursements authorized under this Plan shall be governed by the Agreement. The Authority shall not incur any note or bonded indebtedness to finance the purposes of this Plan. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the Authority to fund such reimbursements and does not obligate the Authority or the Township to fund any reimbursement or to enter into the Agreement providing for the reimbursement of any costs for which tax increment revenues may be captured under this Plan, or which are permitted to be reimbursed under this Plan. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Agreement contemplated by this Plan.

The Authority anticipates collecting \$2,500 in application costs under this Plan. In addition, the Authority anticipates depositing \$86,344 of local captured taxes into its LSRRF under this Plan. LSRRF costs are reflective of the redevelopment Project being completed and all eligible activities are incurred as summarized in Table 1a.

## **6. AMOUNT OF NOTE OR BONDED INDEBTEDNESS INCURRED (SECTION 13(1)(E))**

The Authority will not incur a note or bonded indebtedness for this Brownfield Project under this Plan.

## **7. DURATION OF THE BROWNFIELD PLAN AND EFFECTIVE DATE (SECTION 13(1)(F))**

In no event shall the duration of the Plan exceed 35 years following the date of the resolution approving the Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (4) and (5) of Section 13 of Act 381 or 30 years. The Property will become a part of this Plan on the date this Plan is approved by the Ingham County Board of Commissioners ("ICBOC"). The date of tax capture shall commence during the year construction begins but no earlier than 2018 or the immediate following year—as increment revenue becomes available, but the beginning date of tax increment revenues capture shall not exceed five years beyond the date of the governing body resolution approving the Plan.

## **8. ESTIMATED IMPACT ON TAXING JURISDICTIONS (SECTION 13(1)(G), SECTION 2(E))**

The following table presents a summary of the impact to taxing jurisdictions (if the redevelopment Project is completed).



Table 3 - Impact to Taxing Jurisdictions			
Taxing Unit	Incremental Taxes Paid	Taxes Returned to Taxing Unit	Impact to Taxing Jurisdiction
<b>MERIDIAN CHARTER TOWNSHIP</b>	-	-	-
Operating	\$ 722,064	\$ 234,497	\$ 487,568
Parks/Recreation (2004)	\$ 54,496	\$ 17,698	\$ 36,798
Pathways	\$ 47,688	\$ 15,487	\$ 32,201
CATA Redi Ride	\$ 34,382	\$ 11,166	\$ 23,216
Fire Protection	\$ 110,110	\$ 35,759	\$ 74,351
Police Protection	\$ 104,522	\$ 33,945	\$ 70,578
Land Preservation	\$ 56,731	\$ 18,424	\$ 38,307
Community Services	\$ 25,787	\$ 8,374	\$ 17,412
Local Roads	\$ 42,978	\$ 13,957	\$ 29,020
Parks/Recreation (2014)	\$ 114,614	\$ 37,222	\$ 77,392
Debt	\$ 34,382	\$ 34,382	\$ -
<i>Subtotal</i>	<i>\$ 1,347,754</i>	<i>\$ 460,911</i>	<i>\$ 886,843</i>
<b>INGHAM COUNTY</b>	-	-	-
County Operating	\$ 1,091,847	\$ 354,587	\$ 737,260
Indigent Veterans Relief Fund	\$ 5,673	\$ 1,842	\$ 3,831
Potter Park Zoo	\$ 70,484	\$ 22,890	\$ 47,594
Public Transportation	\$ 20,629	\$ 6,700	\$ 13,930
Special Transportation	\$ 82,518	\$ 26,798	\$ 55,719
911 System	\$ 144,939	\$ 47,070	\$ 97,869
Juvenile Justice	\$ 103,147	\$ 33,498	\$ 69,649
Farmland Preservation	\$ 24,068	\$ 7,816	\$ 16,251
Health Services	\$ 60,169	\$ 19,540	\$ 40,629
Parks/Trails	\$ 85,956	\$ 27,915	\$ 58,041
<i>Subtotal</i>	<i>\$ 1,689,429</i>	<i>\$ 548,657</i>	<i>\$ 1,140,772</i>
<b>Capital Region Airport Authority - CRAA</b>	\$ 120,166	\$ 39,025	\$ 81,141
<b>Capital Area Transportation Authority - CATA</b>	\$ 516,939	\$ 167,880	\$ 349,059
<b>LIBRARY</b>	-	\$ -	-
Capital Area District Library - CADL	\$ 268,182	\$ 87,095	\$ 181,088
<b>INTERMEDIATE SCHOOL DISTRICTS (ISD)</b>	-	\$ -	-
RESA Operating	\$ 32,560	\$ 10,574	\$ 21,986
RESA Special Education	\$ 774,669	\$ 251,581	\$ 523,089
RESA Vocational Education	\$ 222,196	\$ 72,160	\$ 150,036
<b>COMMUNITY COLLEGE</b>	-	\$ -	-
Lansing Community College - LCC	\$ 654,503	\$ 212,555	\$ 441,947
<b>LOCAL SCHOOL MILLAGES: excludes State School millages</b>	-	\$ -	-
School Debt	\$ 1,203,383	\$ 1,203,383	\$ -
School Building and Site ("Sinking Fund" millage available for tax capture)	\$ 170,519	\$ 55,378	\$ 115,142
<i>Subtotal</i>	<i>\$ 3,963,118</i>	<i>\$ 2,099,631</i>	<i>\$ 1,863,487</i>
<b>STATE SCHOOL MILLAGES: excludes Local School millages</b>	-	-	-
State Education Tax - SET	\$ 1,031,471	\$ 1,031,471	\$ -
Local School Operating - LSO (18 mills for Real Property; only 6 mills for Personal Property)	\$ 3,094,413	\$ 3,094,413	\$ -
<i>Subtotal</i>	<i>\$ 4,125,884</i>	<i>\$ 4,125,884</i>	<i>\$ -</i>
<b>Totals</b>	<b>\$11,126,186</b>	<b>\$ 7,235,084</b>	<b>\$ 3,891,103</b>
<b>Total Tax Increment Revenues Captured</b>			<b>\$ 3,891,103</b>

Additional information related to the impact of tax increment financing on the various taxing jurisdictions is presented Exhibit C, Table 4.

#### **9. DISPLACEMENT OF PERSONS (SECTION 13(1)(I-L))**

Limited commercial tenant leases are residing on the Property and the other buildings are vacant, however prior to construction, the Property will become vacant and there will be no persons or businesses residing on the Property. Additionally, no occupied residences will be acquired or cleared; therefore there will be no displacement or relocation of persons or businesses under this Plan.

#### **10. AUTHORITY REVOLVING FUND (SECTION 8; SECTION 13(1)(M))**

The Authority has established a LSRRF. The Authority will capture incremental local taxes to fund the LSRRF in Years 10 and 11, to the extent allowed by law. The LSRRF will capture an amount equal to 2.5% of the eligible activity amount reimbursed to the Developer and captured in Years 10 and 11 (see Table 4d for LSRRF distribution). The funds will be used in a manner consistent with the requirements of Act 381 of 1996, as amended ("the Act"). The Authority anticipates depositing \$86,344 of local captured taxes into its LSRRF if the redevelopment Project is completed and all eligible activities are incurred as summarized in Table 1a.

#### **11. OTHER INFORMATION (SECTION 8; SECTION 13(1)(N))**

The Authority and the ICBOC, in accordance with the Act, may amend this Plan in the future in order to fund additional eligible activities associated with the Project described herein.

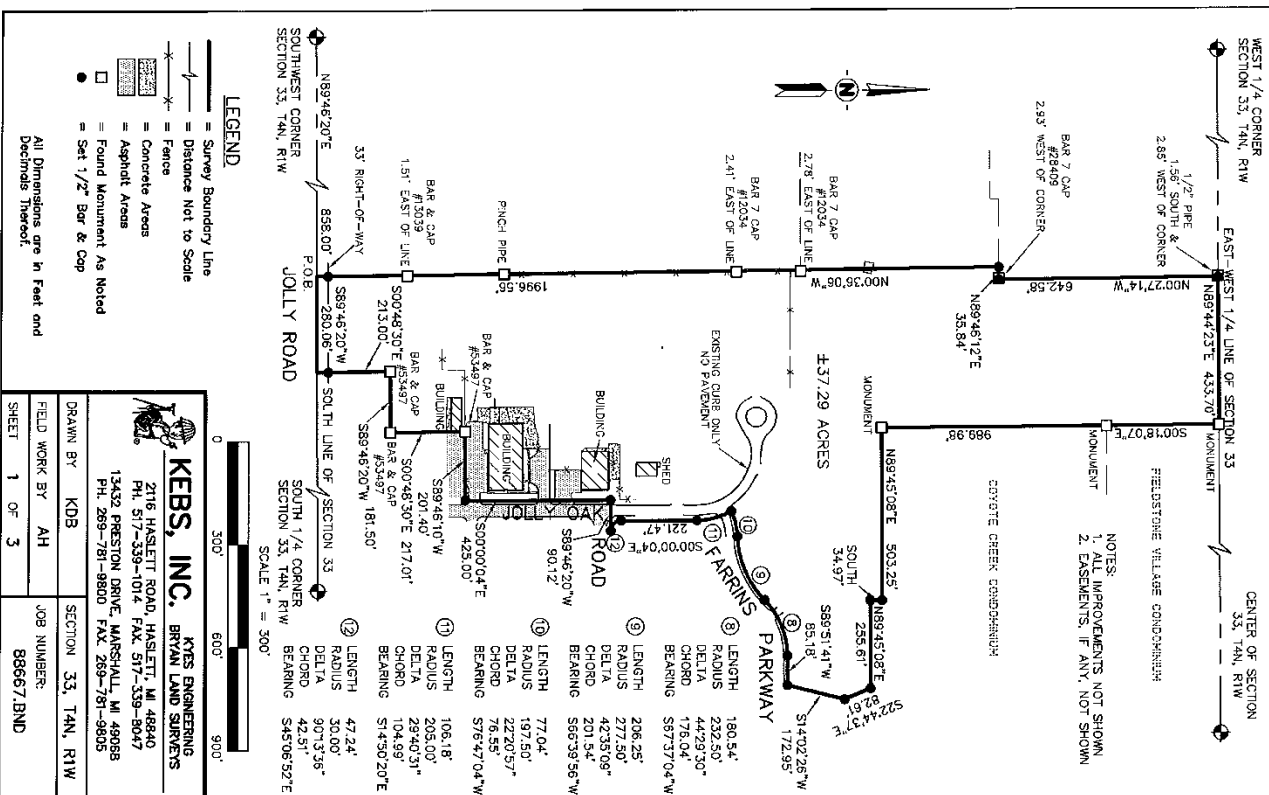
**Exhibit A**

**Legal Description  
And  
Eligible Property Boundary Map**

OVERALL FINAL BOUNDARY LEGAL DESCRIPTION OF PROJECT AREA:

A parcel of land in the Southwest 1/4 of Section 33, T4N, R1W, Meridian Township, Ingham County, Michigan, the boundary of said parcel described as: Commencing at the Southwest corner of said Section 33; thence N89°46'20"E along the South line of said Section 33 a distance of 858.00 feet to the point of beginning of this description; thence N00°36'06"W parallel with the West line of Section 33 a distance of 1996.56 feet; thence N89°46'12"E 35.84 feet; thence N00°27'14"W 642.58 feet to the East-West 1/4 line of said Section 33; thence N89°44'23"E along said East-West 1/4 line 433.70 feet to the West line of Fieldstone Village Condominium, Subdivision Plan No. 184, Ingham County Records; thence S00°18'07"E along said West line and the West line of Coyote Creek Condominium, Subdivision Plan No. 82, Ingham County Records, a distance of 989.98 feet; thence along the South line of said Coyote Creek Condominium the following three courses: N89°45'08"E 503.25 feet, South 34.97 feet and N89°45'08"E 255.61 feet to the Westerly line of Unit 1 of Okemos Pointe Office Park Condominium, Subdivision Plan No. 267, Ingham County Records; thence along said Westerly line the following two courses: S22°44'37"E 82.61 feet and S14°02'26"W 172.95 feet to the North line of Farrins Parkway; thence along said North line the following four courses: S89°51'41"W 85.18 feet, Southwesterly 180.54 feet on a curve to the left, said curve having a radius of 232.50 feet, a delta angle of 44°29'30" and a chord length of 176.04 feet bearing S67°37'04"W, Southwesterly 206.25 feet on a curve to the right, said curve having a radius of 277.50 feet, a delta angle of 42°35'09" and a chord length of 201.54 feet bearing S66°39'56"W and Southwesterly 77.04 feet on a curve to the left, said curve having a radius of 197.50 feet, a delta angle of 22°20'57" and a chord length of 76.55 feet bearing S76°47'04"W to the East line of Water Lily Way; thence along said East line the following three courses: Southeasterly 106.18 feet on a curve to the right, said curve having a radius of 205.00 feet, a delta angle of 29°40'31" and a chord length of 104.99 feet bearing S14°50'20"E, S00°00'04"E 221.47 feet and Southeasterly 47.24 feet on a curve to the left, said curve having a radius of 30.00 feet, a delta angle of 90°13'36" and a chord length of 42.51 feet bearing S45°06'52"E to the North line of Jolly Oak Road; thence S89°46'20"W along the extension of said North line 90.12 feet to the West line of Jolly Oak Road; thence S00°00'04"E along said West line 425.00 feet; thence S89°46'10"W 201.40 feet; thence S00°48'30"E along the West line of Lots 1 and 2 of the plat of "Jolly-Okemos Industrial Park" as recorded in Liber 27 of Plats, Pages 20-21, Ingham County Records 217.01 feet; thence S89°46'20"W parallel with said South section line 181.50 feet; thence S00°48'30"E along a line parallel with said West line of Lots 1 and 2 a distance of 213.00 feet to said South line; thence S89°46'20"W along said South line 280.06 feet to the point of beginning; said parcel containing 37.29 acres, more or less, subject to all right-of-way for road purposes; said parcel subject to all easements and restrictions if any.

# CERTIFIED BOUNDARY SURVEY



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**Exhibit B**  
**Basis of Brownfield Eligibility**  
**Supportive Environmental and Non-Environmental Information**

**EXHIBIT B**  
**Basis of Brownfield Eligibility**  
**Supportive Environmental and Non-Environmental Information**  
**As of October 4, 2016**

**A. PROPERTY INFORMATION**

The Subject Property is comprised of two full parcels and a portion of four additional parcels, as summarized below:

- 2360 Jolly Road (portion) – Tax ID #33-02-02-33-376-010;
- 2398 Jolly Road (portion) – Tax ID #33-02-02-33-353-015;
- 2350 Jolly Oak Road (portion) – Tax ID #33-02-02-33-329-002;
- 2360 Jolly Oak Road – Tax ID #33-02-02-33-376-011;
- 2362 Jolly Oak Road – Tax ID #33-02-02-33-376-012; and
- Jolly Oak Road (portion) – Tax ID #33-02-02-33-329-100.

**B. HISTORY**

According to historical documents summarized in a Phase I Environmental Site Assessment (ESA) prepared by SME on January 25, 2016, on behalf of Okemos Pointe, LLC prior to their acquisition of the Property, the Property is currently developed with three, single-story buildings and gravel and vegetated areas, since The buildings were reportedly constructed in the 1950s and 1970s. The Property is currently, and has historically been, leased by multiple parties.

Historical uses of the Property include metal welding and cutting, storage of industrial waste related to manufacturing operations, multiple commercial trucking operations, including an on-site petroleum product storage and dispensing area, a dairy cattle supply company, an industrial recycling company, and an automobile manufacturing operation. Fueling operations ceased in the mid-1990s.

**C. ENVIRONMENTAL FINDINGS**

**Phase I ESA Findings – January 2016**

SME conducted a Phase I ESA of the Property in conformance with the scope and limitations of ASTM International (ASTM) Standard Practice E 1527-13. The assessment revealed the following recognized environmental concerns (RECs) in connection with the Property:

- The potential for undetected and/or unreported releases of hazardous substances and/or petroleum products associated with the following historical operations on the Property:
  - metal welding and fabricating;
  - molding and painting of plastic;
  - accumulation, transfer, and storage of waste oil, paint and solvents;
  - vehicle service;
  - gasoline and diesel storage and fueling;
  - storage of construction equipment and construction yard operations; and

- placement and storage of fill material on the Property.
- The potential presence of hazardous substances and/or petroleum products in the area of the septic systems (septic tanks and drain fields) associated with the chemical usage at the 2360 and 2362 Jolly Oak Road buildings.
- The potential for a release of hazardous substances and/or petroleum products associated with odors noted in soil at a geotechnical soil boring previously completed by SME on the eastern portion of the Property.

The potential for migration of undetected and/or unreported releases of hazardous substances and/or petroleum products from the south-adjointing vehicle service sites (2360 and 2380 Jolly Road).

#### **Phase II ESA Findings – March 2016**

SME conducted soil sampling, temporary monitoring well installation and groundwater sampling, and soil gas sampling on February 10 and February 11, 2016, to further evaluate the RECs identified during the Phase I ESA, and evaluate the potential for environmental impacts resulting from historical Property uses. The findings of the Phase II ESA are presented in a baseline environmental assessment (BEA) report prepared by SME, dated March 29, 2016. A summary of the sampling activities and findings is provided below. The sample locations are shown on Figure 1.

SME advanced 20 soil borings (SB1 through SB20), installed 10 temporary monitoring wells (SB1, SB2, SB3, SB4, SB6, SB7, SB8, SB9, SB17 and SB18), and installed 6 soil gas sampling implants (SG1 through SG6). SME collected and analyzed 21 soil samples, 9 groundwater, and 6 soil gas samples for one or more of the following constituents: volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), polychlorinated biphenyls (PCBs), the Michigan 10 metals, which include arsenic, barium, cadmium, copper, chromium, lead, mercury, selenium, silver and zinc.

The measured concentrations of arsenic, ethylbenzene, naphthalene, selenium, tetrachloroethylene, 1,2,3-trimethylbenzene, 1,2,4-trimethylbenzene, 1,3,5-trimethylbenzene, and/or xylenes were above the Part 201 generic residential criteria in one or more soil samples. The measured concentrations of arsenic, lead, and/or tetrachloroethylene were above the Part 201 generic residential criteria in one or more groundwater samples. Lastly, the measured concentration of trichloroethene was above the residential sub-slab soil gas screening levels in one soil gas sample (SG3).

Environmental impact was identified in subsurface fill material, which was observed at depths ranging from 2.5 to 10.5 feet below ground surface. The following attached tables identify the analytical findings of the initial sampling activities:

- Table 1: Summary of Analysis Results – Soil
- Table 2: Summary of Analysis Results – Groundwater



- Table 3: Summary of Analysis Results – Soil Gas

Four of the six parcels meet the definition of a “facility”, as defined in Part 201 of the Natural Resources and Environmental Protection Act (NREPA), Public Act 451 of 1994, as amended (Part 201); therefore, based upon the environmental findings to date, the Eligible Property determination is as follows:

<b>Eligible Property</b>		
<b>Address</b>	<b>Tax ID</b>	<b>Basis of Eligibility</b>
2360 Jolly Road (portion)	33-02-02-33-376-010	Adjacent or Contiguous to Facility Property
2398 Jolly Road (portion)	33-02-02-33-353-015	Facility
2350 Jolly Oak Road (portion)	33-02-02-33-329-002	Facility
2360 Jolly Oak Road	33-02-02-333-376-011	Facility
2362 Jolly Oak Road	33-02-02-33-376-012	Facility
Unaddressed parcel on Jolly Oak Road (portion)	33-02-02-33-329-100	Adjacent or Contiguous to Facility Property

Please refer to the legal description for the boundaries of the Property.

#### **Supplemental Phase II ESA and Due Care Evaluation – May and July 2016**

SME conducted supplemental Phase II ESA and due care evaluation activities in May and July 2016 to further evaluate the potential for environmental impacts in the fill materials. Sample locations for the investigation were selected based on the following rationale:

- 1) characterize areas of the Property not evaluated during the previous Phase II ESA,
- 2) characterize areas of the Property where development plans include subsurface excavation and/or earthwork (e.g. future building locations), and
- 3) further evaluate areas where concentrations of soil, groundwater and/or soil gas may represent due care issues.

SME advanced 30 additional soil borings (SB101 through SB126 and SB201 through SB204), installed 6 temporary monitoring wells (SG804, SG805, and SB201 through SB204) and installed 13 soil gas sampling implants (SG301 through SG308 and SG801 through SG805). SME collected and analyzed 43 soil samples, 6 groundwater, and 13 soil gas samples for VOCs and/or Michigan 10 metals.

The measured concentrations of arsenic and or selenium were above the Part 201 generic residential criteria in one or more soil samples. The measured concentration of trichloroethene was above the residential sub-slab soil gas screening levels in one soil gas sample (SG302).

Environmental impact was identified in subsurface fill material, which was observed at depths ranging from 2.5 to 8.0 feet below ground surface. The following attached tables identify the analytical findings of the supplemental sampling activities:

- Table 4: Summary of Analysis Results – Soil
- Table 5: Summary of Analysis Results – Groundwater
- Table 6: Summary of Analysis Results – Sub-Slab Soil Gas
- Table 7: Summary of Analysis Results – Deep Soil Gas

#### **D. OTHER FINDINGS**

In addition to the Property being a “facility” (contaminated), approximately 160,000 tons of fill are estimated to exist. To further investigate the aforementioned fill, a geotechnical investigation was conducted by SME on August 20, 2015. These investigations found that the fill is unstable and non-indigenous. An additional geotechnical investigation was conducted in May 2016. As a result of the previous studies, including environmental work, significant subsurface fill was identified across the Property. Subsurface fill material was encountered at depths ranging from approximately 2.5 feet to 10.5 feet below ground surface. It is anticipated, based upon the site topography, that areas may exist with extensive fill beyond 10.5 feet below ground surface. Additionally, existing site improvements from past operations remain on the Property from surface concrete pavement, bollards and loading/storage areas, and former foundations and partial building remnants. The approximate extent of fill material is shown on Figure 2. The remaining site conditions and presence of fill may have been the impediment to redevelopment in the past.

#### **E. BROWNFIELD ELIGIBLE ACTIVITIES**

The Property meets the definition of a “facility” due to the presence of contaminated soil and groundwater on the Property. Vapor intrusion, due to contaminated soil gas, was also identified as an environmental concern. Geotechnical investigations have confirmed the presence of unstable, non-indigenous urban fill material depths of at least 10.5 feet below ground surface. The fill material is ubiquitous across the majority of the Property. The presence of organic material beneath the fill has also been identified in a portion of the Property but is not included as a Brownfield condition and as such is not part of this Brownfield Plan.

The goal of the project is to use Brownfield tax increment financing to address contaminated soil, groundwater, and soil gas and the associated due care obligations. Removal or management of environmental impacts on the Property will improve site conditions that have historically prevented redevelopment of the Property, and allow the developer to proceed with the proposed redevelopment project.

Figure 2 depicts the primary Brownfield Condition Areas being addressed and managed as a part of the Brownfield Plan approach to allow for the redevelopment of the site as proposed. The Brownfield Condition Areas depicted are as follows with the identified color designation:

- Approximate Area of Urban or Historic Fill/Debris (green line)
- Approximate Area of Contaminated Urban or Historic Fill/Debris (pink line)
- Approximate Area of Volatile Organic Compound (VOC) Contamination (yellow-shaded area)

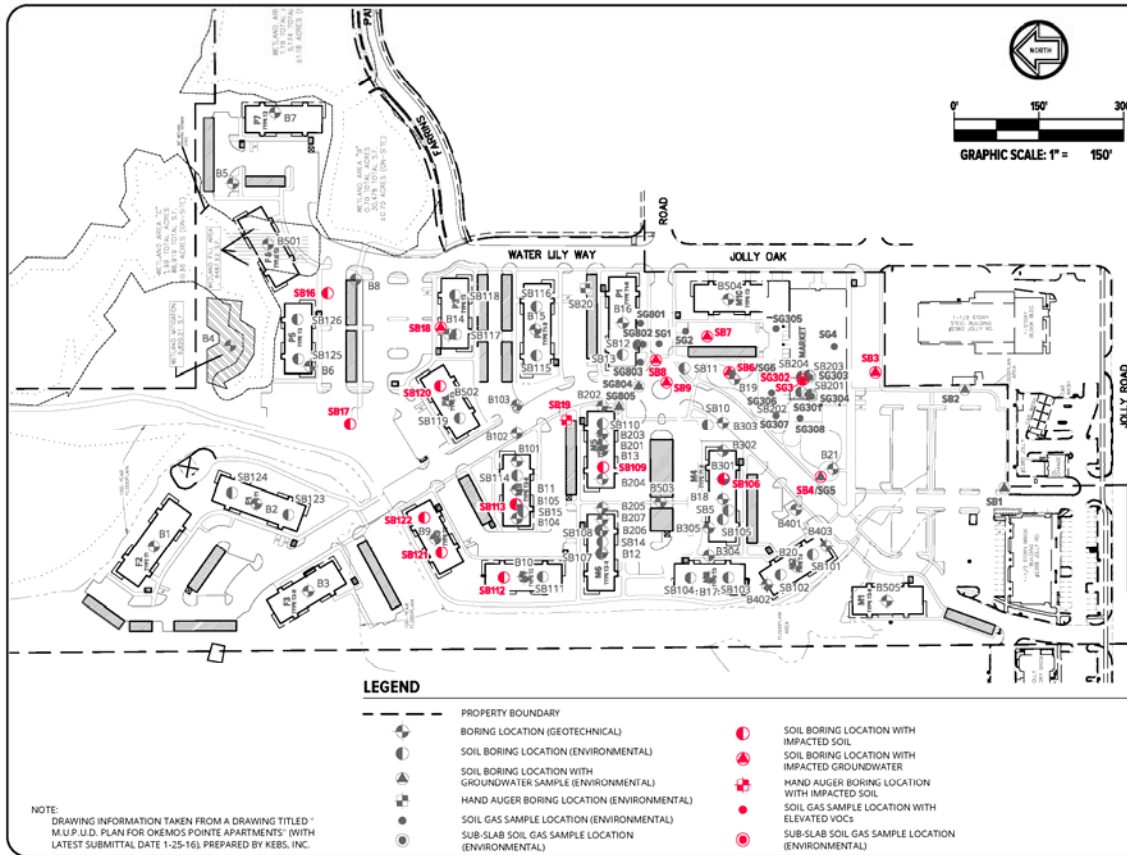
Eligible environmental activities will include Baseline Environmental Activities (BEA) {Phase I ESAs, Phase II ESAs, and BEA Reports}, Due Care Activities {Due Care Plans and Activities}, potential Additional Response Activities, and Brownfield Plan/Work Plan preparation. A preliminary list of anticipated eligible activities is provided below. Additional eligible activities may be identified at a later date.

- asbestos and lead-based paint survey & abatement;
- site demolition (including transport and off-site disposal of the urban or historic fill/debris;
- building demolition (interior, part and whole buildings);
- placement of engineered fill in areas associated with urban or historic fill/debris, removal of contaminated urban or historic fill/debris and environmentally impacted (contaminated) petroleum/chlorinated solvent areas;
- survey for environmentally impacted (contaminated) material and fill repurposing;
- material management (soil and groundwater); and
- additional response activities may be conducted which could consist of the:
  - installation of a soil gas vapor mitigation system (this environmental concern is under further evaluation);
  - excavation/dewatering, trucking and disposal or treatment of environmentally impacted (contaminated) petroleum material (soil and groundwater); and
  - excavation, trucking and disposal when needed to a Type II landfill non-repurposed environmentally impacted (contaminated) urban or historic fill/debris.

The approach is to perform site demolition activities through material management (excavation/pulverize/repurpose) all possible material (for example any concrete, block, brick, where present) encountered. Removal of fill materials will consist of on-site management and re-use, where feasible, and/or excavation, transportation and disposal at a licensed, Type II landfill (environmental activity). Excavated fill and debris areas will be replaced with repurposed materials and imported, compacted engineered fill to “green” the

Property and allow for construction by bring the Property back up to a buildable condition after demolition activities. Material testing during repurposing operations and backfilling will be conducted. Project management both on-site and off-site will be completed to appropriately oversee activities including: planning, evaluation & supervision; eligible activity compliance such as bid specifications, eligible activity tracking and supervision, and construction management.

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LEGEND

- PROPERTY BOUNDARY
- BORING LOCATION (GEOTECHNICAL)
- SOIL BORING LOCATION (ENVIRONMENTAL)
- SOIL BORING LOCATION WITH GROUNDWATER SAMPLE (ENVIRONMENTAL)
- HAND AUGER BORING LOCATION (ENVIRONMENTAL)
- SOIL GAS SAMPLE LOCATION (ENVIRONMENTAL)
- SUB-SLAB SOIL GAS SAMPLE LOCATION (ENVIRONMENTAL)
- SOIL BORING LOCATION WITH IMPACTED SOIL
- SOIL BORING LOCATION WITH IMPACTED GROUNDWATER
- HAND AUGER BORING LOCATION WITH IMPACTED SOIL
- SOIL GAS SAMPLE LOCATION WITH ELEVATED VOCs
- SUB-SLAB SOIL GAS SAMPLE LOCATION (ENVIRONMENTAL)

NOTE:  
DRAWING INFORMATION TAKEN FROM A DRAWING TITLED "M.U.P.U.D. PLAN FOR OKEMOS POINTE APARTMENTS" (WITH LATEST SUBMITTAL DATE 1-25-16). PREPARED BY KEBB, INC.



0' 150' 300'  
GRAPHIC SCALE: 1" = 150'



Project  
**OKEMOS POINTE APARTMENTS**

Project Location  
**MERIDIAN TOWNSHIP, MICHIGAN**

Sheet Name  
**SOIL BORING AND ENVIRONMENTAL SAMPLING LOCATION DIAGRAM**

No.	Revision Date

Date  
**9-29-16**

CADD  
**JAB**

Designer  
**MAV**

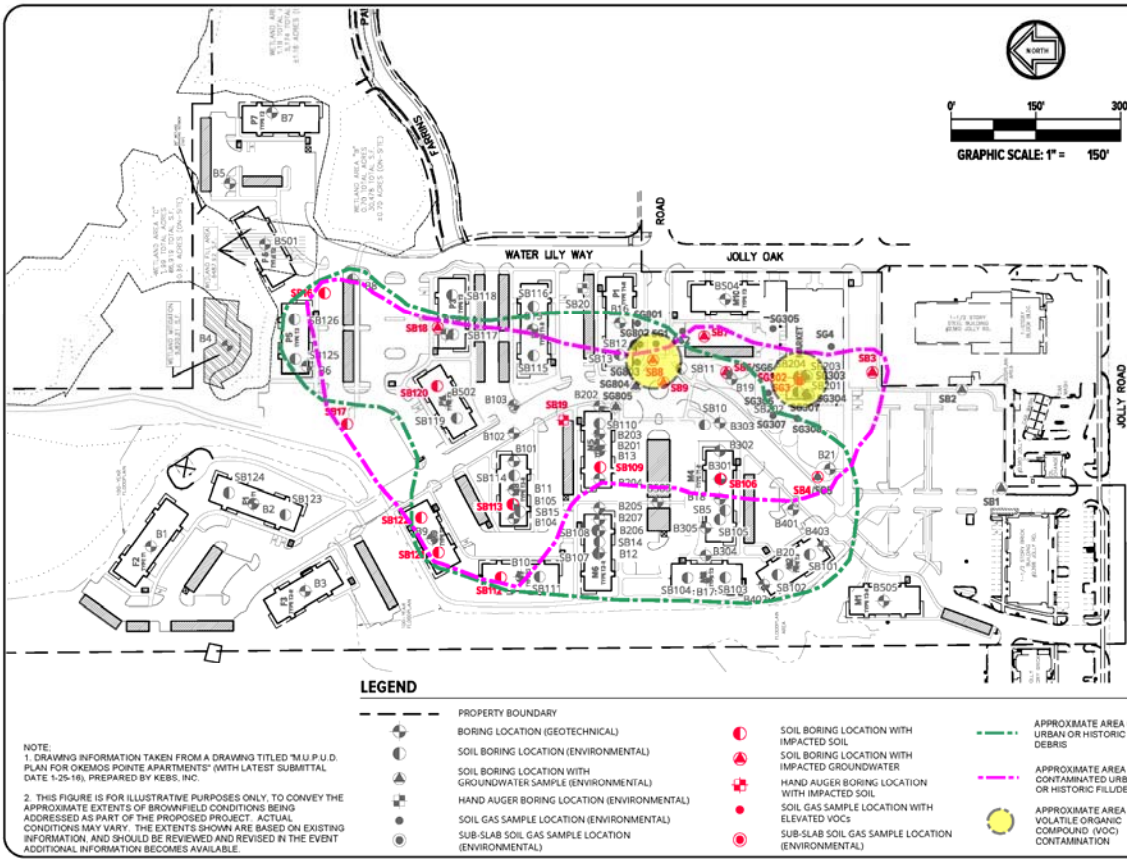
Scale  
**1" = 150'**

Project  
**073348.04**

Figure No.  
**1**

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Project  
**OKEMOS POINTE APARTMENTS**

Project Location  
**MERIDIAN TOWNSHIP, MICHIGAN**

Sheet Name  
**BROWNFIELD CONDITION AREAS**

No.	Revision Date

Date  
**9-29-16**

CADD  
**JAB**

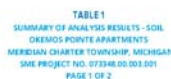
Designer  
**MAV**

Scale  
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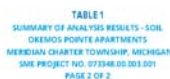
Project  
**073348.04**

Figure No.  
**2**

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Abbreviations:  
 1. Concentrations reported in micrograms per milligram (log).  
 2. Analytic results were completed in December 2013. 2013 Promulgated Cleanup Criteria, C-209-66, Table 2, Soil Remediation.  
 3. Results given that reporting limit is shown in BOLD. Results exceeding one or more criteria are shaded, as are the reporting limits.  
 4. **NA** = Not available or not applicable.  
 5. **C** = Criterion is specific to individual chemicals.  
 6. **MSL** = Analytical result was below the laboratory reporting limit.  
 7. **C** = insufficient data to determine.  
 8. **NA** = Not available or not applicable.  
 9. **MSL** = Not evaluated.  
 10. **NA** = Not likely to reach under most soil conditions.  
 11. **C** = GSI Proportion was calculated for the indicated metals using the MDEQ's spreadsheet for calculating GSI. A default value of 0.0001 was used for the GSI Proportion, unless otherwise specified according to the protection or prevention goals.  
 12. **NA** = The respective criterion was below the Statewide Default Background Level (SDBL) and, therefore, the value did not apply.  
 13. **C** = Total chromium results compared to Inland chromium criteria because the treatment chromium was analyzed and not the total chromium. Chromium is not listed on the SDGRI to be listed on the SDGRI to be listed on the SDGRI to be listed on the SDGRI.





TABLE 2  
SUMMARY OF ANALYSIS RESULTS - GROUNDWATER  
OKEMOS POINT APARTMENTS  
MERIDIAN CHARTER TOWNSHIP, MICHIGAN  
SME PROJECT NO. 073343.00 003.001  
PAGE 1 OF 1

Part 201 Residential Generic Cleanup Criteria				CHEMICAL ANALYSIS RESULTS																			
				Sample Identification																			
				Screened Interval (Depth in feet)																			
				Data Collected																			
				Parcel Identification																			
CONSTITUENT	Chemical Abstract Service Number	Drinking Water Criteria	Groundwater Surface Water Interface Criteria	Groundwater Volatilization to Indoor Air Inhalation Criteria	S01-W	S02-W	S04-W	S07-W	S07-W Duplicate Groundwater	S07-W	S08-W	S09-W	S09-W	S09-W	S03-W	TRIP BLANK	FIELD BLANK	TRIP BLANK 2	EQUIPMENT BLANK				
					9 - 14	9 - 14	9 - 14	10 - 15	10 - 15	5 - 10	9 - 14	7 - 12	7 - 12	10 - 15	-	-	-	-	-	-	-		
					02/10/16	02/11/16	02/10/16	02/10/16	02/10/16	02/11/16	02/11/16	02/11/16	02/10/16	02/10/16	02/11/16	02/10/16	02/11/16	02/11/16	02/11/16	02/10/16	02/11/16	02/11/16	02/11/16
					Portion of 2360 Jolly Road					Portion of 2398 Jolly Road					2368 Jolly Oak Road					2362 Jolly Oak Road			
VOCs																							
1,1,2-Trichloroethane	156-55-2	20	520	50,000	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	10	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0				
1,2-Dichloroethane	105-41-4	74	18	110,000	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	3.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0				
1,4-Dichloroethane	105-46-1	80	10	10	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0				
1,2,4-Trichloroethane	127-18-4	5	20	20,000	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	22	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0				
1,2-Dichlorobenzene	95-50-2	760	270	530,000	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	1.7	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0				
1,1,1-Trichloroethane	72-53-6	4	400	2,000	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	2.4	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0				
1,1,2-Trichloroethane	626-7-3	33	17	60,000	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	9.5	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0				
1,2,3-Trichloroethane	95-83-6	33	17	50,000	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	11	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0				
1,1,2,2-Tetrachloroethane	108-65-6	22	46	61,000	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	4.5	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0				
1,1,1,2-Tetrachloroethane	1326-24-7	260	41	190,000	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	20	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0				
Perfluorinated VOCs	C.S.	C.S.	C.S.	C.S.	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5				
PAHs																							
All Analyzed PAHs	C.S.	C.S.	C.S.	C.S.	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5				
Metals																							
Antimony	7440-35-2	10	10	NLV	NE	NE	NE	14	<5.0	<5.0	NE	NE	NE	NE	13	<5.0	NE	<5.0	NE				
Barium	7440-39-2	100	10	NLV	NE	NE	NE	11	NE	NE	NE	NE	NE	NE	NE	NE	NE	NE	NE				
Bismuth	7440-35-3	2,000	200	NLV	NE	NE	NE	2.0	NE	NE	NE	NE	NE	NE	2.0	NE	<10	NE	NE				
Cadmium	7440-43-9	5	5	NLV	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	NE	<1.0	<1.0	<1.0	<1.0	NE	<1.0	NE	<1.0				
Chromium**	36959-86-1	100	100	NLV	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	NE	<1.0	<1.0	<1.0	<1.0	NE	<1.0	NE	<1.0				
Copper	7440-50-8	1,000	10	NLV	NE	NE	NE	NE	<4.0	<4.0	NE	NE	NE	NE	NE	NE	<4.0	NE	<4.0				
Lead	7439-92-1	4.0	20	NLV	<1.0	<1.0	<1.0	<1.0	<1.0	<1.0	NE	NE	NE	NE	NE	NE	<1.0	NE	<1.0				
Mercury, Total	7439-97-6	0.1	0.01	NE	NE	NE	NE	NE	<0.20	<0.20	NE	NE	NE	NE	NE	<0.20	NE	<0.20	NE				
Molybdenum	7439-98-2	50	5	NLV	NE	NE	NE	NE	<5.0	<5.0	NE	NE	NE	NE	NE	<5.0	NE	<5.0	NE				
Nickel	7440-20-4	14	0.2	NLV	NE	NE	NE	NE	<0.20	<0.20	NE	NE	NE	NE	NE	<0.20	NE	<0.20	NE				
Selenium	7440-48-6	2,400	100	NLV	NE	NE	NE	NE	<50	<50	NE	NE	NE	NE	NE	<50	NE	<50	NE				

- Notes:
- Concentrations reported in micrograms per liter (µg/L).
  - Analytical results were compared to December 30, 2013 Promulgated Cleanup Criteria, R 299.44, Table 1. Groundwater Residential and Nonresidential Part 201 Generic Cleanup Criteria and Screening Levels.
  - Results greater than reporting limit are shown in BOLD. Results exceeding one or more criteria are shaded, as are the criteria.
  - VOCs - Volatile Organic Compounds; PAHs - Polynuclear Aromatic Hydrocarbons. Refer to the analytical report for the full list of VOC and PAH analytes.
  - Refer to the analytical report for the full list of VOC, SVOC, and PCB analytes.
  - C.S. - Criterion is specific to individual constituent.
  - <0.5 - Analytical result was below the laboratory reporting limit.
  - NE - Not evaluated.
  - NLV - Not likely to volatilize under most conditions.
  - \* OSI Protection was calculated for the indicated metals using the MDEO spreadsheet for calculating OSI. A default water hardness value of 150 mg/kg as CaCO<sub>3</sub> was used to calculate OSI. Results are presented for surface water receiving bodies not protected as a drinking water source.
  - \*\* Total chromium concentrations were compared to hexavalent chromium criteria because concentrations of hexavalent chromium were below the laboratory reporting limits in the analyzed soil samples.
  - Concentrations were also compared to, and found to be below, the Part 201 Flammability and Explosivity screening levels.



**TABLE 3**  
SUMMARY OF ANALYSIS RESULTS - SOIL GAS  
OKEMOS POINTE APARTMENTS  
MERIDIAN CHARTER TOWNSHIP, MICHIGAN  
SME PROJECT NO. 073348.00.003.001  
PAGE 1 OF 1

		Residential Land Use		Sample Identification Screened Interval/Depth (feet) Date Collected Parcel							
CONSTITUENT	Chemical Abstract Service Number	Vapor Intrusion Shallow (Sub-Slab) Screening Levels	Vapor Intrusion Deep Soil Gas Screening Levels	SG-5	SG-1	Dup-SG	SG-2	SG-6	SG-3	SG-4	Equipment Blank
				5.0 - 5.5	Sub-Slab	SG-1	Sub-Slab	5.0 - 5.5	Sub-Slab	Sub-Slab	-
				2/10/2016	2/10/2016	2/10/2016	2/10/2016	2/10/2016	2/10/2016	2/10/2016	2/10/2016
				Portion of 2398 Jolly Road	2360 Jolly Oak Road				2362 Jolly Oak Road		-
VOCs											
Acetone	67-64-1	82,000	820,000	79	460	310	270	<0.1	270	290	<0.1
Benzene	71-43-2	32	320	3.1	7.3	2.9	16	1.2	22	28	<0.38
1,3-Butadiene	106-99-0	NA	NA	35	<6.8	<6.8	<5.4	<3.8	<6.8	<6.8	<3.8
2-Butanone	78-93-3	56,000	560,000	19	30	18	19	<3.8	20	8.3	<3.8
Carbon Disulfide	75-15-0	7,400	74,000	6.3	<6.6	<6.6	<5.3	<3.8	<6.6	<6.6	<3.8
Cyclohexane	110-82-7	58,000	580,000	8.0	6.7	<6.3	18	<3.8	18	21	<3.8
cis-1,2-Dichloroethene	156-59-2	58	580		<1.3	<1.3	<1.0	<0.75	1.3	<1.3	<0.75
Ethylbenzene	100-41-4	640	6,400	1.4	8.0	3.2	25	1.7	18	28	<0.75
n-Heptane	142-82-5	28,000	280,000	3.9	16	<6.4	60	<3.8	47	63	<3.8
n-Hexane	110-54-3	6,600	66,000	21	24	<6.4	87	<3.8	68	87	<3.8
Isopropanol	67-63-0	NA	NA	<3.8	7.1	<6.9	7.9	<3.8	<6.9	19	<3.8
Tetrachloroethene	127-18-4	170	1,700	2.7	4.6	5.0	6.9	<0.38	3.1	1.3	<0.38
Toluene	108-88-3	44,000	440,000	9.1	22	8.5	60	11	77	100	<3.8
Trichloroethene	79-01-6	12	120	2.2	<0.68	<0.68	2.1	<0.39	68	1	<0.39
1,2,4-Trimethylbenzene	95-63-6	1,500	15,000	<3.8	69	55	30	<3.8	7.5	<6.5	<3.8
1,3,5-Trimethylbenzene	108-67-8	1,500	15,000	<3.8	27	22	8.1	<3.8	<6.3	<6.3	<3.8
m&p-Xylene	136777-61-2	NA	NA	4.4	19	7.2	41	6.0	53	57	<3.8
o-Xylene	95-47-6	NA	NA	<3.8	10	<6.4	18	<3.8	21	19	<3.8
Xylenes	1330-20-7	760	7,600	<7.5	29	<6.9	59	<7.5	74	75	<7.5
Other Analyzed VOCs	CS	CS	CS	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL

Notes:

1. Analytical results were compared to screening levels presented in the MDEQ Guidance Document for the Vapor Intrusion Pathway, May 2013, Appendix D.1 "Residential Vapor Intrusion Screening Values".
2. VOCs - Volatile Organic Compounds. Refer to the analytical report for the full list of VOC analytes.
3. NA - Not available or not applicable
4. Concentrations reported in ppbv (parts per billion by volume).
5. CS - Value or criteria varies with constituent.
6. <RL - Result was less than the laboratory reporting limits.
8. \* SG-5 and SG-6 data were compared to deep soil gas screening levels. SG-1 through SG-4 were compared to shallow (sub-slab) screening levels.



TABLE 4  
SUMMARY OF ANALYSIS RESULTS - SOIL  
OKEMOS POINTE APARTMENTS  
SME PROJECT NO.: 073348.00.003.006  
PAGE 1 OF 5

Analyze (refer to report for full analyze list)	Chemical Abstract Number	Statewide Default Background Levels	Part 201 Generic Cleanup Criteria			Soil Boring ID	Depth Interval (ft.)															
			Residential Drinking Water Protection Criteria	Residential Direct Contact Criteria	Environmental Surface Water Interface Protection Criteria		Depth Interval (ft.)															
							0" - 1"	1" - 2"	1.25' - 2.5'	1" - 2"	5" - 6"	1" - 2"	5" - 6"	2" - 3"	5" - 6"	2" - 3"	5" - 6"	2" - 3"	5" - 6"			
																				Date		
							05/20/16	05/20/16	05/20/16	05/20/16	05/20/16	05/20/16	05/20/16	05/20/16	05/20/16	05/20/16	05/20/16	05/20/16	05/20/16	05/20/16	05/20/16	05/20/16
VOICs																						
All analyzed VOCs	CS	CS	CS	CS	CS		NE	NE	NE	NE	NE	NE	NE	NE	NE	NE	NE	NE	NE	NE	NE	
Metals																						
Arsenic	7440382	5,800	5,800	7,600	5,800		3,900	4,400	5,700	4,700	5,500	2,300	4,400	5,100	4,500	7,200	7,400	1,400				
Barium	7440393	75,000	1,300,000	37,000,000	440,000		23,000	24,000	28,000	12,000	35,000	35,000	39,000	20,000	15,000	13,000	16,000	17,000				
Cadmium	7440439	1,200	6,000	550,000	3,600		110	170	150	50	230	80	150	120	120	<10	73	90				
Chromium, Total	16085831	10,000	1,000,000,000	790,000,000	2,900,000,000		7,500	9,400	8,600	5,700	9,500	7,300	13,000	7,300	15,000	5,100	11,000	5,800				
Copper	7440508	32,000	5,800,000	20,000,000	75,000		7,300	11,000	6,700	4,800	11,000	7,300	14,000	8,900	10,000	5,400	6,700	6,000				
Lead	7439921	21,000	100,000	400,000	5,100,000		4,000	9,400	5,500	2,200	12,000	3,800	6,300	4,700	5,900	2,400	3,100	3,300				
Manganese	7439942	410	4,000	2,600,000	410		210	320	<200	<200	370	230	320	280	280	<200	<200	<200				
Selenium	7782492	130	1,700	160,000	130		<50	<50	<50	<50	<50	<50	<50	<50	<50	<50	<50	<50				
Silver	7440224	1,800	4,500	2,500,000	1,000		<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100				
Zinc	7440666	47,000	2,400,000	170,000,000	170,000		20,000	28,000	22,000	12,000	45,000	16,000	30,000	23,000	34,000	12,000	17,000	20,000				

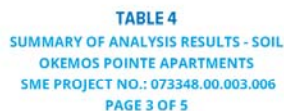
- Notes:
- Concentrations reported in micrograms per kilogram (ug/kg).
  - Analytical results were compared to December 30, 2013 Promulgated Cleanup Criteria, R 299.46, Table 2: Soil: Residential Part 201 Generic Cleanup Criteria and Screening Levels.
  - Concentrations were also compared to and found to be below Soil Volatilization to Indoor Air Inhalation Criteria.
  - Finite VSIC for 5 Meter Source Thickness, Finite VSIC for 2 Meter Source Thickness, Soil Saturation Concentration Screening Levels, and Particulate Soil Inhalation Criteria.
  - Results are presented for surface water receiving bodies not protected as drinking water source.
  - Italicized = the respective criterion was less than the Statewide Default Background Level (SDBL) and therefore the value defaulted to the SDBL value.
  - Bold = Results greater than reporting limits (RLs).
  - Shaded = Results exceeding one or more criteria.
  - " = GSI Protection was calculated for the indicated metals using the MDEQ spreadsheet for calculating GSI. A default water hardness value of 150 mg/kg as CaCO<sub>3</sub> was used to calculate GSI.
  - NE = Not evaluated.
  - CS = Criterion is specific to individual constituent.
  - <RL = Analytical results was below the laboratory reporting limit.



TABLE 4  
SUMMARY OF ANALYSIS RESULTS - SOIL  
OKEMOS POINTE APARTMENTS  
SME PROJECT NO.: 073348.00.003.006  
PAGE 2 OF 5

Analyte (refer to report for full analyte list)	Chemical Abstract Number	Statewide Default Background Levels	Part 201 Generic Cleanup Criteria				Soil Boring ID	SB107 Duplicate site #2													
			Residential Drinking Water Protection Criteria	Residential Direct Contact Criteria	Groundwater Surface Water Interface Protection Criteria	Depth Interval (ft.)															
						SB107 Duplicate site #2		SB107	SB108	SB109	SB109 Duplicate site #1	SB109	SB110	SB110	SB111	SB111	SB112	SB113			
																			2'-2"	6.75'-7.25"	8'-8"
Data																					
VOCs																					
All analyzed VOCs																					
CS	CS	CS	CS	CS	CS	NE	NE	NE	NE	NE	NE	NE	NE	NE	NE	NE	NE	NE			
Arsenic	7440382	5,800	5,800	7,600	5,800	2,300	2,800	4,300	2,300	3,700	5,800	6,200	4,700	2,300	4,700	5,200	3,700				
Barium	7440383	75,000	1,300,000	37,000,000	440,000 <sup>1</sup>	21,000	26,000	21,000	12,000	16,000	17,000	55,000	24,000	9,200	22,000	60,000	21,000				
Cadmium	7440439	1,200	6,000	560,000	3,600 <sup>2</sup>	95	140	110	55	94	97	920	69	51	92	450	120				
Chromium, Total	16085031	18,000	1,000,000,000	750,000,000	2,900,000,000 <sup>3</sup>	8,100	5,400	5,200	5,600	7,100	6,700	19,000	9,300	3,500	19,000	12,000	17,000				
Copper	7440508	32,000	5,800,000	20,000,000	75,000 <sup>4</sup>	7,600	7,200	5,400	4,400	8,000	7,100	26,000	9,600	4,600	7,800	17,000	9,400				
Lead	7439921	21,000	100,000	400,000	5,100,000 <sup>5</sup>	3,800	6,800	4,100	3,200	3,900	3,800	60,000	3,600	2,600	3,900	12,000	6,400				
Mercury	V8968	130	1,700	160,000	730	<50	<100	<50	<50	<50	61	<50	<50	<50	<50	<50	<50				
Selenium	7702492	410	4,000	2,600,000	490	220	<200	210	<200	<200	<200	720	<200	<200	<200	800	250				
Silver	7440224	1,000	4,500	2,600,000	1,000	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100	<100				
Zinc	7440666	47,000	2,400,000	170,000,000	170,000 <sup>6</sup>	20,000	19,000	23,000	15,000	21,000	24,000	78,000	28,000	11,000	19,000	57,000	31,000				

- Notes:
- Concentrations reported in micrograms per kilogram (ug/kg).
  - Analytical results were compared to December 30, 2013 Promulgated Cleanup Criteria, RI 299.46, Table 2, Soil, Residential Part 201 Generic Cleanup Criteria and Screening Levels.
  - Concentrations were also compared to and found to be below Soil Volatilization to Indoor Air Inhalation Criteria.
  - Finite VISC for 5-Meter Source Thickness, Finite VISC for 2-Meter Source Thickness, Soil Saturation Concentration Screening Levels, and Particulate Soil Inhalation Criteria.
  - Results are presented for surface water receiving bodies not protected as drinking water source.
  - Relaxed = the respective criterion was less than the Statewide Default Background Level (SDBL) and therefore the value defaulted to the SDBL value.
  - Bold = Results greater than reporting limits (RLs).
  - Shaded = Results exceeding one or more criteria.
  - n = GSI Protection was calculated for the indicated metals using the MDEO spreadsheet for calculating GSI. A default water hardness value of 150 mg/kg as CaCO<sub>3</sub> was used to calculate GSI.
  - NE = Not evaluated.
  - CS = Criterion is specific to individual constituent.
  - RL = Analytical results was below the laboratory reporting limit.



Notes:

- 1. Concentrations reported in micrograms per kilogram only.
- 2. Analytical results were compared to December 30, 2013 Preliminary Cleanup Criteria, C.299-46, Table 2: Soil Residential Part 201 Generic Cleanup Criteria and Screening Levels.
- 3. Concentrations were also compared to and found to be below Soil Volatilization to Indoor Air Inhalation Criteria.
- 4. Soil Remediation Concentration Screening Levels, and Particulate Soil Inhalation Criteria.
- 5. Results are presented for surface water receiving bodies not protected as drinking water source.
- 6. Flagged in the respective criterion was less than the Statewide Default Background Level (SDBL) and therefore the value defaulted to the SDBL value.
- 7. SDBL Results greater than reporting limits (RLs).
- 8. Shaded = Results exceeding one or more criteria.
- 9. ND = Not detected.
- 10. CE = Not specified for the indicated metals using the MDEQ spreadsheet for calculating GSI. A default water hardness value of 150 mg/L as CaCO<sub>3</sub> was used to calculate GSI.
- 11. NS = Criterion is specific to individual constituents.
- 12. <sup>a</sup>RL = Analytical results was below the laboratory reporting limit.



TABLE 4  
SUMMARY OF ANALYSIS RESULTS - SOIL  
OKEMOS POINTE APARTMENTS  
SME PROJECT NO.: 073348.00.003.006  
PAGE 4 OF 5

Analyte (refer to report for full analyte list)	Chemical Abstract Number	Statewide Default Background Levels	Part 201 Generic Cleanup Criteria			Soil Boring ID	SB121	SB122	SB123	SB124	SB125	SB126	SB201	SB202	SB203	SB204	
			Residential Drinking Water Protection Criteria	Residential Direct Contact Criteria	Environmental Surface Water Protection Criteria		Depth Interval (ft.)		0' - 2"	2' - 4'	4' - 7'	1.5' - 2"	2' - 4'	3.75' - 4.25'	6' - 6.5'	7' - 7.5'	2.5' - 3'
Date							05/23/16	05/19/16	05/19/16	05/19/16	05/19/16	05/19/16	07/06/16	07/06/16	07/06/16	07/06/16	
VOCs							NE	NE	NE	NE	NE	NE	NE	NE	NE	NE	NE
All analyzed VOCs							CS	CS	CS	CS	CS	CS	NE	NE	NE	NE	NE
Metals							NE	NE	NE	NE	NE	NE	NE	NE	NE	NE	NE
Arsenic	7440382	5,800	5,800	7,600	5,800	4,900	5,900	5,500	3,500	5,100	2,800	5,300	NE	NE	NE	NE	
Barium	7440393	75,000	1,300,000	37,000,000	440,000	29,000	16,000	48,000	26,000	26,000	43,000	19,000	NE	NE	NE	NE	
Cadmium	7440439	1,200	8,000	550,000	3,600	120	55	150	150	22	100	170	NE	NE	NE	NE	
Chromium, Total	1605531	18,000	1,000,000,000	790,000,000	2,900,000,000	9,300	5,800	11,000	8,300	9,500	18,000	9,700	NE	NE	NE	NE	
Copper	7440508	32,000	5,800,000	20,000,000	70,000	9,500	4,500	7,300	9,200	6,000	9,300	18,000	NE	NE	NE	NE	
Lead	7439921	21,000	700,000	400,000	5,100	4,500	2,500	8,900	5,100	6,500	5,400	6,700	NE	NE	NE	NE	
Mercury	74604	130	1,700	160,000	130	<50	<50	<50	<50	<50	<50	<50	NE	NE	NE	NE	
Selenium	7782492	410	4,000	2,600,000	410	<200	<200	290	290	<200	<200	380	NE	NE	NE	NE	
Silver	7440224	1,800	4,500	2,500,000	1,000	<100	<100	<100	<100	<100	<100	<100	NE	NE	NE	NE	
Zinc	7440668	47,500	2,400,000	170,000,000	170,000	26,000	13,000	29,000	24,000	21,000	29,000	22,000	NE	NE	NE	NE	

- Notes:
- Concentrations reported in micrograms per kilogram (ug/kg).
  - Analytical results were compared to December 30, 2013 Promulgated Cleanup Criteria, R 299.46, Table 2: Soil Residential Part 201 Generic Cleanup Criteria and Screening Levels.
  - Concentrations were also compared to and found to be below Soil Volatilization to Indoor Air Inhalation Criteria.
  - Finals VSDC for 5 Meter Source Thickness, Final VSDC for 2 Meter Source Thickness, Soil Saturation Concentration Screening Levels, and Particulate Soil Inhalation Criteria.
  - Results are presented for surface water receiving bodies not protected as drinking water source.
  - Backhoe = The respective criterion was less than the Statewide Default Background Level (SDBL) and therefore the value defaulted to the SDBL value.
  - Bold = Results greater than reporting limits (RLs).
  - Shaded = Results exceeding one or more criteria.
  - " = GSI Protection was calculated for the indicated metals using the MDEQ spreadsheet for calculating GSI. A default water hardness value of 150 mg/kg as CaCO<sub>3</sub> was used to calculate GSI.
  - NE = Not evaluated.
  - CS = Criterion is specific to individual constituent.
  - <RL = Analytical results was below the laboratory reporting limit.



**TABLE 4**  
**SUMMARY OF ANALYSIS RESULTS - SOIL**  
**OKEMOS POINTE APARTMENTS**  
**SME PROJECT NO.: 073348.00.003.006**  
**PAGE 5 OF 5**

Analyte (refer to report for full analyte list)	Chemical Abstract Number	Statewide Default Background Levels	Part 201 Generic Cleanup Criteria			Soil Boring ID	SB203		SB204	
			Environmental Protection Criteria	Residential Direct Contact Criteria	Environmental Protection Criteria		Depth Interval (ft.)	Duplicate Soil	Depth Interval (ft.)	Duplicate Soil
							6.5' - 10'	5' - 5.5'	1' - 1.5'	3' - 3.5'
							07/06/16	07/06/16	07/06/16	07/06/16
VOCs										
All analyzed VOCs	CS	CS	CS	CS	CS		<RL	<RL	<RL	<RL
Metals										
Asbestos	7440382	5,800	5,800	7,600	5,800		NE	NE	NE	NE
Barium	7440393	75,000	1,300,000	37,000,000	440,000*		NE	NE	NE	NE
Cadmium	7440439	1,700	8,000	500,000	1,400*		NE	NE	NE	NE
Chromium, Total	16085831	10,000	1,000,000,000	790,000,000	2,900,000,000*		NE	NE	NE	NE
Copper	7440508	32,000	5,800,000	20,000,000	75,000*		NE	NE	NE	NE
Lead	7439921	21,000	700,000	400,000	5,100,000*		NE	NE	NE	NE
Manganese	Varies	150	1,700	160,000	150		NE	NE	NE	NE
Selenium	7782492	410	4,000	2,600,000	410		NF	NF	NF	NF
Silver	7440224	1,000	4,500	2,500,000	1,000		NE	NE	NE	NE
Zinc	7440666	47,500	2,400,000	170,000,000	170,000*		NE	NE	NE	NE

- Notes:
- Concentrations reported in micrograms per kilogram (ug/kg).
  - Analytical results were compared to December 30, 2013 Promulgated Cleanup Criteria, R 299.46, Table 2: Soil: Residential Part 201 Generic Cleanup Criteria and Screening Levels.
  - Concentrations were also compared to and found to be below Soil Volatilization to Indoor Air Inhalation Criteria.
  - Finals VSIC for 5 Meter Source Thickness, Final VSIC for 2 Meter Source Thickness, Soil Saturation Concentration Screening Levels, and Particulate Soil Inhalation Criteria.
  - Results are presented for surface water receiving bodies not protected as drinking water source.
  - Relative = the respective criterion was less than the Statewide Default Background Level (SDBL) and therefore the value defaulted to the SDBL value.
  - Bold = Results greater than reporting limits (RLs).
  - Shaded = Results exceeding one or more criteria.
  - \* = GSI Protection was calculated for the indicated metals using the MDEO spreadsheet for calculating GSI. A default water hardness value of 150 mg/kg as CaCO3 was used to calculate GSI.
  - NE = Not evaluated.
  - CS = Criterion is specific to individual constituent.
  - <RL = Analytical results was below the laboratory reporting limit.



**TABLE 5**  
**SUMMARY OF ANALYSIS RESULTS - GROUNDWATER**  
**OKEMOS POINTE APARTMENTS**  
**MERIDIAN CHARTER TOWNSHIP, MICHIGAN**  
**SME PROJECT NO.: 073348.00.003.006**  
**PAGE 1 OF 1**

Analyte (refer to report for full analyte list)	Chemical Abstract Number	Drinking Water Criteria	Groundwater Surface Water Interface Criteria	Sample Identification	SG804-GW	SG805-GW	SG805-GW Duplicate 1
				Screened Interval	10' - 15'	6.5' - 11.5'	6.5' - 11.5'
				Date	06/19/16	06/19/16	06/19/16
<b>VOCs</b>							
Methyl-tert-butyl ether (MTBE)	1034-04-4	40	7,100		<b>5.4</b>	<5.0	<5.0
Other analyzed VOCs	CS	CS	CS		<RL	<RL	<RL

Notes:

- Concentrations reported in micrograms per liter (ug/L).
- Analytical results were compared to Part 201 Generic Residential Cleanup Criteria and Screening Levels dated December 30, 2013.
- Screen depths are presented as approximate feet below grade.
- Results greater than reporting limits (RLs) are shown in BOLD. Results exceeding one or more screening level are shaded, as are the screening level.
- VOCs = volatile organic compounds. Refer to the analytical report for the full list of VOC analytes.
- CS = Criterion is specific to individual constituent.
- <RL = Analytical result was below laboratory reporting limit(s).





**TABLE 6**  
**SUMMARY OF ANALYSIS RESULTS - SUB-SLAB SOIL GAS**  
**OKEMOS POINTE APARTMENTS**  
**SME PROJECT NO.: 073348.00.003.006**  
**PAGE 1 OF 1**

Analyte (refer to report for full analyte list)	Chemical Abstract Number	Residential Vapor Intrusion Shallow Soil Gas Screening Levels	Vapor Pin ID	SG301	SG301 Duplicate 1	SG302	SG303	SG304
			Sample Depth	Sub-slab	Sub-slab	Sub-slab	Sub-slab	Sub-slab
			Date	05/23/16	05/23/16	05/23/16	05/23/16	05/23/16
TO-15 VOCs								
Acetone	67-64-1	82,000		230	2,000	210	310	210
Benzene	71-43-2	32		9.0	8.3	9.2	26	11.0
2-Butanone	78-93-3	56,000		26	25	15	41	18
Cyclohexane	110-82-7	58,000		<12	13	12	21	13
Ethylbenzene	100-41-4	640		<12	<12	<12	21	<12
n-Heptane	142-82-5	28,000		17	16	18	52	18
n-Hexane	110-54-3	6,600		22	20	25	53	23
Isopropanol	67-63-0	NC		<12	13	<12	20	<12
Tetrachloroethene	127-18-4	170		<6.0	<6.0	<6.0	18	<6.0
Toluene	108-88-3	44,000		45	40	56	190	78
Trichloroethene	79-01-6	12		12	11	13	8.1	6.1
m&p-Xylene	179601-23-1	NC		17	17	17	64	25
o-Xylene	95-47-6	NC		<12	<12	<12	19	<12
Xylenes	1330-20-7	760		<24	<24	<24	83	32
Various VOCs	CS	CS		<RL	<RL	<RL	<RL	<RL

Notes:

1. Concentrations reported in parts per billion by volume (ppbv).
2. Analytical results were compared to May 2013 Guidance Document for the Vapor Intrusion Pathway, Screening Levels for Residential Land Use.
3. Results greater than reporting limits (RLs) are shown in BOLD. Results exceeding one or more screening level are shaded, as are the screening level.
4. VOCs = volatile organic compounds. Refer to the analytical report for the full list of VOC analytes.
5. CS = Screening level is specific to individual constituent; <RL = Analytical result was less than laboratory reporting limit; NC = No screening level.



**TABLE 7**  
**SUMMARY OF ANALYSIS RESULTS - DEEP SOIL GAS**  
**OKEMOS POINTE APARTMENTS**  
**SME PROJECT NO.: 073348.00.003.006**  
**PAGE 1 OF 1**

Analyte (refer to report for full analyte list)	Chemical Abstract Number	Residential Vapor Intrusion Deep Soil Gas Screening Levels	Soil Gas Well ID	SG305	SG306	SG307	SG308	SG801	SG802	SG803	SG804	SG805
			Depth Interval (ft.)	5' - 5.5'	5' - 5.5'	5' - 5.5'	5' - 5.5'	5' - 5.5'	5' - 5.5'	4.5' - 5'	5' - 5.5'	5' - 5.5'
			Date	05/23/16	05/23/16	05/23/16	05/23/16	05/23/16	05/23/16	05/23/16	05/23/16	05/23/16
TO-15 VOCs												
Acetone	67-64-1	820,000		<24	<24	88	83	<140	36	120	200	32
Benzene	71-43-2	320		7.1	33	23	<6.0	9.1	18	<6.0	<6.0	6.3
2-Butanone	78-93-3	560,000		<12	<12	20	20	<41	<12	<16	34	<12
Carbon Disulfide	75-15-0	74,000		<12	30	36	30	<140	<26	<54	<26	<16
Cyclohexane	110-82-7	580,000		<12	<12	<12	<12	<40	54	430	230	13
cis-1,2-Dichloroethene	156-59-2	580		<6.0	<6.0	<6.0	<6.0	<6.0	42	<6.0	<6.0	<6.0
Ethylbenzene	100-41-4	6,400		12	20	15	<12	180	<12	<16	<12	<12
n-Heptane	142-82-5	280,000		<12	25	20	<12	41	<12	600	90	<12
n-Hexane	110-54-3	66,000		<12	16	<12	<12	<14	38	640	150	18
Tetrachloroethene	127-18-4	1,700		17	19	64	<6.0	<6.0	<6.0	<6.0	<6.0	<6.0
Toluene	108-88-3	440,000		40	140	67	<6.0	36	22	<6.0	<6.0	<6.0
Trichloroethene	79-01-6	120		<0.30	<0.30	1.4	<0.30	<1.3	0.60	<0.52	<0.30	<0.30
1,2,4-Trimethylbenzene	95-63-6	15,000		8.1	<6.0	9.6	<6.0	1,100	23	12	46	77
1,3,5-Trimethylbenzene	108-67-8	15,000		<6.0	<6.0	<6.0	<6.0	350	18	<6.0	21	36
Vinyl Chloride	75-01-4	210		<6.0	<6.0	<6.0	<6.0	<6.0	12	<6.0	<6.0	<6.0
m&p-Xylene	179601-23-1	NC		47	56	42	<12	990	24	<31	<15	<12
o-Xylene	95-47-6	NC		<12	13	<12	<12	370	<12	<16	<12	<12
Xylenes	1330-20-7	7,600		56	68	52	<24	1,400	<24	<47	<24	<24
Various VOCs	CS	CS		<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL	<RL

Notes:

- Concentrations reported in parts per billion by volume (ppbv).
- Analytical results were compared to May 2013 Guidance Document for the Vapor Intrusion Pathway, Screening Levels for Residential Land Use.
- Results greater than reporting limits (RLs) are shown in BOLD. Results exceeding one or more screening level are shaded, as are the screening level.
- VOCs = volatile organic compounds. Refer to the analytical report for the full list of VOC analytes.
- CS = Screening level is specific to individual constituent; <RL = Analytical result was less than laboratory reporting limit; NC = No screening level.

## **Exhibit C**

### **Table 4 - Tax Increment Financing Estimates**

**ELEVATION AT OKEMOS POINTE - MERIDIAN CHARTER TOWNSHIP  
BROWNFIELD PLAN**

**Table 4a1 - Base Year/ Initial Taxable Value (ITV) Information**

Notes	Property Identification		Base Year/ Initial Taxable Value (ITV) of All Eligible Property in the Brownfield Plan by Property Classification									Notes
	Address	Tax Parcel Number	Land (entire parcel)	% of Existing Parcel (Land Area) to be Included in Brownfield Plan	Notes	Land	Land Improvements	Building	Real Property Subtotal	Personal Property (Estimated Value)	TOTAL	BASE YEAR = 2016
	2360 Jolly Road (portion)	Portion of 33-02-02-33-376-010	\$ 244,334	33.98%	Splits off the rear western portion of property (where 1 building is currently located), measuring 181.5' x 217.01' = 39,387.32 sf, divide by (2.661 acres x 43,560 sf in an acre) 115,913.16 sf = 33.98%.	\$ 83,025	\$ 1,089	\$ 46,574	\$ 131,487	\$ -	\$ 131,487	Based on Actual Taxable Value for 2016 (as of 12/31/2015). On the existing parcel, 2 buildings currently exist, but the existing parcel will be split and only 1 building will be on the portion of the parcel included in the BP, as follows: 1. Garage/ Storage building of 3,000 sf will be included in BP and Base Year Value but is proposed for demolition by the end of 2016; 2. Store/ Warehouse of 16,900 sf is on the portion of the parcel to be excluded from BP and Base Year Value.
	2398 Jolly Road	33-02-02-33-353-015	\$ 422,665	100%	100% assumes shopping center fronting onto Jolly Road is included, if excluded, approximately 70% +/- (per Appraisal, Page 55 of 161, dated 10-9-2015).	\$ 422,665	\$ 1,547	\$ 132,026	\$ 556,238	\$ -	\$ 556,238	Based on Actual Taxable Value for 2016 (as of 12/31/2015)
	2350 Jolly Oak Road (portion)	Portion of 33-02-02-33-329-002	\$ 215,903	50%	50% - per Appraisal, Page 55 of 161, dated 10-9-2015	\$ 107,952	\$ -	\$ -	\$ 107,952	\$ -	\$ 107,952	Based on Actual Taxable Value for 2016 (as of 12/31/2015)
	2360 Jolly Oak Road	33-02-02-33-376-011	\$ 111,280	100%	-	\$ 111,280	\$ 324	\$ 24,822	\$ 136,426	\$ -	\$ 136,426	Based on Actual Taxable Value for 2016 (as of 12/31/2015)
	2362 Jolly Oak Road	33-02-02-33-376-012	\$ 84,701	100%	-	\$ 84,701	\$ -	\$ 191,525	\$ 276,226	\$ -	\$ 276,226	Based on Actual Taxable Value for 2016 (as of 12/31/2015)
	Jolly Oak Road (portion)	Portion of 33-02-02-33-329-100	\$ -	-	No \$ value assessed as not necessary to assess the Common Element for Okemos Pointe Office Park Condominium: Includes road (Farrins Parkway) & 2 wetland areas. Parkway/road not included in BP, but the 2 wetland areas are included per the Site Plan.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Based on Actual Taxable Value for 2016 (as of 12/31/2015)
<b>Totals</b>			<b>\$ 1,078,883</b>	<b>-</b>	<b>-</b>	<b>\$ 809,622</b>	<b>\$ 3,760</b>	<b>\$ 394,946</b>	<b>\$ 1,208,329</b>	<b>\$ -</b>	<b>\$ 1,208,329</b>	<b>-</b>

Last Revised: 7/27/2016

**ELEVATION AT OKEMOS POINTE - MERIDIAN CHARTER TOWNSHIP  
BROWNFIELD PLAN**

**Table 4a2 - Taxes Paid to All Taxing Jurisdictions on the Base Year Taxable Value/ Initial Taxable Value (ITV)**

Notes	AD VALOREM TAXING AUTHORITIES/ TAXING JURISDICTIONS (TJ)s	Millage Rate Paid on Real Property	Millage Rate Paid on Commercial Personal Property	Year	2016
				BP Year Number	0
-	<b>MERIDIAN CHARTER TOWNSHIP</b>	-	-	-	-
-	Operating	4.2002	4.2002		\$ 5,075
-	Parks/Recreation (2004)	0.3170	0.3170		\$ 383
-	Pathways	0.2774	0.2774		\$ 335
-	CATA Redi Ride	0.2000	0.2000		\$ 242
-	Fire Protection	0.6405	0.6405		\$ 774
-	Police Protection	0.6080	0.6080		\$ 735
-	Land Preservation	0.3300	0.3300		\$ 399
-	Community Services	0.1500	0.1500		\$ 181
-	Local Roads	0.2500	0.2500		\$ 302
-	Parks/Recreation (2014)	0.6667	0.6667		\$ 806
-	Debt	0.2000	0.2000		\$ 242
-	<i>Subtotal of Local Government Unit (LGU) Millages and Tax Capture: Annual</i>	<b>7.8398</b>	<b>7.8398</b>		<b>\$ 9,473</b>
-	<b>INGHAM COUNTY</b>	-	-	-	-
-	County Operating	6.3512	6.3512		\$ 7,674
-	Indigent Veterans Relief Fund	0.0330	0.0330		\$ 40
-	Potter Park Zoo	0.4100	0.4100		\$ 495
-	Public Transportation	0.1200	0.1200		\$ 145
-	Special Transportation	0.4800	0.4800		\$ 580
-	911 System	0.8431	0.8431		\$ 1,019
-	Juvenile Justice	0.6000	0.6000		\$ 725
-	Farmland Preservation	0.1400	0.1400		\$ 169
-	Health Services	0.3500	0.3500		\$ 423
-	Parks/Trails	0.5000	0.5000		\$ 604
-	Capital Region Airport Authority - CRAA	0.6990	0.6990		\$ 845
-	Capital Area Transportation Authority - CATA	3.0070	3.0070		\$ 3,633
-	<b>LIBRARY</b>	-	-	-	-
-	Capital Area District Library - CADL	1.5600	1.5600		\$ 1,885
-	<b>INTERMEDIATE SCHOOL DISTRICTS (ISD)</b>	-	-	-	-
-	RESA Operating	0.1894	0.1894		\$ 229
-	RESA Special Education	4.5062	4.5062		\$ 5,445
-	RESA Vocational Education	1.2925	1.2925		\$ 1,562
-	<b>COMMUNITY COLLEGE</b>	-	-	-	-
-	Lansing Community College - LCC	3.8072	3.8072		\$ 4,600
-	<b>LOCAL SCHOOL MILLAGES: excludes State School millages</b>	-	-	-	-
-	School Debt	7.0000	7.0000		\$ 8,458
-	School Building and Site ("Sinking Fund" millage available for tax capture)	0.9904	0.9904		\$ 1,197
-	<i>Subtotal of Non-LGU Local Millages and Tax Capture: Annual</i>	<b>32.8790</b>	<b>32.8790</b>		<b>\$ 39,729</b>
-	<b>Total Local Tax Capture: Annual</b>	<b>40.7188</b>	<b>40.7188</b>		<b>\$ 49,202</b>
-	<b>Total Local Tax Capture: Cumulative</b>				<b>\$ 49,202</b>
-	<b>STATE SCHOOL MILLAGES: excludes Local School millages</b>	-	-	-	-
-	State Education Tax - SET	6.0000	6.0000		\$ 7,250
-	Local School Operating - LSO (18 mills for Real Property; only 6 mills for Personal Property)	18.0000	6.0000		\$ 21,750
-	<b>Total State &amp; Local School Tax Capture: Annual</b>	<b>24.0000</b>	<b>12.0000</b>		<b>\$ 29,000</b>
-	<b>Total State &amp; Local School Tax Capture: Cumulative</b>				<b>\$ 29,000</b>
-	<b>TOTAL LOCAL TAX AND STATE &amp; LOCAL SCHOOL TAX CAPTURE: ANNUAL</b>	<b>64.7188</b>	<b>52.7188</b>		<b>\$ 78,202</b>

**ELEVATION AT OKEMOS POINTE - MERIDIAN CHARTER TOWNSHIP  
BROWNFIELD PLAN  
Table 4b - Estimated Future Taxable Value (FTV) Information**

Estimated Percentage (%) Change In Future Taxable Values (TV) of Building(s) & Land Improvements shown below										
Estimated Percentage (%) Change In Future Taxable Values (TV) of Raw Land shown below										
Future Taxable Value (FTV) of Building(s) & Land Improvements Upon Completion	Estimated FTV	FTV Assumptions	Assumes \$ Invested In:	% Completed prior to 12/31/15	% Completed by 12/31/16	% Completed by 12/31/17	% Completed by 12/31/18	% Completed by 12/31/19	% Completed by 12/31/20	
Phase I: Apartment Housing and New Retail on 1st Floor of Building M10	\$ 7,432,500	Based on "Revenue" Model	2016 & 2017	0%	0%	100%	100%	100%	100%	
Phase II & III: Apartment Housing & Rehabilitated "Market" Building	\$ 10,256,500	Based on "Revenue" Model	Completed by end of 2020	0%	0%	0%	0%	0%	100%	
Existing Commercial Building and Land Improvements at 2398 Jolly Road	\$ 133,573	"Capped/ Taxable Value" of Existing Building & Land Improvements	Completed prior to 2016	100%	100%	100%	100%	100%	100%	
Subtotal		\$ 17,822,573								
Subtotal Future Taxable Value (FTV) of Building(s), Land Improvements, and if applicable, any Pre-Existing Personal Property										
Future Taxable Value (FTV) of Raw Land	Estimated FTV	Notes								
Tax Parcel Number										
Portion of 33-02-02-33-376-010	\$ 83,025	Uses Base Year for FTV. Assumes annual increase noted above for Raw Land, if any.								
33-02-02-33-353-015	\$ 422,665	"								
Portion of 33-02-02-33-329-002	\$ 107,952	"								
33-02-02-33-376-011	\$ 111,280	"								
33-02-02-33-376-012	\$ 84,701	"								
Portion of 33-02-02-33-329-100	\$ -	No Assessed/ Taxable Value								
Subtotal Future Taxable Value (FTV) of Raw Land		\$ 809,622								
Total Future Taxable Value (FTV) of Building(s) and Land Improvements, Raw Land & Personal Property (Pre-Existing & New)										
Total Captured Taxable Value [ = to Total FTV of Building(s) and Land Improvements, Raw Land & if applicable, Personal Property (Pre-Existing & New) minus Base Year/ ITV]										

**Notes:**

All Future Taxable/Assessed Values (FTV) are estimates only; the actual Taxable/Assessed Values may be higher or lower than estimated, and must be determined upon project completion by the governing body's Assessing personnel. Taxable/Assessed Values per square foot and/or per room/unit for both new construction and renovations may vary widely depending on the quality, quantity, type of improvements, and the property's location. Additionally, for any renovations (if applicable), the Taxable/Assessed value depends on whether improvements are assessed as "new improvements" or just "replacement/repair," as determined by Assessing personnel. Until improvements are completed and assessed, it is only possible to estimate the Future Taxable/Assessed Value based on various assumptions.

The Brownfield Plan will also capture all Personal Property taxes allowed for tax capture. The estimates of Future Taxable Value and Tax Incremental Revenues exclude any estimate of the value of Personal Property because the actual values of Personal Property and any associated property taxes generated are difficult to estimate due to the following: (a) uncertainty regarding the amount, value and type of Personal Property to be included in the project; (b) different depreciation rates applying to the various categories of Personal Property, such as Furniture and Fixtures, Office and Electronic Equipment, Machinery and Equipment, Computer Equipment, etc; and (c) Personal Property being exempt from taxes if its True Cash Value (after depreciation) is less than \$80,000 and the proper forms are submitted to the local unit of government (pursuant to Michigan Public Act 153 of 2013, as amended). No Personal Property is included in the Plan's Base Year/Initial Taxable Value.

Year	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
DP Year Number	0	0	1	2	3	4	5	6	7	8	9	10	11
	0.00%	1.50%	0.00%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%	1.50%
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	-	-	-	-	-	-	-	-	-	-	-	-	-
	\$ -	\$ -	\$ 7,432,500	7,543,988	7,657,147	7,772,005	7,888,585	8,006,913	8,127,017	8,248,922	8,372,656	8,498,246	8,625,720
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,256,500	10,410,348	10,566,503	10,725,000	10,885,875	11,049,163	11,214,901	11,383,124
	\$ -	\$ 135,577	137,610	139,674	141,769	143,896	146,054	148,245	150,469	152,726	155,017	157,342	159,702
	-	\$ 135,577	\$ 7,570,110	\$ 7,683,662	\$ 7,798,917	\$ 18,172,400	\$ 18,444,986	\$ 18,721,661	\$ 19,002,486	\$ 19,287,524	\$ 19,576,836	\$ 19,870,489	\$ 20,168,546
	-	\$ 135,577	\$ 7,570,110	\$ 7,683,662	\$ 7,798,917	\$ 18,172,400	\$ 18,444,986	\$ 18,721,661	\$ 19,002,486	\$ 19,287,524	\$ 19,576,836	\$ 19,870,489	\$ 20,168,546
	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	\$ 83,025	\$ 83,025	\$ 83,025	\$ 83,025	\$ 83,025	\$ 83,025	\$ 83,025	\$ 83,025	\$ 83,025	\$ 83,025	\$ 83,025
	-	-	\$ 422,665	\$ 422,665	\$ 422,665	\$ 422,665	\$ 422,665	\$ 422,665	\$ 422,665	\$ 422,665	\$ 422,665	\$ 422,665	\$ 422,665
	-	-	\$ 107,952	\$ 107,952	\$ 107,952	\$ 107,952	\$ 107,952	\$ 107,952	\$ 107,952	\$ 107,952	\$ 107,952	\$ 107,952	\$ 107,952
	-	-	\$ 111,280	\$ 111,280	\$ 111,280	\$ 111,280	\$ 111,280	\$ 111,280	\$ 111,280	\$ 111,280	\$ 111,280	\$ 111,280	\$ 111,280
	-	-	\$ 84,701	\$ 84,701	\$ 84,701	\$ 84,701	\$ 84,701	\$ 84,701	\$ 84,701	\$ 84,701	\$ 84,701	\$ 84,701	\$ 84,701
	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ 809,622	\$ 809,622	\$ 809,622	\$ 809,622	\$ 809,622	\$ 809,622	\$ 809,622	\$ 809,622	\$ 809,622	\$ 809,622	\$ 809,622
	\$ -	\$ 135,577	\$ 8,379,733	\$ 8,493,284	\$ 8,608,539	\$ 18,982,023	\$ 19,254,609	\$ 19,531,284	\$ 19,812,109	\$ 20,097,146	\$ 20,386,459	\$ 20,680,111	\$ 20,978,169
	\$ -	\$ -	\$ 7,171,404	\$ 7,284,955	\$ 7,400,210	\$ 17,773,694	\$ 18,046,280	\$ 18,322,955	\$ 18,603,780	\$ 18,888,817	\$ 19,178,130	\$ 19,471,782	\$ 19,769,840

**ELEVATION AT OKEMOS POINTE - MERIDIAN CHARTER TOWNSHIP  
BROWNFIELD PLAN**

**Table 4c - Tax Impact on Taxing Jurisdictions**

Notes	AD VALOREM TAXING AUTHORITIES/ TAXING JURISDICTIONS (TJs)	Millage Summary: Millages Paid on Real Property without any Tax Exemptions			% of Millages Captured		Millage Rate Paid on Commercial Personal Property	Percent (% of Millage Rate Captured
		Annual	Not Allowed for Capture	Allowed for Capture (Net)	% of Local/ Regional Millages Captured (all except State School Millages)	% of All Millages Captured	BP Years:	BP Years:
							All Years	All Years
-	MERIDIAN CHARTER TOWNSHIP	-	-	-	22.79%	22.79%	-	-
-	Operating	4.2002	0.0000	4.2002	12.53%	12.53%	4.2002	75.00%
-	Parks/Recreation (2004)	0.3170	0.0000	0.3170	0.95%	0.95%	0.3170	75.00%
-	Pathways	0.2774	0.0000	0.2774	0.83%	0.83%	0.2774	75.00%
-	CATA Redi Ride	0.2000	0.0000	0.2000	0.60%	0.60%	0.2000	75.00%
-	Fire Protection	0.6405	0.0000	0.6405	1.91%	1.91%	0.6405	75.00%
-	Police Protection	0.6080	0.0000	0.6080	1.81%	1.81%	0.6080	75.00%
-	Land Preservation	0.3300	0.0000	0.3300	0.98%	0.98%	0.3300	75.00%
-	Community Services	0.1500	0.0000	0.1500	0.45%	0.45%	0.1500	75.00%
-	Local Roads	0.2500	0.0000	0.2500	0.75%	0.75%	0.2500	75.00%
-	Parks/Recreation (2014)	0.6667	0.0000	0.6667	1.99%	1.99%	0.6667	75.00%
-	Debt	0.2000	0.2000	0.0000	0.00%	0.00%	0.2000	0.00%
-	Subtotal of Local Government Unit (LGU) Millages and Tax Capture: Annual	7.8398	0.2000	7.6398	22.79%	22.79%	7.8398	
-	Local Government Unit (LGU) Tax Capture: Cumulative							
-	INGHAM COUNTY	-	-	-	-	-	-	-
-	County Operating	6.3512	0.0000	6.3512	18.95%	18.95%	6.3512	75.00%
-	Indigent Veterans Relief Fund	0.0330	0.0000	0.0330	0.10%	0.10%	0.0330	75.00%
-	Potter Park Zoo	0.4100	0.0000	0.4100	1.22%	1.22%	0.4100	75.00%
-	Public Transportation	0.1200	0.0000	0.1200	0.36%	0.36%	0.1200	75.00%
-	Special Transportation	0.4800	0.0000	0.4800	1.43%	1.43%	0.4800	75.00%
-	911 System	0.8431	0.0000	0.8431	2.52%	2.52%	0.8431	75.00%
-	Juvenile Justice	0.6000	0.0000	0.6000	1.79%	1.79%	0.6000	75.00%
-	Farmland Preservation	0.1400	0.0000	0.1400	0.42%	0.42%	0.1400	75.00%
-	Health Services	0.3500	0.0000	0.3500	1.04%	1.04%	0.3500	75.00%
-	Parks/Trails	0.5000	0.0000	0.5000	1.49%	1.49%	0.5000	75.00%
-	Capital Region Airport Authority - CRAA	0.6990	0.0000	0.6990	2.09%	2.09%	0.6990	75.00%
-	Capital Area Transportation Authority - CATA	3.0070	0.0000	3.0070	8.97%	8.97%	3.0070	75.00%
-	LIBRARY	-	-	-	-	-	-	-
-	Capital Area District Library - CADL	1.5600	0.0000	1.5600	4.65%	4.65%	1.5600	75.00%
-	INTERMEDIATE SCHOOL DISTRICTS (ISD)	-	-	-	-	-	-	-
-	RESA Operating	0.1894	0.0000	0.1894	0.57%	0.57%	0.1894	75.00%
-	RESA Special Education	4.5062	0.0000	4.5062	13.44%	13.44%	4.5062	75.00%
-	RESA Vocational Education	1.2925	0.0000	1.2925	3.86%	3.86%	1.2925	75.00%
-	COMMUNITY COLLEGE	-	-	-	-	-	-	-
-	Lansing Community College - LCC	3.8072	0.0000	3.8072	11.36%	11.36%	3.8072	75.00%
-	LOCAL SCHOOL MILLAGES: excludes State School millages	-	-	-	-	-	-	-
-	School Debt	7.0000	7.0000	0.0000	0.00%	0.00%	7.0000	0.00%
-	School Building and Site ("Sinking Fund" millage available for tax capture)	0.9919	0.0000	0.9919	2.96%	2.96%	0.9919	75.00%
-	Subtotal of Non-LGU Local Millages and Tax Capture: Annual	32.8805	7.0000	25.8805	77.21%	77.21%	32.8805	
-	Non-LGU Local Tax Capture: Cumulative							
-	Total Local Tax Capture: Annual	40.7203	7.2000	33.5203	100.00%	100.00%	40.7203	
-	Total Local Tax Capture: Cumulative							
-	STATE SCHOOL MILLAGES: excludes Local School millages	-	-	-	-	-	-	-
-	State Education Tax - SET	6.0000	6.0000	0.0000	0.00%	0.00%	6.0000	0.00%
-	Local School Operating - LSO (18 mills for Real Property; only 6 mills for Personal Property)	18.0000	18.0000	0.0000	0.00%	0.00%	6.0000	0.00%
-	Total State & Local School Tax Capture: Annual	24.0000	24.0000	0.0000	0.00%	0.00%	12.0000	
-	Total State & Local School Tax Capture: Cumulative							
-	TOTAL LOCAL TAX AND STATE & LOCAL SCHOOL TAX CAPTURE: ANNUAL	64.7203	31.2000	33.5203	-	100.00%	52.7203	
-	TOTAL LOCAL TAX AND STATE & LOCAL SCHOOL TAX CAPTURE: CUMULATIVE							

Notes:

Unless otherwise noted, the most current available millage rates are utilized and are assumed to be in effect for the duration of the Plan. Actual rates are subject to change and may be higher or lower, and may include the elimination of existing millages and/or the addition of new millages.



Year	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
BP Year Number	0	0	1	2	3	4	5	6	7	8	9	10	11	
														Total Tax Capture
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	\$ 0	\$ 0	\$ 22,591	\$ 22,949	\$ 23,312	\$ 55,990	\$ 56,848	\$ 57,720	\$ 58,605	\$ 59,503	\$ 60,414	\$ 61,339	\$ 62,278	\$ 541,548
	\$ 0	\$ 0	\$ 1,705	\$ 1,732	\$ 1,759	\$ 4,226	\$ 4,291	\$ 4,356	\$ 4,423	\$ 4,491	\$ 4,560	\$ 4,629	\$ 4,700	\$ 40,872
	\$ 0	\$ 0	\$ 1,492	\$ 1,516	\$ 1,540	\$ 3,698	\$ 3,755	\$ 3,812	\$ 3,871	\$ 3,930	\$ 3,990	\$ 4,051	\$ 4,113	\$ 35,766
	\$ 0	\$ 0	\$ 1,076	\$ 1,093	\$ 1,110	\$ 2,666	\$ 2,707	\$ 2,748	\$ 2,791	\$ 2,833	\$ 2,877	\$ 2,921	\$ 2,965	\$ 25,787
	\$ 0	\$ 0	\$ 3,445	\$ 3,500	\$ 3,555	\$ 8,538	\$ 8,669	\$ 8,802	\$ 8,937	\$ 9,074	\$ 9,213	\$ 9,354	\$ 9,497	\$ 82,582
	\$ 0	\$ 0	\$ 3,270	\$ 3,322	\$ 3,374	\$ 8,105	\$ 8,229	\$ 8,355	\$ 8,483	\$ 8,613	\$ 8,745	\$ 8,879	\$ 9,015	\$ 78,392
	\$ 0	\$ 0	\$ 1,775	\$ 1,803	\$ 1,832	\$ 4,399	\$ 4,466	\$ 4,535	\$ 4,604	\$ 4,675	\$ 4,747	\$ 4,819	\$ 4,893	\$ 42,548
	\$ 0	\$ 0	\$ 807	\$ 820	\$ 833	\$ 2,000	\$ 2,030	\$ 2,061	\$ 2,093	\$ 2,125	\$ 2,158	\$ 2,191	\$ 2,224	\$ 19,340
	\$ 0	\$ 0	\$ 1,345	\$ 1,366	\$ 1,388	\$ 3,333	\$ 3,384	\$ 3,436	\$ 3,488	\$ 3,542	\$ 3,596	\$ 3,651	\$ 3,707	\$ 32,233
	\$ 0	\$ 0	\$ 3,586	\$ 3,643	\$ 3,700	\$ 8,887	\$ 9,024	\$ 9,162	\$ 9,302	\$ 9,445	\$ 9,590	\$ 9,736	\$ 9,885	\$ 85,960
	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
	\$ 0	\$ 0	\$ 41,091	\$ 41,742	\$ 42,402	\$ 101,841	\$ 103,402	\$ 104,988	\$ 106,597	\$ 108,230	\$ 109,888	\$ 111,570	\$ 113,278	\$ 985,029
	\$ 0	\$ 0	\$ 41,091	\$ 82,833	\$ 125,235	\$ 227,075	\$ 330,478	\$ 435,466	\$ 542,063	\$ 650,293	\$ 760,180	\$ 871,751	\$ 985,029	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	\$ 0	\$ 0	\$ 34,160	\$ 34,701	\$ 35,250	\$ 84,663	\$ 85,962	\$ 87,280	\$ 88,617	\$ 89,975	\$ 91,353	\$ 92,752	\$ 94,172	\$ 818,885
	\$ 0	\$ 0	\$ 177	\$ 180	\$ 183	\$ 440	\$ 447	\$ 453	\$ 460	\$ 467	\$ 475	\$ 482	\$ 489	\$ 4,255
	\$ 0	\$ 0	\$ 2,205	\$ 2,240	\$ 2,276	\$ 5,465	\$ 5,549	\$ 5,634	\$ 5,721	\$ 5,808	\$ 5,897	\$ 5,988	\$ 6,079	\$ 52,863
	\$ 0	\$ 0	\$ 645	\$ 656	\$ 666	\$ 1,600	\$ 1,624	\$ 1,649	\$ 1,674	\$ 1,700	\$ 1,726	\$ 1,752	\$ 1,779	\$ 15,472
	\$ 0	\$ 0	\$ 2,582	\$ 2,623	\$ 2,664	\$ 6,399	\$ 6,497	\$ 6,596	\$ 6,697	\$ 6,800	\$ 6,904	\$ 7,010	\$ 7,117	\$ 61,888
	\$ 0	\$ 0	\$ 4,535	\$ 4,606	\$ 4,679	\$ 11,239	\$ 11,411	\$ 11,586	\$ 11,764	\$ 11,944	\$ 12,127	\$ 12,312	\$ 12,501	\$ 108,704
	\$ 0	\$ 0	\$ 3,227	\$ 3,278	\$ 3,330	\$ 7,998	\$ 8,121	\$ 8,245	\$ 8,372	\$ 8,500	\$ 8,630	\$ 8,762	\$ 8,896	\$ 77,360
	\$ 0	\$ 0	\$ 753	\$ 765	\$ 777	\$ 1,866	\$ 1,895	\$ 1,924	\$ 1,953	\$ 1,983	\$ 2,014	\$ 2,045	\$ 2,076	\$ 18,051
	\$ 0	\$ 0	\$ 1,882	\$ 1,912	\$ 1,943	\$ 4,666	\$ 4,737	\$ 4,810	\$ 4,883	\$ 4,958	\$ 5,034	\$ 5,111	\$ 5,190	\$ 45,127
	\$ 0	\$ 0	\$ 2,689	\$ 2,732	\$ 2,775	\$ 6,665	\$ 6,767	\$ 6,871	\$ 6,976	\$ 7,083	\$ 7,192	\$ 7,302	\$ 7,414	\$ 64,467
	\$ 0	\$ 0	\$ 3,760	\$ 3,819	\$ 3,880	\$ 9,318	\$ 9,461	\$ 9,606	\$ 9,753	\$ 9,902	\$ 10,054	\$ 10,208	\$ 10,364	\$ 90,125
	\$ 0	\$ 0	\$ 16,173	\$ 16,429	\$ 16,689	\$ 40,084	\$ 40,699	\$ 41,323	\$ 41,956	\$ 42,599	\$ 43,251	\$ 43,914	\$ 44,586	\$ 387,704
-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 0
	\$ 0	\$ 0	\$ 8,391	\$ 8,523	\$ 8,658	\$ 20,795	\$ 21,114	\$ 21,438	\$ 21,766	\$ 22,100	\$ 22,438	\$ 22,782	\$ 23,131	\$ 201,137
-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 0
	\$ 0	\$ 0	\$ 1,019	\$ 1,035	\$ 1,051	\$ 2,525	\$ 2,563	\$ 2,603	\$ 2,643	\$ 2,683	\$ 2,724	\$ 2,766	\$ 2,808	\$ 24,420
	\$ 0	\$ 0	\$ 24,237	\$ 24,621	\$ 25,010	\$ 60,069	\$ 60,990	\$ 61,925	\$ 62,874	\$ 63,838	\$ 64,815	\$ 65,808	\$ 66,815	\$ 581,002
	\$ 0	\$ 0	\$ 6,952	\$ 7,062	\$ 7,174	\$ 17,229	\$ 17,494	\$ 17,762	\$ 18,034	\$ 18,310	\$ 18,591	\$ 18,875	\$ 19,164	\$ 166,647
-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 0
	\$ 0	\$ 0	\$ 20,477	\$ 20,801	\$ 21,131	\$ 50,751	\$ 51,529	\$ 52,319	\$ 53,121	\$ 53,935	\$ 54,761	\$ 55,600	\$ 56,451	\$ 490,877
-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ 0
	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
	\$ 0	\$ 0	\$ 5,335	\$ 5,419	\$ 5,505	\$ 13,222	\$ 13,425	\$ 13,631	\$ 13,840	\$ 14,052	\$ 14,267	\$ 14,486	\$ 14,707	\$ 127,890
	\$ 0	\$ 0	\$ 139,200	\$ 141,404	\$ 143,641	\$ 344,994	\$ 350,285	\$ 355,655	\$ 361,106	\$ 366,639	\$ 372,255	\$ 377,955	\$ 383,740	\$ 3,336,873
	\$ 0	\$ 0	\$ 139,200	\$ 280,603	\$ 424,244	\$ 769,238	\$ 1,119,523	\$ 1,475,179	\$ 1,836,285	\$ 2,202,924	\$ 2,575,179	\$ 2,953,133	\$ 3,336,873	-
	\$ 0	\$ 0	\$ 180,291	\$ 183,145	\$ 186,043	\$ 446,835	\$ 453,688	\$ 460,643	\$ 467,703	\$ 474,869	\$ 482,143	\$ 489,525	\$ 497,018	\$ 4,321,903
	\$ 0	\$ 0	\$ 180,291	\$ 363,436	\$ 549,479	\$ 996,314	\$ 1,450,001	\$ 1,910,644	\$ 2,378,348	\$ 2,853,217	\$ 3,335,359	\$ 3,824,884	\$ 4,321,903	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
	\$ 0	\$ 0	\$ 180,291	\$ 183,145	\$ 186,043	\$ 446,835	\$ 453,688	\$ 460,643	\$ 467,703	\$ 474,869	\$ 482,143	\$ 489,525	\$ 497,018	\$ 4,321,903
	\$ 0	\$ 0	\$ 180,291	\$ 363,436	\$ 549,479	\$ 996,314	\$ 1,450,001	\$ 1,910,644	\$ 2,378,348	\$ 2,853,217	\$ 3,335,359	\$ 3,824,884	\$ 4,321,903	-

**ELEVATION AT OKEMOS POINTE - MERIDIAN CHARTER TOWNSHIP  
BROWNFIELD PLAN  
Table 4d - Reimbursement of Eligible Activities & Disbursements**

Notes	DISBURSEMENTS TO BROWNFIELD REDEVELOPMENT AUTHORITY & MBRF		Totals	
-	State of Michigan Brownfield Redevelopment Fund (MBRF): Funded from the capture of the State Education Tax (SET) millages (if applicable) - Estimated State Education Tax (SET) Captured		\$ 0	
-	Reimbursement of Local Brownfield Redevelopment Authority Administrative & Operating Expenses	0.00% of Local Tax Capture during Brownfield Plan. 0.00% of Local Tax Capture thereafter.	\$ 0	
-	Local Brownfield Redevelopment Authority Site Remediation Revolving Fund (LSRRF)  Note: The LSRRF will capture an amount equal to 2.5% of the Eligible Activity amount reimbursed to the Developer, excluding interest and Administrative Activities (e.g., Brownfield & Work Plan Preparation).	0.00% of Local Tax Capture during Brownfield Plan. 0.00% of Local Tax Capture thereafter.  LSRRF is allowed to capture up to: \$ -	\$ 86,344 2.5% of Developer EA Amount = \$86,344	
-	Annual Remaining Revenue Available for Reimbursement			
-	Cumulative Remaining Revenue Available for Reimbursement			

Notes	REIMBURSEMENT OF ELIGIBLE ACTIVITIES			
-	<b>Environmental Activities: Michigan Department of Environmental Quality (MDEQ)</b>			
-	Local Tax Increment Reimbursement		\$ 2,440,317	
-	State & Local School Tax Increment Reimbursement (LSO & SET)		\$ 0	
-	<b>TOTAL MDEQ REIMBURSEMENT (Eligible Costs)</b>		<b>\$ 2,440,317</b>	
-	<b>Non-Environmental Activities: Brownfield Redevelopment Authority (BRA) &amp; Michigan Strategic Fund (MSF)</b>			
-	Local Tax Increment Reimbursement		\$ 1,364,442	
-	State & Local School Tax Increment Reimbursement (LSO & SET)		\$ 0	
-	<b>TOTAL BRA &amp; MSF REIMBURSEMENT (Eligible Costs)</b>		<b>\$ 1,364,442</b>	
-	<b>TOTAL ANNUAL REIMBURSEMENT: BRA, MDEQ &amp; MSF (Eligible Costs)</b>		<b>\$ 3,804,759</b>	
-	<b>TOTAL CUMULATIVE REIMBURSEMENT: BRA, MDEQ &amp; MSF (Eligible Costs)</b>			
-	<i>Remaining Unreimbursed Balance</i>			
-	<i>Surplus Revenue from Local Tax Increment (returned to Taxing Jurisdictions on a pro rata basis) =</i>			

**Notes:**

- 1 Unless amended by the local unit of government, the Plan is anticipated to remain in effect until all approved activities in this Plan are reimbursed.
- 2 The Eligible Activities projected in this Plan may switch categories if site or environmental conditions change. If conditions change, an Eligible Activity may fall under a different category (such as an Environmental or Non-Environmental Eligible Activity) so long as the Plan does not involve the capture of State School Tax Increment Revenue (i.e., an Act 381 Work Plan). Local Only Tax Capture Plans can adjust between Environmental and Non-Environmental Activity categories.  
  
For the Eligible Activities identified in the Plan, the costs of any Activities may be adjusted after the date the Plan is approved by the Brownfield Redevelopment Authority or Governing Body, so long as the costs do not exceed the combined total of all Eligible Activity costs (combined Environmental and Non-Environmental costs) plus, if allowed, a pro-rata contingency amount (but excluding the interest amount), to the extent that the adjustments do not violate the terms of any approved documents, such as a Development Reimbursement Agreement, or Public Act 381 of 1996, as amended.
- 3

Year	2016	2017	2018	2019	2020	2021	2022	2023	2024
BP Year Number	0	0	1	2	3	4	5	6	7
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Annual:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cumulative:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Annual:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Cumulative:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

	\$ 0	\$ 0	\$ 180,291	\$ 183,145	\$ 186,043	\$ 446,835	\$ 453,688	\$ 460,643	\$ 467,703
	\$ 0	\$ 0	\$ 180,291	\$ 363,436	\$ 549,479	\$ 996,314	\$ 1,450,001	\$ 1,910,644	\$ 2,378,348

	\$ 0	\$ 0	\$ 180,291	\$ 183,145	\$ 186,043	\$ 446,835	\$ 453,688	\$ 460,643	\$ 467,703
	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
	\$ 0	\$ 0	\$ 180,291	\$ 183,145	\$ 186,043	\$ 446,835	\$ 453,688	\$ 460,643	\$ 467,703

	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
	\$ 0	\$ 0	\$ 180,291	\$ 183,145	\$ 186,043	\$ 446,835	\$ 453,688	\$ 460,643	\$ 467,703
	\$ 0	\$ 0	\$ 180,291	\$ 363,436	\$ 549,479	\$ 996,314	\$ 1,450,001	\$ 1,910,644	\$ 2,378,348
	\$ 3,804,759	\$ 3,804,759	\$ 3,624,468	\$ 3,441,323	\$ 3,255,280	\$ 2,808,445	\$ 2,354,757	\$ 1,894,114	\$ 1,426,411
	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Capture Period Ends for  
Developer Reimbursement  
& LSRRF

2025	2026	2027	2028	Totals
8	9	10	11	-
\$ -	\$ -	\$ -	\$ -	\$ 0

\$ -	\$ -	\$ -	\$ -	\$ 0
\$ 0	\$ 0	\$ 0	\$ 0	-

\$ -	\$ -	\$ 20,126	\$ 66,218	\$ 86,344
\$ 0	\$ 0	\$ 20,126	\$ 86,344	-

\$ 474,869	\$ 482,143	\$ 469,399	\$ 430,800	-
\$ 2,853,217	\$ 3,335,359	\$ 3,804,758	\$ 4,235,559	-

\$ 61,969	\$ 0	\$ 0	\$ 0	\$ 2,440,317
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 61,969	\$ 0	\$ 0	\$ 0	\$ 2,440,317

\$ 412,900	\$ 482,143	\$ 469,399	\$ 0	\$ 1,364,442
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 412,900	\$ 482,143	\$ 469,399	\$ 0	\$ 1,364,442
\$ 474,869	\$ 482,143	\$ 469,399	\$ 0	\$ 3,804,759
\$ 2,853,217	\$ 3,335,359	\$ 3,804,758	\$ 3,804,759	-
\$ 951,542	\$ 469,399	\$ 0	\$ 0	-
\$ 0	\$ 0	\$ 0	\$ 430,800	-

Capture Period Ends for  
Developer Reimbursement  
& LSRRF.

**Section XX. Tax Valuation and Payment of Tax Increment Revenue Shortfall.** Owner and ICBRA have entered into this Agreement in reliance on certain assumptions about the increase in tax value of the Property that will be created by the Development, as contained in the Brownfield Plan, attached as Exhibit XX. Owner agrees that if there is a tax appeal of the valuation of all or any part of the Property below the assessed value identified in the Brownfield Plan during the duration of Brownfield Plan Tax Capture for reimbursement of Eligible Activities and LSRRF deposits, whether by Owner, a future tenant or any other future owner, and if by reason of such appeal the ICBRA is required to reimburse a taxpayer for any funds which have been paid to Owner, Owner shall be responsible for repaying ICBRA the amount reimbursed to the taxpayer as a result of any reduction in the assessed value of all or part of the Property. The Owner's obligation to repay the ICBRA under this Section does not constitute a waiver of Owner's right to be reimbursed again from the Tax Capture for all Eligible Activities to the extent that sufficient funds are available to pay Owner subsequent to such repayment. This obligation and all rights and privileges contained herein may be assigned by written agreement between Owner and any future tenant or owner of the Property. A copy of such assignment shall be provided to the ICBRA.

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE CONTRACT FOR RENEWING COURTVIEW  
SUPPORT SERVICES**

**RESOLUTION # 16 –**

WHEREAS, Ingham County currently utilizes CourtView Software as our criminal justice application; and

WHEREAS, annual maintenance is required to maintain the system and had been purchased every year since Ingham County purchased the software; and

WHEREAS, the payment totaling \$150,575.00 for annual support is due for the support from January 1<sup>st</sup>, 2017-December 31<sup>st</sup>, 2017; and

WHEREAS, the annual contract amount proposed by Courtview is a 1% from the prior year; and

WHEREAS, this annual payment has been planned for and budgeted and will provide the needed application support and upgrades needed to maintain our current applications.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the contract renewal for support from CourtView in the amount not to exceed \$150,575.00.

BE IT FURTHER RESOLVED, the total cost will be paid from the Innovation and Technology's LOFT Fund (636-25820-932050).

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

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

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville

**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE RENEWAL OF THE MICROSOFT ENTERPRISE  
AGREEMENT THROUGH CDWG**

**RESOLUTION # 16 –**

WHEREAS, Ingham County currently utilizes Microsoft products for our workstation, server, email, and office productivity applications; and

WHEREAS, ITD has audited and researched Ingham County licensing to ensure that the County is legally compliant while having the lowest cost possible; and

WHEREAS, the current licensing agreement will expire on January 31<sup>st</sup>, 2017 unless renewed; and

WHEREAS, the annual contract amount is in the 2017 budget; and

WHEREAS, CDWG has been awarded the co-operatively bid contract with the State of Michigan that provides the best pricing available to Ingham County and is the vendor of choice for providing the Microsoft Enterprise Agreement.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the renewal of the Enterprise Agreement from Microsoft in the amount not to exceed \$370,000.00 per year for three years with the option to add additional years.

BE IT FURTHER RESOLVED, the total cost will be paid from the Innovation and Technology's Contract Maintenance Fund (636-25810-932033).

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

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

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville

**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO RETAIN MDEQ SCRAP TIRE MARKET DEVELOPMENT - DEVULCANIZED RUBBER MODIFIED WARM MIX ASPHALT PAVEMENT PROJECT TESTING AND RESEARCH SERVICES WITH MICHIGAN STATE UNIVERSITY**

**RESOLUTION # 16 –**

WHEREAS, the Ingham County Road Department (ICRD) received a Michigan Department of Environmental Quality (MDEQ) grant to investigate devulcanized rubber (DVR) modified warm mix asphalt (WMA) mixtures relative to existing commercially available polymer modified WMA mixtures; and

WHEREAS, the MDEQ scrap tire market development - devulcanized rubber modified warm mix asphalt pavement grant requires testing and research services that the ICRD is not qualified or prepared to perform; and

WHEREAS, the Purchasing Department solicited proposals per RFP, #210-16 from qualified and experienced organizations, agencies, and consulting firms to provide the required testing and research services and received one proposal from Michigan State University; and

WHEREAS, Road Department and Purchasing Department staff reviewed the proposal for adherence to county purchasing requirements, proposed unit prices, experience, and overall value to the county; and

WHEREAS, Road Department staff recommends that the Board of Commissioners retain Michigan State University to provide the required testing and research services at the proposed cost of \$108,136.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes retaining Michigan State University to provide the required MDEQ scrap tire market development - devulcanized rubber modified warm mix asphalt pavement grant testing and research services at the proposed cost of \$108,136.

BE IT FURTHER RESOLVED, 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:** Nolan, Celentino, Bahar-Cook, Hope, Maiville

**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT WITH SPICER GROUP, INC. TO  
PROVIDE CONSULTING SERVICES TO AND ASSIST THE INGHAM COUNTY PARKS STAFF  
WITH THE DELIVERY OF CERTAIN MILLAGE RELATED ITEMS**

**RESOLUTION # 16 –**

WHEREAS, Board of Commissioner Resolution 16-103 directed staff to develop a job description for a staff person who would specifically work on the trails and parks millage; and

WHEREAS, the Park Commission passed a motion at their June 27, 2016 meeting to direct staff to work with the Purchasing Department to issue a Request for Proposal (RFP) for a consultant with various personnel with very diverse skill sets to assist County staff with the Trails and Park Millage; and

WHEREAS, the Purchasing Department solicited proposals from experienced and qualified professional consultants for the purpose of providing consulting services to and assisting the Ingham County Parks staff with the delivery of certain millage related items; and

WHEREAS, after careful review and evaluation of the proposals received, the Evaluation Committee recommends that a contract be awarded to Spicer Group, Inc. who submitted the most responsive and responsible proposal.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes awarding a contract to Spicer Group, Inc., for an estimated first-year cost of \$95,206.00 and an estimated second-year cost of \$97,640.74 for a combined two-year total not to exceed \$192,846.74 from the Trails and Parks Millage to provide consulting services to and assist the Ingham County Parks staff with the delivery of certain millage related items.

BE IT FURTHER RESOLVED, the term of the contract is two years from the date of execution.

BE IT FURTHER RESOLVED, the Board of Commissioners also authorizes Spicer Group's attendance at Park Commission or Board of Commissioners meeting(s), if required and requested, at a cost of \$350.00 per meeting, in a total not to exceed three meetings per year for a total cost of \$1,050 a year.

BE IT FURTHER RESOLVED, the Board of Commissioners approves an option to renew the contract for an additional two year period provided the annual cost increases should not exceed the Consumer Price Index's Annual Inflation rate or 1%, whichever is greater, during the term of the Agreement.

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

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

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville  
**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert  
**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION APPROVING PROCEEDING TO CLOSE PERMANENT CONSERVATION  
EASEMENT DEEDS ON THE SHERIDAN, MIEDEMA, AND LOVETTE PROPERTIES**

**RESOLUTION # 16 –**

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

WHEREAS, by Resolution #04-210, Ingham County established an Agricultural Preservation Board (currently known as the Farmland and Open Space Preservation Board), charged with reducing sprawl and encouraging wise land use by purchasing development rights from owners of undeveloped rural land who might otherwise be forced by economic circumstances to develop their land; and

WHEREAS, the Ingham County Farmland and Open Space Preservation Board has scored and ranked all applications received for the 2015 application cycle, and of which, said ranking was approved by Resolution #16-044; and

WHEREAS, the Ingham County Purchasing Department negotiated prices to be paid for the Conservation Easement Deeds through a “Bid” process; and

WHEREAS, the Ingham County Farmland and Open Space Preservation Board has funding in place to close Permanent Conservation Easement Deeds on all properties using 100% locals fund on the Sheridan, Miedema, and Lovette properties.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves proceeding to close on the Sheridan, Miedema and Lovette properties at a price not to exceed the amount listed in the chart below:

<u>Name</u>	<u>Appraisal /CE Price</u>	<u>Landowner Contribution</u>	<u>County</u>
Sheridan	\$253,000.00	\$3000.00	\$250,000.00
Miedema	\$554,500.00	\$0.00	\$554,500.00
Lovette	\$305,000.00	\$0.00	\$305,000.00

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

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville  
**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert  
**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

Introduced by County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION APPROVING THE RANKING OF THE 2016 FARMLAND AND OPEN SPACE  
PRESERVATION PROGRAMS APPLICATION CYCLE RANKING AND RECOMMENDATION  
TO PURCHASE PERMANENT CONSERVATION EASEMENT DEEDS ON THE  
TOP RANKED PROPERTIES**

**RESOLUTION # 16 –**

WHEREAS, by Resolution #04-210, Ingham County established an Agricultural Preservation Board (currently known as the Farmland and Open Space Board Preservation Program), charged with reducing sprawl and encouraging wise land use by purchasing development rights from owners of undeveloped rural land who might otherwise be forced by economic circumstances to develop their land; and

WHEREAS, on August 5, 2008, the voters of Ingham County approved the levy of 0.14 mills for the purpose of funding the Farmland and Open Space Preservation Board; and

WHEREAS, Resolution #10-100 directs the Farmland and Open Space Board to identify agricultural and open space property for inclusion in the program, to rank the applications received according to established criteria approved by the Board of Commissioners, and to select properties for purchase of Conservation Easement Deeds which requires approval by the Board of Commissioners; and

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

WHEREAS, the Ingham County Farmland and Open Space Preservation Board has scored and ranked all farmland open space applications received for the 2016 cycle and wishes to proceed with negotiations on the top ranked properties.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the 2016 Farmland and Open Space Application Ranking as attached, and approves the FOSP Board to proceed with negotiations on the top ranked properties.

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

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville  
**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert  
**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

## 2016 Farmland Score and Rank

Applicant Zones	Agricultural Productivity	Size of Parcels	Additional Ag Income	Proximity to Existing Livestock Farm	Proximity to Water or Sewer	Proximity to Designated Population Center	Road Frontage	Location to Protected Property	Block Applications	Additional Ag Characteristics	MAEAP	Final Score
Casey K. Moore_1	15.27	6.35	5	5	10	28	8	20	0	0	0	95.62
Spragg, Topliff and Smith Tr	15.07	15.00	5	5	5	22	8	20	0	0	0	95.07
David K Lyon_1	11.16	15.00	5	5	5	24	4	20	0	0	0	89.16
DeForest_1	11.71	15.00	5	0	10	0	8	15	0	0	0	64.71
Douglas G. Ware_1	12.33	7.60	0	5	7	30	0	0	0	0	0	61.93
Eldred_1	15.65	15.00	0	3	10	0	8	10	0	0	0	61.65
Hunter Brooks Land LLC, Ki	15.91	9.51	0	3	5	26	0	0	0	0	0	59.42
Rogers J._1	15.88	15.00	0	0	5	0	4	10	8	0	0	57.88
Shaw L._1	15.14	15.00	5	5	10	0	0	0	6	0	0	56.14
Bergeon_1	13.61	7.80	0	3	5	22	4	0	0	0	0	55.41
Miner_1	17.24	9.50	0	5	10	0	8	5	0	0	0	54.74
Shaw D._1	9.23	14.09	5	5	10	0	4	0	6	0	0	53.32
Rogers M. & D._1	12.16	15.00	0	0	5	0	8	5	8	0	0	53.16
Irwin_1	14.48	7.44	0	0	10	0	0	20	0	0	0	51.92
Collar_1	15.25	4.00	0	0	5	26	0	0	0	0	0	50.25
Hector-Klee_1	17.35	7.15	0	5	0	0	4	15	0	0	0	48.50
Nelton_1	15.64	4.69	0	3	10	0	0	15	0	0	0	48.32
Drumm_1	14.29	15.00	0	5	5	0	4	5	0	0	0	48.29
John E Pidd, Rebecca Pidd,	12.77	11.50	0	5	0	0	4	15	0	0	0	48.27
Cavanaugh_1	6.96	15.00	5	5	5	0	6	0	0	5	0	47.96
Clark_1	15.26	5.30	5	0	5	0	0	15	0	0	0	45.56
Henney_1	6.34	6.45	0	0	5	0	6	20	0	0	0	43.79
Sager_1	18.45	0.00	0	0	10	0	0	15	0	0	0	43.45
Halmich Sod Farm_1	1.22	5.65	0	0	5	30	0	0	0	0	0	41.87
Mark M Mayes_1	12.27	0.00	0	0	10	0	4	15	0	0	0	41.27
Viecelli_1	14.43	15.00	0	0	5	0	6	0	0	0	0	40.43
Shaw T._1	11.23	2.00	5	5	10	0	0	0	6	0	0	39.23
Warfle_1	15.00	4.71	0	5	5	0	4	0	0	5	0	38.71
Baumer_1	15.00	0.00	0	3	0	0	0	20	0	0	0	38.00
Smith_1	16.65	14.82	0	0	0	0	6	0	0	0	0	37.47
Morehouse_1	16.95	10.86	0	0	0	0	4	0	0	5	0	36.81
Cheney R. S._1	13.36	4.00	0	5	5	0	4	5	0	0	0	36.36
Richardson_1	11.15	6.00	0	0	5	0	0	5	8	0	0	35.15
Fitzgerald_1	12.20	5.64	5	3	5	0	4	0	0	0	0	34.84
Brake_1	15.57	7.50	0	5	5	0	0	0	0	0	0	33.07
Thomas_1	15.30	4.00	0	3	5	0	4	0	0	0	0	31.30

2016 Farmland score and rank 9-12-16

## 2016 Open Space Score and Rank

Applicant Name	Riparian Land Score	Wetland Score	Rare Species Score	Parcel Size Score	PCA Score	Road Frontage Score	Forest Score	Other Open Habitat Score	Flood Plain Score	Aquifer Recharge Score	Proximity to Urban Score	Distance to Other Property Score	Applicant Score
Peterson Trust	5.00	1.89	0.00	10.18	6.00	0.00	4.59	0.08	0.00	2.81	25.00	10.00	65.32
Rowe	0.00	0.15	0.00	20.20	0.00	2.00	0.21	0.00	0.00	1.02	20.00	6.00	49.58
Coppemoll	5.00	0.08	0.00	25.00	6.00	2.00	0.00	0.00	0.00	1.82	0.00	4.00	43.90
Bergeon	0.00	0.56	0.00	19.70	0.00	2.00	3.13	0.00	0.00	0.24	10.00	0.00	35.63
Wild	5.00	0.59	0.00	16.33	6.00	0.00	0.00	0.38	4.79	0.00	0.00	0.00	33.09
McCarthy	0.00	0.04	6.00	14.72	6.00	1.23	0.18	0.00	0.00	0.00	0.00	0.00	28.18
Thomas	0.00	2.29	0.00	10.04	6.00	2.00	3.29	0.00	0.00	0.00	0.00	0.00	23.62
Benjamin	0.00	0.11	0.00	15.90	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	18.01
Culver	0.00	0.67	3.00	2.66	6.00	0.10	1.72	1.91	0.00	0.00	0.00	0.00	16.06

Open Space Scored Applicants 8-11-16 (Stacy Byers's conflicted copy 2016-10-31)

Introduced by the County Services and Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO WAIVE POLICY RULES TO ALLOW  
EMPLOYEE PURCHASE OF OBSOLETE PROPERTY**

**RESOLUTION # 16 –**

WHEREAS, the Ingham County Board of Commissioners adopted a policy directing that disposal of all surplus County-owned personal property which is of no significant value to County operations occur through public auction; and

WHEREAS, except for sales to other units of government or to non-profit corporations, it is the stated County objective to maximize the net proceeds from the sale of surplus County-owned property; and

WHEREAS, the outgoing Undersheriff has offered to purchase an obsolete County-issued mobile telephone assigned to him at a cost not to exceed their trade-in value as determined by the mobile telephone service provider; and

WHEREAS, in order to accommodate this requested sale of obsolete surplus property, it is necessary for the Ingham County Board of Commissioners to waive its policy requirement that disposal of surplus property occur by way of public auction.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby waives its requirement to dispose of an obsolete mobile telephone assigned to the outgoing Undersheriff at public auction.

BE IT FURTHER RESOLVED, prior to taking possession of the mobile telephones, the outgoing Undersheriff shall reimburse to Ingham County an amount equal to the trade-in value of the mobile telephone as determined by the mobile telephone service provider.

BE IT FURTHER RESOLVED, that the Purchasing Director is authorized to oversee this transaction on behalf of Ingham County.

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville

**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**



Introduced by the Finance Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO HONOR SHERIFF GENE L. WRIGGELSWORTH  
OF THE INGHAM COUNTY SHERIFF'S OFFICE**

**RESOLUTION # 16 –**

WHEREAS, Sheriff Gene L. Wriggelsworth was hired by the Michigan State Police in 1966, serving at the Flat Rock Post, East Lansing MSP Headquarters, Lansing Post and State Capital Post's as a trooper; and

WHEREAS, in 1974, Trooper Wriggelsworth was promoted the rank of Sergeant and assigned to the Tri-County Metro Narcotics Squad, which was the first regional Narcotics Unit in the State of Michigan that the State Police instituted, where he served as a Field Supervisor; and

WHEREAS, during his assignment to the Tri-County Metro Narcotics Squad, his leadership and supervision was responsible for hundreds of successful narcotics investigations, putting a tremendous dent in the illegal drug trade in Mid-Michigan and in 1977, the Michigan State Police promoted him to the rank of Lieutenant where he shared the commander role with the Tri-County Metro Narcotics Squad till 1988; and

WHEREAS, in 1988 Sheriff Wriggelsworth was elected to his first term as Sheriff of Ingham County; and

WHEREAS, in 1999 Sheriff Wriggelsworth completed his Bachelors in Business Administration from Northwood University and also attended the FBI National Academy in 1994, and

WHEREAS, during his long distinguished career as Sheriff of Ingham County, Gene served on over 25 law enforcement committees throughout the State including being appointed by the Governor to the Michigan Commission of Law Enforcement Standards for 10 years, and serving as their Chairperson in 2005. Sheriff Wriggelsworth was also elected to the Michigan Sheriff's Association in 1995 to the Board of Directors and served as the President in 1998; and

WHEREAS, Sheriff Wriggelsworth also served on many community boards, including the Holt School District as a school board member, the 100 Club of Great Lansing, MSU Staff and Command Advisory Board, Lansing Community College Police Academy Board, Boy Scouts of Michigan Board, Holt Schools Education Foundation Board and the Lansing Area Safety Council Board; and

WHEREAS, during his law enforcement career, Sheriff Wriggelsworth was the recipient of many police and community awards including the Public Service Award from American Society for Public Administration, Excellence in Public Service Award from Michigan Association of Counties, and Lansing Community College Distinguished Alumni Award; and

WHEREAS, Sheriff Wriggelsworth was elected to seven consecutive terms as the Sheriff of Ingham County; and

WHEREAS, after 28 years of dedicated service to the citizens of Ingham County, and 50 years in policing, Sheriff Wriggelsworth is ending his law enforcement career on December 31, 2016.

THEREFORE IT BE RESOLVED, that the Ingham County Board of Commissioners hereby honor Sheriff Gene L. Wriggelsworth for his 50 years of dedicated police service to the citizens of the great State of Michigan, and wishes him continued success in all of his future endeavors.

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

Introduced by the Finance Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION APPROVING VARIOUS CONTRACTS FOR THE 2017 BUDGET YEAR**

**RESOLUTION # 16 –**

WHEREAS, county policy requires that all contracts over \$5,000 be approved by the Board of Commissioners; and

WHEREAS, numerous contracts are approved by the Board of Commissioners each year, many of which are routine continuations of existing contracts; and

WHEREAS, funding for these contracts has been included within the 2017 Adopted Budget; and

WHEREAS, the budget also contains anticipated revenues and expenditures from certain grant programs, which will also require approval of agreements with granting agencies at various times during the fiscal year.

THEREFORE BE IT RESOLVED, that the Board Chairperson is authorized to sign agreements, contracts, and/or other documents related to grant programs and other county appropriations which are contained in the adopted budget, as listed in the attached document, subject to review by the County Attorney as to form and to certification by the Controller that 1) the total amount of revenues and expenditures and the net obligation to the County is not greater than what is budgeted; and 2) there is no change in employee status and no additional employees other than as authorized in the adopted budget.

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

BE IT FURTHER RESOLVED, that all contracts over \$5,000 that are not included in this resolution shall be approved by the Board of Commissioners by separate resolution.

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert  
**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

## LAW AND COURTS COMMITTEE

DEPARTMENT	CONTRACTOR NAME	REASON FOR CONTRACT	BEGIN DATE	END DATE	2016 COST	2017 PROJECTED	Proj. Increase over 2016	% Increase over 2016	Funding Source
Circuit Court	TEL/Thalner	Technology support for the Courtrooms (excluding Courtrooms 1 and 2)	01/01/17	12/31/17	\$23,000	\$23,000	\$0	0%	General Fund
Family Court	MSU Psychology Department	Diversion Program - Reduces days/cost for out of home care	10/01/16	09/30/17	\$163,132	\$164,763	\$1,631	1%	General Fund
Family Court	All Clear	Security X-Ray Machine Maintenance Agreement	01/01/17	12/31/17	\$3,800	\$3,800	\$0	0%	General Fund
Family Court	Highfields	Day Treatment Program - transportation and behavioral specialists	10/01/16	09/30/17	\$656,732	\$656,732	\$0	0%	50% JJM/50% State of MI
Family Court	Ingham Intermediate	Day Treatment Program - teachers & para-professionals	10/01/16	09/30/17	\$434,932	\$434,932	\$0	0%	50% JJM/50% State of MI
Family Court	Four Attorneys: Skinner, Watson, Staake, Fish	Guardian-Ad-Litem contracts to represent children in abuse and neglect hearings	01/01/17	12/31/17	\$200,000	\$200,000	\$0	0%	General Fund
Family Court	Residential Placements (several)	Out of home placement costs for delinquent youth. Per Diem Rates	10/01/16	09/30/17	\$1,777,692	\$1,777,692	\$0	0%	General Fund
Family Court	Peckham, Inc. Crossroads	Educational and vocational program for delinquent youth	10/01/16	09/30/17	\$319,542	\$319,542	\$0	0%	50% JJM/50% State of MI
Family Court	House Arrest Services	Home Detention including tethers, reduce out of home care	10/01/16	09/30/17	\$30,000	\$30,000	\$0	0%	General Fund
Family Court	Highfields	Evening Reporting Program - Transportation and Behavioral Specialists	10/01/16	09/30/17	\$304,588	\$304,588	\$0	0%	50% JJM/50% State of MI
Family Court	Peter Brown	Attorney contract to represent delinquent youth in DL and TY Cases	01/01/17	12/31/17	\$25,000	\$25,000	\$0	0%	General Fund
Family Court	Michelle Shannon	Attorney contract to represent youth in DL Cases	01/01/17	12/31/17	\$12,000	\$12,000	\$0	0%	General Fund
Sheriff	Lansing-Mason Ambulance	Inmate Ambulance Service	01/01/17	12/31/17	\$22,500	\$22,500	\$0	0%	General Fund
Sheriff	Holt/Mason Towing	Towing Services	01/01/17	12/31/17	\$1,500	\$1,500	\$0	0%	General Fund
Sheriff	Morophotrust	Software in Jail - Main/LiveScan	01/01/17	12/31/17	\$7,000	\$7,000	\$0	0%	General Fund
Ingham County	Legal Services of South Central Michigan	Income residents of Ingham County	01/01/17	12/31/17	\$20,000	\$20,000	\$0	0%	General Fund

**REVENUE CONTRACTS**

DEPARTMENT	CONTRACTOR NAME	REASON FOR CONTRACT	BEGIN DATE	END DATE	2016 REV	2017 PROJECTED	Proj. Increase over 2016	% Increase over 2016
Community Corrections	City of Lansing	Annual Grant for CCAB Administration	07/07/16	06/30/17	\$12,500	\$12,500	\$0	0%
Prosecuting Attorney	State of Michigan	VOCA Crime Victim Assistant Grant	10/01/16	09/30/17	\$133,890	\$106,919	-\$26,971	-20%
Prosecuting Attorney	State of Michigan	Cooperative Reimbursement Grant	10/01/16	09/30/17	\$756,437	\$756,790	\$2,353	0%
Prosecuting Attorney	State of Michigan	Victims Rights Grant	10/01/16	09/30/17	\$229,800	\$229,600	-\$200	0%
Sheriff	State of Michigan	Anti-Drug Abuse Program	10/01/16	09/30/17	\$21,166	\$16,653	-\$4,513	-21%
Sheriff	State of Michigan	Annual Grant for Secondary Road Patrol	10/01/16	09/30/17	\$248,002	\$248,002	\$0	0%
Sheriff	State of Michigan	Annual Grant for Marine Safety Programs	10/01/16	09/30/17	\$3,402	\$3,402	\$0	0%
Sheriff	State of Michigan	Annual Grant for Emergency Management	10/01/16	09/30/17	\$45,582	\$52,135	\$6,553	14%
Family Court	State of Michigan	Annual Child Care Agreement	10/01/16	09/30/17	\$6,485,929	\$6,755,241	\$269,312	4%
FOC	State of Michigan	Annual Access and Visitation Grant	10/01/16	09/30/17	\$5,200	\$5,200	\$0	0%
FOC	State of Michigan	Cooperative Reimbursement Grant	10/01/16	09/30/17	\$3,112,958	\$3,268,470	\$155,512	5%

HUMAN SERVICES COMMITTEE

DEPARTMENT	CONTRACTOR NAME	REASON FOR CONTRACT	BEGIN DATE	END DATE	2016 COST	2017 PROJECTED	Proj. Increase over 2016	% Increase over 2016	Funding Source
Ingham County Health Department	Capital Area United Way	Annual Renewal of Contract for Central Michigan 2-1-1 Services	01/01/17	12/31/17	\$ 45,750	\$ 45,750	\$0	0%	General Fund
Health Department	Volunteers of America	Homeless Day Center	10/01/16	09/30/17	\$ 60,000	\$ 45,000	-\$15,000	-25%	General Fund
Health Department	Our Savior Lutheran Church	Food Pantry Operation - 1515 W. Holmes Road	10/01/16	09/30/17	\$ 7,200	\$ 7,200	\$0	0%	General Fund

Revenue Contracts

DEPARTMENT	CONTRACTOR NAME	REASON FOR CONTRACT	BEGIN DATE	END DATE	2016 REV	2017 PROJECTED	Proj. Increase over 2016	% Increase over 2016
VA	Michigan Veterans Trust Fund	Services Provided for Ingham County Trust Fund	10/01/16	09/30/17	\$ 7,800	\$ 7,800	\$0	0%
VA	Michigan Veterans Trust Fund	Services Provided for Ingham County Trust Fund	10/01/16	09/30/17	\$ 1,700	\$ 1,700	\$0	0%
VA	Clinton County	Services Provided to Clinton County	01/01/17	12/31/17	\$ 35,604	\$ 25,697	-\$9,907	-29%

COUNTY SERVICES COMMITTEE

DEPARTMENT	CONTRACTOR NAME	REASON FOR CONTRACT	BEGIN DATE	END DATE	2016 COST	2017 PROJECTED	Proj. Increase over 2016	% Increase over 2016	Funding Source
Board of Commissioners	Granicus	Recording Software maintenance Monthly Manage Service	01/01/17	12/31/17	\$6,500	\$6,500	\$0	0%	General Fund
Board of Commissioners	GovQA	FOIA Software	01/01/17	12/31/17	\$17,700	\$17,700	\$0	0%	General Fund
Financial Services	Eagle Claims Management	Workers' Comp Third Party Administrator	01/01/17	12/31/17	\$ 27,500	\$ 27,500	\$0	0%	Workers Comp
Financial Services	Infinisource	Employees' Flexible Spending Account Administrator	01/01/17	12/31/17	\$ 17,500	\$ 17,500	\$0	0%	Employee Benefit
Road Department	Precision Systems	Accounting Software Licenses	01/01/17	12/31/17	\$ 14,655	\$ 14,655	\$0	0%	Road Fund
Road Department	Midwestern Consulting	Traffic Signal Database Support	01/01/17	12/31/17	\$ 1,200	\$ 1,200	\$0	0%	Road Fund
IT	BOSS	Annual Maintenance for Help Desk Software	01/01/17	12/31/17	\$ 14,425	\$ 14,425	\$0	0%	Network Fund
IT	Calero Software	Verismart Software Maintenance for Phone System	08/30/17	08/30/18	\$ 2,107	\$ 2,128	\$21	1%	Network Fund
IT	Mythics	Sun Server Maintenance Contract	03/30/17	03/30/18	\$ 5,598	\$ 5,654	\$56	1%	Network Fund
IT	DLT	Solarwinds Network Monitoring	03/21/17	03/21/18	\$ 1,615	\$ 1,631	\$16	1%	Network Fund
IT	Solarwinds	Dameware Remote Support Software	06/18/17	06/18/18	\$ 450	\$ 455	\$5	1%	Network Fund
IT	HP Enterprise	Oracle Database Standard Edition - Processor Perpetual	02/20/17	02/20/18	\$ 7,906	\$ 7,985	\$79	1%	Network Fund
IT	Service Express	Hardware Support Renewal for HP Servers	04/30/17	04/30/18	\$ 3,936	\$ 3,975	\$39	1%	Network Fund
IT	CDWG	Annual Cost for Farionics Deepfreeze for the Ingham	03/01/17	03/01/18	\$ 750	\$ 757	\$7	1%	Network Fund

REVENUE CONTRACTS

DEPARTMENT	CONTRACTOR NAME	REASON FOR CONTRACT	BEGIN DATE	END DATE	2016 REV	2017 PROJECTED	Proj. Increase over 2016	% Increase over 2016
Equalization	State of Michigan	Annual Grant for Remonumentation Program	01/01/17	12/31/17	\$85,000	\$74,834	-\$10,166	-12%

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING THE CONTROLLER TO MAKE YEAR END  
BUDGET ADJUSTMENTS**

**RESOLUTION # 16 –**

WHEREAS, the Board of Commissioners adopted the 2016 Budget on October 27, 2015 and has authorized certain amendments since that time, and it is now necessary to make some adjustments as a result of updated revenue and expenditure projections, fund transfers, reappropriations, accounting and contractual changes, errors and omissions, and additional appropriation needs; and

WHEREAS, the Liaison Committees and the Finance Committee have reviewed the proposed budget adjustments prepared by the Controller's staff and have made adjustments where necessary; and

WHEREAS, Public Act 621 of 1978 requires that local units of government maintain a balanced budget and periodically adjust the budget to reflect revised revenue and expenditure levels; and

WHEREAS, the Board of Commissioners annually authorizes the Controller to make necessary year end transfers to comply with state statute.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby directs the Controller to make the necessary transfers to adjust revenues and expenditures in the following funds, according to the attached schedules:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>2016 BUDGET 11/15/16</u>	<u>PROPOSED CHANGES</u>	<u>PROPOSED BUDGET</u>
101	General Fund	\$83,008,308	(\$145,450)	\$82,862,858
288	DHHS – Child Care	4,212,707	200,000	4,412,707
664	Mach. & Equip. Revolving	1,391,998	14,778	1,406,776

BE IT FURTHER RESOLVED, that the Controller is authorized to make necessary transfers among all budgeted funds, activities, and line items in order to comply with the state statute and to balance the 2016 Ingham County General Fund budget at \$82,862,858.

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert  
**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**



## GENERAL FUND REVENUES

	2016 Budget – <u>11/15/16</u>	Proposed <u>Changes</u>	2016 Proposed <u>Budget</u>
<b>Tax Revenues</b>			
County Property Tax	44,782,645		44,782,645
Property Tax Adjustments	(150,000)		(150,000)
Delinquent Real Property Tax	15,000		15,000
Unpaid Personal Property Tax	(10,000)		(10,000)
Industrial Facility Tax	300,000		300,000
Trailer Fee Tax	15,000		15,000
<b>Intergovernmental Transfers</b>			
State Revenue Sharing	6,088,744		6,088,744
Convention/Tourism Tax - Liquor	1,395,224		1,395,224
Court Equity Fund	1,490,000		1,490,000
Use of Fund Balance	5,128,068		5,128,068
<b>Department Generated Revenue</b>			
Animal Control	710,636		710,636
Circuit Court - Family Division	1,016,625		1,016,625
Circuit Court - Friend of the Court	562,000		562,000
Circuit Crt - General Trial	2,467,390		2,467,390
Controller	3,170		3,170
Cooperative Extension	2,500		2,500
County Clerk	632,210		632,210
District Court	2,674,448		2,674,448
Drain Commissioner/Drain Tax	394,758		394,758
Economic Development	56,640		56,640

Elections	247,677		247,677
Emergency Operations	53,582		53,582
Equalization /Tax Mapping	10,100		10,100
Facilities	172,957		172,957
Financial Services	89,673		89,673
Health Department	120,000		120,000
Human Resources	42,368		42,368
Probate Court	277,178		277,178
Prosecuting Attorney	602,452		602,452
Register of Deeds	2,036,729		2,036,729
Remonumentation Grant	87,454		87,454
Sheriff	6,007,197	(145,450)	5,861,747
Treasurer	5,222,133		5,222,133
Tri-County Regional Planning	63,921		63,921
Veteran Affairs	399,829		399,829
<b>Total General Fund Revenues</b>	<b>83,008,308</b>	<b>(145,450)</b>	<b>82,862,858</b>

#### GENERAL FUND EXPENDITURES

	2016 Budget - <u>11/15/16</u>	Proposed <u>Changes</u>	2016 Proposed <u>Budget</u>
Board of Commissioners	556,179		556,179
Circuit Court - General Trial	8,613,169		8,613,169
District Court	3,175,311		3,175,311
Circuit Court - Friend of the Court	1,594,800		1,594,800
Jury Board	1,199		1,199
Probate Court	1,485,465		1,485,465

Circuit Court - Family Division	5,489,400	5,489,400
Jury Selection	134,467	134,467
Elections	537,562	537,562
Financial Services	773,589	773,589
County Attorney	445,143	445,143
County Clerk	955,772	955,772
Controller	934,739	934,739
Equalization/Tax Services	729,444	729,444
Human Resources	748,469	748,469
Prosecuting Attorney	6,371,869	6,371,869
Purchasing	217,271	217,271
Facilities	2,078,574	2,078,574
Register of Deeds	751,832	751,832
Remonumentation Grant	87,454	87,454
Treasurer	540,495	540,495
Drain Commissioner	964,065	964,065
Economic Development	131,524	131,524
Community Agencies	220,000	220,000
Ingham Conservation District	8,190	8,190
Equal Opportunity Committee	500	500
Women's Commission	500	500
Historical Commission	500	500
Tri-County Regional Planning	113,053	113,053
Jail Maintenance	215,600	215,600
Sheriff	20,361,228	20,361,228
Tri-County Metro Squad	75,000	75,000

Community Corrections	154,896		154,896
Animal Control	1,740,197		1,740,197
Homeland Sec./Emergency Ops.	204,115		204,115
Board of Public Works	300		300
Drain Tax at Large	430,000		430,000
Health Department	5,302,865		5,302,865
Community Health Centers	2,892,486		2,892,486
Jail Medical	1,921,190		1,921,190
Medical Examiner	359,075		359,075
Substance Abuse	701,927		701,927
Community Mental Health	1,897,161		1,897,161
Department of Human Services	1,974,769	100,000	2,074,769
Tri-County Aging	78,512		78,512
Veterans Affairs	551,795		551,795
Cooperative Extension	444,081		444,081
Library Legacy Costs	133,236		133,236
Parks and Recreation	1,566,141		1,566,141
Contingency Reserves	245,450	(245,450)	0
Legal Aid	20,000		20,000
2-1-1 Project	45,750		45,750
Community Coalition for Youth	27,000		27,000
Capital Improvements	2,154,999		2,154,999
Additional Pension Contribution	1,850,000		1,850,000
<b>Total General Fund Expenditures</b>	<b>83,008,308</b>	<b>(145,450)</b>	<b>82,862,858</b>

### **General Fund Revenues**

Sheriff	Decrease State Prisoner Care revenue \$145,450 based on current projections.
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### **General Fund Expenditures**

Dept. of Hlth/Human Svcs.	Increase general fund transfer up to \$100,000 for costs associated with Federal Audit findings.
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Contingency	Decrease contingency \$145,450 to offset decreased Sheriff revenue and \$100,000 for increased transfer to Department of Health and Human Services Child Care fund.
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### **Non-General Fund Adjustments**

DHHS Child Care (F288)	Increase general fund transfer up to \$100,000 for costs associated with Federal Audit findings. Funds will be matched by the State of Michigan for a total budget of \$200,000.
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Mach./Equip. Revolving (F664)	Increase CIP upgrade funds for replacement of two copiers for the Road Department (\$12,540), a laptop for Parks (\$1,330), and a PC for the Budget Office (\$908).
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Introduced by the Human Services Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION HONORING LISA ST. CLAIR**

**RESOLUTION # 16 –**

WHEREAS, Lisa St. Clair started her career with the Ingham County Health Department (ICHD) in October 2000 as a Prescription Assistance Coordinator and in 2001 became a Parent Educator in the Public Health Nursing Division; and

WHEREAS, in 2005, after a brief break in service at ICHD, Lisa returned to accept a position as an Environmental Health Specialist in Environmental Health and was promoted to Sanitarian I in 2012; and

WHEREAS, Lisa became a Registered Sanitarian in 2013 and was promoted to the position of Sanitarian II in 2015; and

WHEREAS, for the past 15 years Lisa has taught CPR courses for ICHD staff and provided dedicated service for the following areas/programs: Public Health Nursing, food service inspections, pool evaluations, surface water sampling, Household Hazardous Waste, and complaint investigations; and

WHEREAS, Lisa has always shown commitment and compassion in the Environmental Health Division through her relationships with coworkers and clients; and

WHEREAS, Lisa retired from her position at ICHD on November 17<sup>th</sup>, 2016.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Lisa St. Clair for her 15 years of dedicated service to the community and ICHD, and for her commitment to protecting and promoting the safety of the public through her work.

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

**HUMAN SERVICES: Yeas:** McGrain, Banas, Tennis, Koenig, Case Naeyaert

**Nays:** None **Absent:** Nolan, Hope **Approved 12/05/2016**

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING THE CONVERSION OF A COMMUNITY HEALTH  
REPRESENTATIVE IV POSITION TO A CODING SPECIALIST POSITION**

**RESOLUTION # 16 –**

WHEREAS, the Billing & Reporting unit has a vacant Community Health Representative IV position; and

WHEREAS, an analysis was completed to determine the direction and operational efficiencies of the unit; and

WHEREAS, it was determined that a Coding Specialist position would meet those needs; and

WHEREAS, the proposed conversion is anticipated to cost an additional \$8,500 per year based on step 5 personnel cost comparisons; and

WHEREAS, the additional costs will be absorbed by the expected vacancies within the Billing & Reporting Unit; and

WHEREAS, the proposed conversion will allow improvements in medical charts/records audits for coding compliance to Federal & State regulations and guidelines; and

WHEREAS, the Ingham County Board of Commissioners and the UAW are agreeable to this arrangement, as reflected in the attached Letter of Understanding between the parties.

THEREFORE BE IT RESOLVED, that the Board of Commissioners approves conversion of position #601303, a Community Health Representative IV (UAW F, \$44,389) to a Coding Specialist position (UAW G, \$45,085).

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

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners and the Health Officer are hereby authorized to sign any necessary contract documents consistent with this resolution on behalf of the county after approval as to form by the County Attorney.

**HUMAN SERVICES: Yeas:** McGrain, Banas, Tennis, Koenig, Case Naeyaert

**Nays:** None **Absent:** Nolan, Hope **Approved 12/05/2016**

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville

**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**COUNTY OF INGHAM (Employer)**

**AND**

**UNITED AUTOMOBILE AEROSPACE AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA (UAW) INGHAM COUNTY UNIT LOCAL #2256 (Union)**

**WHEREAS**, the Employer and the Union have entered a collective bargaining agreement that covers the new classification of Coding Specialist, extending through December 31, 2017 (the "CBA"); and

**WHEREAS**, the job description, as agreed to by the Employer and the Union, includes the certification of Certified Professional Coder (CPC), which can be obtained within twelve (12) months of hire, as a minimum qualification; and

**WHEREAS**, the certification may take up to 12 months following their date of hire to complete the necessary training and obtain certification; and

**WHEREAS**, the Employer and the Union recognize that the certification process exceeds the current probationary period of 180 days under Article 7, Section 2. Probationary Period; and

**WHEREAS**, the Employer and the Union agree to extend the probationary period for the Coding Specialist classification to 1 year from the date of hire into the position.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

1. The new classification description for Coding Specialist, that includes the Certified Professional Coder (CPC), is attached as **Exhibit 1**.
2. The extension of probation to 1 year is solely for the purpose of employment status, specifically Article 7, Section 2. B. and C. of the CBA shall apply for 1 year, and all other benefits shall be in accordance with the 180 day probationary period.
3. The extension of the probationary period would not apply to current employees who have already completed their initial 180 day probationary period.
4. It is expressly understood and agreed by the parties that because of the particular set of factual circumstances for this new classification, this LOU is without precedence or prejudice as to any other cases.



5. All the other terms and condition specified in the parties' collective bargaining agreement shall remain in full force and effect.

**COUNTY OF INGHAM**

\_\_\_\_\_  
Kara Hope, Chairperson                      Date  
Ingham County Board of Commissioners

\_\_\_\_\_  
Linda Vail, Health Officer                      Date

APPROVED AS TO FORM  
FOR THE COUNTY OF INGHAM:  
COHL, STOKER & TOSKEY, P.C.

\_\_\_\_\_  
Mattis Nordfjord

**UAW LOCAL 2256**

Sally Auer                      11-10-16  
Sally Auer, Chairperson                      Date

\_\_\_\_\_  
Date

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING A SHIFT DIFFERENTIAL FOR INGHAM COUNTY HEALTH  
DEPARTMENT JAIL NURSES DURING WORK HOURS OF 6:30 PM TO 6:30 AM**

**RESOLUTION # 16 –**

WHEREAS, a Letter of Understanding existed between Ingham County Health Department (ICHD) and the ICEA County Professionals Union (ICEA) allowing a shift differential to be paid to Jail Nurses working evening hours; and

WHEREAS, this Letter of Understanding has since expired; and

WHEREAS, a shift differential is a community standard for registered nurses working evening hours and is necessary to be competitive for hiring and staff retention; and

WHEREAS, the ICEA has agreed to the proposed shift differential for the ICHD Jail Nurses and is in fact, reinstating what had already been in place in an expired Letter of Understanding; and

WHEREAS, the parties wish to amend their collective Bargaining Agreement (CBA), effective as soon as approved by both parties, through a term running until December 31, 2017; and

WHEREAS, the parties agree that a premium of \$1.00 above straight-time rates shall be paid for all normal hours scheduled and worked from 6:30 PM – 11:59 PM for any Jail Nurse; and

WHEREAS, the parties agree that a premium of \$2.00 above straight-time rates shall be paid for all normal hours scheduled and worked from 12:00 AM – 6:30 AM for any Jail Nurse.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes to reinstate a Letter of Understanding approving a shift differential of \$1.00 above straight-time rates for hours worked 6:30 PM to 11:59 PM and \$2.00 above straight-time rates for hours worked 12:00 AM to 6:30 AM for the Jail Nurses.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Board Chairperson and Health Officer to sign the agreement after it is approved as to form by the County Attorney.

**HUMAN SERVICES: Yeas:** McGrain, Banas, Tennis, Koenig, Case Naeyaert

**Nays:** None **Absent:** Nolan, Hope **Approved 12/05/2016**

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville

**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

**LETTER OF UNDERSTANDING  
BETWEEN  
COUNTY OF INGHAM (Employer)  
AND  
INGHAM COUNTY EMPLOYEES' ASSOCIATION (Union)  
and its PROFESSIONAL EMPLOYEES UNIT**

**WHEREAS**, the Employer and the Union have entered a collective bargaining agreement (CBA) with a term running from January 1, 2015 through December 31, 2017; and

**WHEREAS**, A shift differential for Jail Nurses is being requested; and

**WHEREAS**, the parties wish to amend their Collective Bargaining Agreement (CBA), effective as soon as approved by both parties.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

1. A premium of \$1.00 above straight-time rates shall be paid for all normal hours scheduled and worked from 6:30 P.M. – 11:59 P.M. for any Jail Nurse.
2. A premium of \$2.00 above straight-time rates shall be paid for all normal hours scheduled and worked from 12:00 A.M. – 6:30 A.M. for any Jail Nurse.
3. (A) A “holiday” for the purposed of this Agreement shall be defined as beginning at 12:00 A.M. and ending at 11:59 P.M. for the days listed in Article 19, Holidays

(B) The RN’s assigned to work Holidays shall be determined by seniority rights with the most senior RN having the option to work any Holidays first and then moving down the seniority list until all Holidays are appropriately staffed. In the event Holiday coverage based on employee exercise of seniority rights does not result in adequate coverage the Employer shall assign Holidays based on inverse seniority.

(C) An RN who works a Holiday who clocks in between 12:00 A.M. and 11:59 P.M. on the Holiday shall be entitled up to a maximum of eight (8) consecutive hours at Holiday rate pursuant to Article 19, Section 4.

(1) An RN clocking in on a Holiday who works at least eight (8) consecutive hours shall be entitled to eight (8) hours at holiday rate even though some of the eight (8) hours worked may fall on the next consecutive day following the Holiday.

(D) Holiday Pay shall be made in accord with Article 19, Section 10. If any Jail RN is not regularly scheduled for the day on which the Holiday falls, the Jail RN shall receive Holiday Pay in accord with Article 19, Section 10.

4. All other terms and conditions specified in the parties’ collective bargaining agreement shall remain in full force and effect, except as stated above.

COUNTY OF INGHAM

INGHAM COUNTY EMPLOYEES'  
ASSOCIATION

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Kara Hope, Chairperson  
Ingham County Board of Commissioners

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Desiree Cook, President

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Linda Vail, Health Officer

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Jeffrey S. Donahue, ICEA Counsel

APPROVED AS TO FORM:  
COHL, STOKER & TOSKEY, P.C.

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Mattis D. Nordfjord

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING A GREAT START AGREEMENT WITH THE MIDLAND COUNTY  
EDUCATIONAL SERVICES AGENCY AND 0.25 FTE INCREASE OF POSITION #601490**

**RESOLUTION # 16 –**

WHEREAS, since 2009, the Ingham County Health Department's (ICHD) Office for Young Children (OYC) has received funding from the Midland County Educational Services Agency (MCESA) to serve as the Central Resource Center for the Great Start to Quality Program; and

WHEREAS, an agreement has been proposed by MCESA for OYC to continue to provide these services for FY 2017; and

WHEREAS, this agreement includes up to \$468,836.73 in funding for these services which was anticipated in the ICHD FY 2017 budget; and

WHEREAS, in addition to funding received from MCESA, Office for Young Children has also received \$18,000 in funding from the Michigan Department of Health and Human Services (MDHHS) CPBC agreement (authorized by Resolution #16-339) for the Infant Safe Sleep grant; and

WHEREAS, in order to support the Infant Safe Sleep grant, ICHD is requesting a 0.25 FTE increase to Position #601490 for the duration of the grant; and

WHEREAS, the Health Officer recommends that that the Board of Commissioners authorize an agreement with MCESA for OYC to serve as the Central Resource Center for the Great Start to Quality Program, in an amount not to exceed \$468,836.73, for the period of October 1, 2016 through September 30, 2017; and

WHEREAS, the Health Officer also recommends that the Board of Commissioners authorize a 0.25 FTE increase to Position #601490 for the duration of the MDHHS Safe Sleep grant which was authorized by Resolution #16-339.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes an agreement with MCESA for OYC to serve as the Central Resource Center for the Great Start to Quality Program, in an amount not to exceed \$468,836.73, for the period of October 1, 2016 through September 30, 2017.

BE IT FURTHER RESOLVED, that the Board of Commissioners also authorizes a 0.25 FTE increase to Position #601490 for the duration of the MDHHS Safe Sleep grant which was authorized by Resolution #16-339.

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

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Board Chairperson to sign the agreement after it is approved as to form by the County Attorney.

**HUMAN SERVICES: Yeas:** McGrain, Banas, Tennis, Koenig, Case Naeyaert

**Nays:** None **Absent:** Nolan, Hope **Approved 12/05/2016**

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville

**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING A REORGANIZATION OF THE HEALTH DEPARTMENT'S  
STAFF AND ADMINISTRATIVE STRUCTURE**

**RESOLUTION # 16 –**

WHEREAS, the current administrative structure for the Community Health Centers (CHC) has much redundancy built in which is inefficient for proper oversight of health center operations also, supervision of providers (physicians, nurse practitioners, physician assistants) is not linked to the Medical Director; this was noted in the 2014 HRSA site visit and should be addressed prior to the upcoming site visit in 2017; and

WHEREAS, the reorganization redefines two former administrative positions (Clinical Services Supervisor and Compliance Manager) in the CHCs and reassigns some administrative functions to the Deputy Health Officer (DHO) in Administration (current title is Assistant Deputy Health Officer); and

WHEREAS, the Clinical Services Manager will now supervise all clinical support areas and centralized services; the former Compliance Manager position is retitled Strategic Projects and Implementation Manager so that strategic direction and new initiatives are the focus in addition to oversight of program compliance this also improves clinical supervision of all providers (MD, DO, NP, and PA) by having them report to the Medical Director; and

WHEREAS, programs and functions reporting to the DHO-Administration provide support to the entire organization rather than being a part of either CHCs or Public Health Services (PHS), maintaining a structure for these types of programs that does not align them within CHCs or PHS helps break down silos in the organization and facilitates departmental collaboration and partnership; and

WHEREAS, the reorganization will add the Grants Coordinator as well as the six Electronic Health Records (EHR) positions to those programs and services supervised by the DHO – Administration which are supportive of the larger organization; and

WHEREAS, the reorganization moves the Grants Coordinator from reporting to the DHO-CHCs to the DHO-Administration and also places the entire EHR team under the lead of the IT Coordinator and reporting to the DHO—Administration and the existing Systems Analyst position becomes the IT Coordinator position; and

WHEREAS, the Human Resources Department has reviewed the proposed changes and has no objections; and

WHEREAS, the ICEA Professionals union has reviewed the proposed changes and has no objections.

THEREFORE BE IT RESOLVED, that the Board of Commissioners approves the following changes to the Health Department's Staff and Administrative Structure:

Position #601245 Clinical Services Manager-MCF 10 changes to Clinical Services Supervisor-MCF 11;

Position #601079 Compliance Manager-MCF 11 changes to Strategic Projects and Implementation Manager-MCF 11;

Position #601135 Assistant Deputy Health Officer-MCF 10 changes to Deputy Health Officer-Administration MCF 14;

Position #601054 Systems Analyst-ICEA Pro 9 changes to IT Coordinator-ICEA Pro 9;

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

**HUMAN SERVICES: Yeas:** McGrain, Banas, Tennis, Koenig, Case Naeyaert

**Nays:** None **Absent:** Nolan, Hope **Approved 12/05/2016**

**COUNTY SERVICES: Yeas:** Nolan, Celentino, Bahar-Cook, Hope, Maiville

**Nays:** None **Absent:** Koenig, Tsernoglou **Approved 12/06/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**



Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AMENDING RESOLUTION #16-425 TO AUTHORIZE THE FOURTH YEAR OF  
THE AMERICORPS VISTA GRANT CYCLE FOR 2016-2017**

**RESOLUTION # 16 –**

WHEREAS, Ingham County Health Department (ICHD) on behalf of the Power of We Consortium (PWC) was the recurring recipient of grant funds in support of the AmeriCorps\* VISTA Project from 2006-2010, and annual renewal of such funding was accepted by resolution (#06-333, #07-307, #08-321, #09-159, #10-055, #10-396 ); and

WHEREAS, the Corporation for National and Community Services (CNCS) provided a new funding cycle which the first year of such funding was accepted by resolution #13-380; and the second year funding was accepted by #14-388; and the third year funding was accepted by #15-352; and

WHEREAS, Resolution #16-425 accepted funding for Year Four of the grant cycle and CNCS has provided Ingham County an amended agreement for this fourth year of the funding cycle for 2016-2017 with a total budget of \$151,215 comprised of \$15,000 CNCS funds, and \$136,215 from local funds of which CNCS is requiring payment of the VISTA Cost Share in the amount of \$72,270 as stated in Amendment #1 of the Memorandum of Agreement dated 09/28/16. This will provide funding with up to sixteen (16) AmeriCorps\*VISTA members to perform national service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social and environmental problems; and

WHEREAS, out of a total of 16 FTE AmeriCorps\*VISTA members, 15 FTE will be placed in host sites selected through an RFP process and 1 FTE AmeriCorps\*VISTA Leader will be placed with the Power of We Consortium; and

WHEREAS, separate from the \$151,215 budget program expenses, CNCS will pay the following member expenses directly to the members out of additional Federal dollars: Living Allowances of \$123,675, Education and End of Service Awards \$85,800 and Health Insurance \$62,100 for a total of \$271,575 additional Federal dollars; and

WHEREAS, the Health Officer has recommended that the Board of Commissioners accept the AmeriCorps grant award.

THEREFORE BE IT RESOLVED, that the Board of Commissioners accepts the amended fourth year of the funding cycle for the AmeriCorps\*VISTA program with the 2016-2017 year in the budget amount of \$151,215 made up of \$15,000 CNCS funds and \$136,215 local resources, and authorizes a grant agreement with the CNCS for the time period of September 18, 2016 through September 16, 2017.

BE IT FURTHER RESOLVED, that a non-federal match of \$136,215 is authorized, obtained through cash contributions of up to \$6,700.67 from each of fifteen external AmeriCorps\*VISTA host sites totaling \$100,510,

as selected through a Request for Proposal process, up to \$14,000 from VISTA Deferred Revenue Funds and \$21,705 in Ingham County Funds.

BE IT FURTHER RESOLVED, that separate from the \$151,215 program budget expenses, CNCS will pay the following member expenses directly to the members out of additional Federal dollars: Living Allowances of \$123,675, Education and End of Service Awards \$85,800 and Health Insurance \$62,100 for a total of \$271,575.

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

BE IT FURTHER RESOLVED, that the Health Officer is authorized to submit the Amended 2016-2017 budget electronically through the CNCS E-Grants system, and tentatively electronically approve the Memorandum of Agreement. After approval as to form by the County Attorney, the Memorandum of Agreement is final.

**HUMAN SERVICES: Yeas:** McGrain, Banas, Tennis, Koenig, Case Naeyaert

**Nays:** None **Absent:** Nolan, Hope **Approved 12/05/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING A FY 2017 AGREEMENT WITH CAPITAL AREA  
COMMUNITY SERVICES, INC. FOR HEAD START EVALUATIONS**

**RESOLUTION # 16 –**

WHEREAS, the Ingham County Health Department's (ICHD) Office for Young Children (OYC) has been partnering with Capital Area Community Services (CACS) to facilitate early childhood Head Start services for over 16 years; and

WHEREAS, CACS has proposed a FY 2017 agreement for OYC to implement classroom evaluations of Head Start Program Standards by providing Classroom Assessment Scoring System (CLASS) evaluations for up to 78 Head Start classrooms in the fall and spring of FY 2017; and

WHEREAS, through this agreement CACS will compensate OYC up to \$15,600 for the specified services; and

WHEREAS, this funding was anticipated in the FY 2017 ICHD budget; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize an agreement with CACS who will compensate OYC up to \$15,600 to provide implementation and evaluation support for Head Start services for the period of October 1, 2016 through July 31, 2017.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with CACS who will compensate OYC up to \$15,600 to provide implementation and evaluation support for Head Start services for the period of October 1, 2016 through July 31, 2017.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners authorizes the Board Chairperson to sign the agreement after it is approved as to form by the County Attorney.

**HUMAN SERVICES: Yeas:** McGrain, Banas, Tennis, Koenig, Case Naeyaert

**Nays:** None **Absent:** Nolan, Hope **Approved 12/05/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING A LEASE AND PHARMACY AGREEMENT WITH  
CARDINAL HEALTH 132, LLC**

**RESOLUTION # 16 –**

WHEREAS, the Ingham County Health Department's (ICHD) Ingham Community Health Centers (ICHC) would like to begin offering 340B pharmacy services to patients onsite at Forest Community Health Center; and

WHEREAS, this pharmacy will give qualified health center patients access to medications at a reduced cost, improve patient compliance, and reduce patient transportation issues; and

WHEREAS, ICHC patients not eligible for 340B and members of the public will also have access for their prescriptions to be filled as this will be a full service retail pharmacy; and

WHEREAS, a request for proposal was issued by Ingham County Purchasing to 340B pharmacy vendors with Cardinal Health 132, LLC being the highest ranking submission from those responses and the only bidder that did not ask for a percentage of the funds saved under the 340B program to be included in their fee; and

WHEREAS, ICHC is proposing to contract with Cardinal Health 132, LLC to administer this pharmacy; it will be branded as part of Forest Community Health Center's operations; and

WHEREAS, ICHC will lease space within Forest Community Health Center to Cardinal Health for \$1 per year with Cardinal Health covering the cost of any renovations (up to \$65,000) necessary to create a functional, full-service pharmacy within Forest; and

WHEREAS, fees for Cardinal Health to provide pharmacy services will be \$18.25 per prescription filled under the 340B program with ICHC anticipating the program will still result in an estimated generation of between \$60,000 and \$400,000 annually in revenue for ICHC, dependent on the types of prescriptions filled at the Cardinal Health pharmacy; and

WHEREAS, the agreement also establishes a minimum monthly prescription volume to guarantee promotion of the pharmacy within ICHC and baseline revenue for Cardinal Health; and

WHEREAS, the Health Officer recommends that the Board of Commissioners authorize an agreement with Cardinal Health 132, LLC to lease space within Forest Community Health Center at the rate of \$1 per year, for the purpose of operating a 340B pharmacy for the period of November 1, 2016 through October 31, 2021 with an additional agreement establishing Cardinal Health's per prescription fee and minimum monthly prescription volume.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes an agreement with Cardinal Health 132, LLC to lease space within Forest Community Health Center at the rate of \$1 per year, for the

purpose of operating a 340B pharmacy for the period of November 1, 2016 through October 31, 2021 with an additional agreement establishing Cardinal Health's per prescription fee and minimum monthly prescription volume.

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 Ingham County Board of Commissioners authorizes the Board Chairperson to sign the agreement after it is approved as to form by the County Attorney.

**HUMAN SERVICES: Yeas:** McGrain, Banas, Tennis, Koenig, Case Naeyaert

**Nays:** None **Absent:** Nolan, Hope **Approved 12/05/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AMENDING RESOLUTION #16-309 WITH NEC NETWORKS, LLC dba CAPTURERX, FOR 340B PRESCRIPTION THIRD PARTY ADMINISTRATOR AND RESOLUTION #16-310 TO WALGREEN COMPANY FOR 340B PRESCRIPTION DRUG SERVICES TO INCLUDE MCKESSON CORPORATION AS 340B DRUG WHOLESALER**

**RESOLUTION # 16 –**

WHEREAS, Ingham County entered into an agreement with NEC Networks, LLC dba CaptureRX for 340b prescription third party administrator services; and

WHEREAS, Ingham County entered into an agreement with Walgreen Company for 340b prescription drug services; and

WHEREAS, both NEC Networks, LLC dba Capture RX and Walgreen Company use McKesson Corporation as their 340b drug wholesaler; and

WHEREAS, the 340b program requires medication replacement through a wholesaler selected by the contract pharmacy; and

WHEREAS, no savings (revenue) can be generated without a corresponding agreement with a wholesaler; and

WHEREAS, ICHD requests entering into an agreement with McKesson Corporation as the drug wholesaler for the 340b drugs for CaptureRX and Walgreens Company; and

WHEREAS, McKesson Corporation requires a customer credit application and bank account EFT authorization to be completed.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes an agreement which will allow McKesson Corporation to become a 340b drug wholesaler for CaptureRX and Walgreens Company, effective upon approval of this resolution.

BE IT FURTHER RESOLVED, Ingham County Health Department will provide McKesson Corporation with a credit application and bank account EFT authorization.

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 Ingham County Board of Commissioners authorizes the Board Chairperson to sign the agreement after it is approved as to form by the County Attorney.

**HUMAN SERVICES: Yeas:** McGrain, Banas, Tennis, Koenig, Case Naeyaert

**Nays:** None    **Absent:** Nolan, Hope    **Approved 12/05/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None    **Absent:** Tennis, Anthony    **Approved 12/07/2016**

Introduced by the Law & Courts Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION HONORING MAUREEN WINSLOW**

**RESOLUTION # 16 –**

WHEREAS, Maureen Winslow began her career with Ingham County in June 1975 as a Summer Casework Intern with the Probate Court; and

WHEREAS, in October 1975 Maureen Winslow was hired as a temporary Child Welfare Worker with the Probate Court; and

WHEREAS, in August 1976 Maureen Winslow became a permanent Child Welfare Worker with the Probate Court; and

WHEREAS, in June 1981 Maureen Winslow was promoted to Senior Child Welfare Worker, and in February 1985 Maureen Winslow was promoted to Casework Supervisor, and in November 1992 Maureen Winslow became the Casework Supervisor and Juvenile Records Supervisor; and

WHEREAS, Maureen Winslow was appointed Interim Deputy Court Administrator for the Juvenile Division in February 2007, and in March 2007 she was appointed permanent Deputy Court Administrator for the Juvenile Division; and

WHEREAS, during Maureen Winslow's tenure, the Ingham County Juvenile Division underwent numerous changes which include the creation of the Family Division of the Circuit Court, the initial passage and subsequent renewals of the Juvenile Justice Millage, and the opening of the Ingham Academy; and

WHEREAS, in her role as Deputy Court Administrator, Maureen Winslow has supported and encouraged the growth of the Ingham County Juvenile Division by implementing programs and services that follow nationwide best practices; and

WHEREAS, there are thousands of children who have benefited from her hard work, tenacity and commitment to the wellbeing of the children; and

WHEREAS, Maureen Winslow continues to be recognized by her peers as an expert in the Child Welfare and Juvenile Justice fields, and she currently serves on the Executive Board of the Michigan Association for Family Court Administrators.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Maureen Winslow for more than 40 years of dedicated service to the County of Ingham and for her countless contributions to the welfare of the children everywhere.



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

**LAW & COURTS: Yeas:** Crenshaw, Celentino, Anthony, Banas, Schafer, Maiville

**Nays:** None **Absent:** Tsernoglou **Approved 12/01/2016**

Introduced by the Law & Courts Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION HONORING THOMAS P. FRUECHTENICHT**

**RESOLUTION # 16 –**

WHEREAS, Tom Fruechtenicht began his employment as Attorney Referee in June, 2004 at the Family Division of the Ingham County Circuit Court; and

WHEREAS, Tom Fruechtenicht was promoted to Chief Referee in September, 2004; and

WHEREAS, on behalf of the Judges of the Circuit Court Family Division, Tom has conducted numerous hearings on youth petitioned before the Court on delinquency and neglect cases; and

WHEREAS, Tom has exemplified the best in public service through his caring commitment to his responsibilities and duties; and

WHEREAS, Tom has always demonstrated a willingness to go above and beyond his job duties when it would benefit the youth of Ingham County; by volunteering his time to assist with fundraiser events with the Child Benefit Fund; and

WHEREAS, Tom's wealth of knowledge of the law, sense of humor, and helpful attitude will be greatly missed; and

WHEREAS, Tom has dedicated a significant portion of his life to the service of the residents of Michigan and Ingham County; and

WHEREAS, Tom's retirement has come about due to his wife's successful election to the Office of Ingham County Prosecutor which he fully embraces.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Tom Fruechtenicht for his many years of dedicated service to the County of Ingham and for the contributions he has made to the Circuit Court, Family Division.

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

**LAW & COURTS: Yeas:** Crenshaw, Celentino, Anthony, Banas, Schafer, Maiville  
**Nays:** None **Absent:** Tsernoglou **Approved 12/01/2016**

Introduced by the Law & Courts Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION HONORING DOUG AND PATTY PRINGLE**

**RESOLUTION # 16 –**

WHEREAS, Doug and Patty Pringle have been licensed foster parents since 1974; and

WHEREAS, hundreds of youth have been placed in their care over the past 42 years; and

WHEREAS, for the past 35 years the Doug and Patty Pringle provided a group home environment for 6 teenage delinquent boys at a time; and

WHEREAS, despite residential moves, Mr. and Mrs. Pringle have always ensured that there would be room for “their boys” at the new residence; and

WHEREAS, Doug and Patty Pringle have worked tirelessly to meet the needs of the youth placed in their home, helping them to develop socially, emotionally, academically, and supported their extra-curricular activities; and

WHEREAS, even when met with significant challenges, they would look for the reason to welcome the youth back and help them to learn and grow through the experience; and

WHEREAS, the Pringles provided each of these youth with an excellent example of family life and committed parenting; and

WHEREAS, Mr. and Mrs. Pringle continued their commitment to court adjudicated youth in Ingham County even after the juveniles were dismissed from the court, opening their home on breaks from college or providing a listening ear when needed; and

WHEREAS, the Pringles have assisted in the training of other foster parents; and

WHEREAS, the Pringles did not view foster parenting as a job, but as a way of life; and

WHEREAS, after 42 years, Doug and Patty Pringle are retiring from foster parenting.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honor Doug and Patty Pringle for their many years of dedicated service to the County of Ingham and for the numerous contributions they have made to the welfare of the youth in Ingham County.

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

**LAW & COURTS: Yeas:** Crenshaw, Celentino, Anthony, Banas, Schafer, Maiville  
**Nays:** None **Absent:** Tsernoglou **Approved 12/01/2016**

Introduced by the Law & Courts Committee of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO HONOR UNDERSHERIFF ALLAN C. SPYKE  
OF THE INGHAM COUNTY SHERIFF'S OFFICE**

**RESOLUTION # 16 –**

WHEREAS, Undersheriff Allan Spyke started his law enforcement career in 1977 with the Delhi Township Police Department as a Deputy Sheriff; and

WHEREAS, Allan was assigned to the Tri-County Metro Narcotics Squad in 1987, serving with this regional team for three years and an undercover officer and narcotics investigator; and

WHEREAS, in 1990, Undersheriff Spyke was promoted the rank of Sergeant by Sheriff Wriggelsworth after Delhi Township closed their police operations to contract police services with the Sheriff's Office; and

WHEREAS, in 1994, he was named the Ingham County Animal Control Director, serving in that capacity for four years before returning to the Sheriff's Office in 1998 where he was appointed to Sheriff Wriggelsworth's administrative staff as Major of Staff Services; and

WHEREAS, in 2007, Allan was appointed to the position of Chief Deputy and later in 2007 to the office of Undersheriff; and

WHEREAS, during his long distinguished career serving the citizens of Ingham County, Undersheriff Spyke served on many community boards, including serving as Chairperson for Ingham County Triad, Michigan Animal health Foundation, Vice chair for the Ingham County Sobriety Court Foundation, and the Ingham County 911 Advisory Committee as Chair of the Governance Committee during the creation of the Ingham County 911 Center; and

WHEREAS, Undersheriff Spyke was a proud graduate of Okemos High School, Lansing Community College and the Mid-Michigan Police Academy, the FBI National Academy, Michigan State University where he obtained his Bachelor of Arts with Honor in Criminal Justice and his Master of Science in Criminal Justice; and

WHEREAS, during his law enforcement career, Undersheriff Spyke was the recipient of many police and community awards and recognized as an outstanding police administrator amongst the Tri County Police agencies; and

WHEREAS, after 39 years of dedicated service to the citizens of Ingham County, Undersheriff Allan C. Spyke is ending his law enforcement career on December 31, 2016.

THEREFORE IT BE RESOLVED, that the Ingham County Board of Commissioners hereby honors Undersheriff Alan C. Spyke for his 39 years of dedicated police service to the citizens of the great State of Michigan, and wishes him continued success in all of his future endeavors.

**LAW & COURTS: Yeas:** Crenshaw, Celentino, Anthony, Banas, Schafer, Maiville  
**Nays:** None **Absent:** Tsernoglou **Approved 12/01/2016**

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION THANKING GRETCHEN WHITMER FOR HER SERVICE TO  
INGHAM COUNTY AS PROSECUTING ATTORNEY**

**RESOLUTION # 16 –**

WHEREAS, the July 2, 2016 resignation of the Ingham County Prosecutor created a vacancy for the chief law enforcement official within the County of Ingham, the Prosecuting Attorney; and

WHEREAS, the Ingham County Circuit Court Judges unanimously appointed Gretchen Whitmer to serve as the Prosecuting Attorney, effective July 2, 2016 through the end of the year, when a newly elected Prosecutor will take office; and

WHEREAS, recognizing the need to rebuild the public's trust and confidence in the Prosecuting Attorney's Office as soon as possible, she accepted the appointment due to her dedication to public service and the citizens of the County of Ingham; and

WHEREAS, during a very difficult time in the County of Ingham, with the assistance of the great staff within the Prosecuting Attorney's Office, she was able to regain the trust, confidence and restore integrity within the Prosecuting Attorney's Office; and

WHEREAS, to maintain trust in the integrity of the office long term, she implemented formal standards of ethics and established a training protocol for Assistant Prosecuting Attorneys within the Office; and

WHEREAS, the revelation of potential evidence destruction at the Ingham County Sheriff's Office called into question the impact of missing evidence on cases in the County of Ingham, Gretchen initiated an investigation by the Michigan State Police and an evaluation by a Special Prosecutor to ensure the integrity of past and pending cases; and

WHEREAS, Gretchen recognized the need to make immediate improvements to the office; among other changes, she implemented a dedicated Assistant Prosecutor to handle felony domestic violence cases within the County of Ingham and expanded the Diversion Program by adding a caseworker in 2017.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby thank Gretchen Whitmer for her service to the County of Ingham and its citizens as Prosecuting Attorney.

BE IT FURTHER RESOLVED, that the Board extends its sincere appreciation to Gretchen Whitmer and the dedicated employees of the Prosecuting Attorney's Office for reestablishing trust, confidence and honor within the Office of the Prosecuting Attorney.

**LAW & COURTS: Yeas:** Crenshaw, Celentino, Anthony, Banas, Schafer, Maiville  
**Nays:** None **Absent:** Tsernoglou **Approved 12/01/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert  
**Nays:** None    **Absent:** Tennis, Anthony    **Approved 12/07/2016**

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO PURCHASE TEN NEW TASERS FOR THE SHERIFF'S OFFICE  
FIELD SERVICES DIVISION USING 2016 CAPITAL IMPROVEMENT FUNDS**

**RESOLUTION # 16 –**

WHEREAS, the Ingham County Sheriff's Office is responsible for police patrols for Ingham County; and

WHEREAS, MMRMA the county insurance carrier fully supports their clients obtaining Tasers as a tool to maintain safe and secure operations in daily police patrols; and

WHEREAS, Deputies properly equipment and trained with functional, up to date Tasers have greatly limited use of force complaints, deadly force situations and legal issues since the initial release of these police tools; and

WHEREAS, the Sheriff's Office has determined the need to purchase Ten (10) new Tasers and associated Taser equipment to replace old, outdated and broken Tasers to our Field Services Division; and

WHEREAS, the purchase order also includes needed updated holsters, batteries and cartridges for deployment and certification training; and

WHEREAS, Taser Corporation is a single source company for this equipment; and

WHEREAS, the total expenditure for this proposal is not to exceed \$11,000.00.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes the Sheriff's Office to purchase Ten (10) Tasers and associated equipment from Taser International for a total not to exceed \$11,000 from the 2016 CIP budget.

BE IT FURTHER RESOLVED, that the Administrator /Controller is directed to make the necessary adjustments to the 2016 Sheriff's Office budget.

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

**LAW & COURTS: Yeas:** Crenshaw, Celentino, Anthony, Banas, Schafer, Maiville

**Nays:** None **Absent:** Tsernoglou **Approved 12/01/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**



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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING THE INGHAM COUNTY SHERIFF'S OFFICE TO ENTER  
AN INTER-AGENCY AGREEMENT WITH WAYNE COUNTY  
TO RENT A MINIMUM OF 50 UP TO 70 BEDS TO THE WAYNE COUNTY SHERIFF'S OFFICE**

**RESOLUTION # 16 –**

WHEREAS, the Ingham County Jail (Jail) has an established design rated capacity of 665 beds, (511 beds are currently utilized due to the previous closure of Post 3, 6, and 7) which includes 472 County beds (412 County beds are being utilized as a result of the previous closures) and 100 contractual beds; and

WHEREAS, the funds received by the County for leasing the contractual beds are used to reduce the general fund cost of operating the Jail; and

WHEREAS, the Ingham County Sheriff's Office has negotiated an agreement to rent a minimum of 50 and up to 70 beds as needed at a cost of \$45.00 per day per bed, up to but not to exceed \$1,149,750 effective January 1, 2017 through January 1, 2019; and

WHEREAS, the revenue to be received from the renting of the 50 beds, which is anticipated to be \$821,250 is in the 2017 budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into contract with Wayne County to rent a minimum of 50 and up to 70 beds as needed, at a cost of \$45.00 per day per bed, for a minimum of \$821,250 and up to \$1,149,750 annually, effective January 1, 2017 through December 31, 2018.

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

**LAW & COURTS: Yeas:** Crenshaw, Celentino, Anthony, Banas, Schafer, Maiville

**Nays:** None **Absent:** Tsernoglou **Approved 12/01/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING ENTERING INTO A CONTRACT WITH PECKHAM INC. FOR  
PECKHAM FOOTPRINTS GROUP HOME**

**RESOLUTION # 16 –**

WHEREAS, Peckham Inc. provides short term residential placement and services, known as Peckham Footprints Group Home, for adolescent females who are under the jurisdiction of the 30<sup>th</sup> Judicial Circuit Court Family Division; and

WHEREAS, Peckham Inc. has provided excellent services, utilizing cognitive behavior practices in this six bed group home program; and

WHEREAS, the Ingham County Board of Commissioners approved an amount of \$460,738 in the 2017 Budget for the Peckham Footprints Group Home; and

WHEREAS, the approved budgeted amount is an approximate 3% increase from the previous budget year; and

WHEREAS, Peckham Footprint's budget was set in 2008 at \$447,319 but was decreased due to budget reductions. In 2012, it was restored to the 2008 amount where it has remained; and

WHEREAS, the Peckham Footprints Group Home is included in Ingham County's Child Care Fund Budget which means the State reimburses 50% of the costs to Ingham County.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes entering into a continuation contract with Peckham Inc. to operate the Peckham Footprints Group Home program in the amount of \$460,738 as approved in the 2017 Budget for the time period of October 1, 2016 through September 30, 2017.

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

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

**LAW & COURTS: Yeas:** Crenshaw, Celentino, Anthony, Banas, Schafer, Maiville

**Nays:** None **Absent:** Tsernoglou **Approved 12/01/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE THE PURCHASE OF FIVE ONBASE NAMED USER CLIENT AND  
WORKFLOW LICENSES FOR THE FRIEND OF THE COURT IMAGING SYSTEM FROM  
IMAGESOFT, INC.**

**RESOLUTION # 16 –**

WHEREAS, on June 1, 2010, Friend of the Court converted to a digital OnBase imaging system to improve the efficiency of document storage, retrieval and distribution; and

WHEREAS, in 2014 FOC completed the scanning of approximately two million pages of hard copy documents received prior to June 1, 2010; and

WHEREAS, this conversion of hard copy files to digital images has been a great success both in terms of purging old files of duplicate or redundant hard copy, and in allow for the quick, simultaneous retrieval of files by staff without times consuming searches for hard copy; and

WHEREAS, since this conversion, it has been necessary for FOC staff to utilize the OnBase imaging system more than was anticipated when the system was implemented in 2010; and

WHEREAS, FOC staff are frequently unable to access the imaging system without requesting other staff to log out of the system; and

WHEREAS, the purchase of five additional named user client and workflow licenses will allow for better use of staff time and improved cost efficiency for FOC; and

WHEREAS, \$8,400 was approved in the FY 2017 FOC budget for the purchase of five additional named user client and workflow licenses; and

WHEREAS, the FOC OnBase imaging system was designed, implemented and executed, in coordination with the Ingham County IT Department, by the vendor Imagesoft, Inc., who has continued to be the county's vendor for the support, implementation and maintenance of OnBase imaging systems in multiple departments.

THEREFORE BE IT RESOLVED, that the Ingham County Friend of the Court is hereby authorized to enter into a contract with Imagesoft, Inc., at a cost not to exceed \$7,800, for the purchase of five additional named user client and workflow licenses.

BE IT FURTHER RESOLVED, that the Ingham County Controller/Administrator is hereby authorized to make any adjustments necessary to properly budget and account for these expenditures.

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

**LAW & COURTS: Yeas:** Crenshaw, Celentino, Anthony, Banas, Schafer, Maiville  
**Nays:** None **Absent:** Tsernoglou **Approved 12/01/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert  
**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING THE COMMUNITY CORRECTIONS  
ADVISORY BOARD (CCAB) TO CONTINUE A CONTRACT FOR  
STAFF CONSULTANT SERVICES FOR FY2017**

**RESOLUTION # 16 –**

WHEREAS, the Ingham County Commissioners authorized funds in the FY2017 budget to continue a contract for CCAB staff consultant services; and

WHEREAS, the current contract period authorized services through December of 2016; and

WHEREAS, the CCAB Staff Consultant position is three-quarter time for a total of 1,416 hours annually at the 2017 hourly rate of \$32.97 per hour with no paid holidays and three weeks of unpaid vacation time resulting in a total cost of \$46,686 for 2017; and

WHEREAS, State of Michigan – Office of Community Alternatives and City of Lansing grant funds reduce the cost of Staff Consultant services to the County by \$9,809 resulting in an actual cost to the County of \$36,877 for 2017; and

WHEREAS, Westaff agrees to provide payroll services for the Staff Consultant position.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners does hereby approve entering a contract with Westaff for CCAB Staff Consultant services from January 1, 2017 through December 31, 2017 in an amount not to exceed \$46,686.

BE IT FURTHER RESOLVED, that the contract funds will come from the 2017 approved Community Corrections budget.

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

**LAW & COURTS: Yeas:** Crenshaw, Celentino, Anthony, Banas, Schafer, Maiville

**Nays:** None **Absent:** Tsernoglou **Approved 12/01/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE ENTERING A CONTRACT WITH  
ALCOHOL DRUG ADMINISTRATIVE MONITORING, INC.  
FOR DRUG TESTING AND BREATHALYZER SERVICES**

**RESOLUTION # 16 –**

WHEREAS, the current contract entered between Ingham County and Alcohol Drug Administrative Monitoring, Inc. for drug and breathalyzer testing services will expire on December 31, 2016; and

WHEREAS, the 30<sup>th</sup> Judicial Circuit Court through Pretrial Services, Circuit Court Adult Probation, Swift and Sure Sanctions Probation Program, Mental Health Court and Family Division, including Friend of the Court and Juvenile Division (hereafter referred to as “referral sources”) clients require ongoing testing services that are administered in compliance with all County requirements including laboratory testing at predetermined frequencies in conjunction with instant testing and approved chain of custody protocols; and

WHEREAS, in the absence of any monetary subsidy provided by Ingham County, it is critical that client pay testing services be available at a level that is not overly burdensome to clients referred from the above County referral sources; and

WHEREAS, client pay and testing services to be reimbursed by the Circuit Court will be charged pursuant to a fee schedule that is agreeable to the Circuit Court; and

WHEREAS, funds were authorized in the FY2017 Court budget for testing services; and

WHEREAS, after distributing a Request for Proposals (RFP) for Drug and Breathalyzer Testing services; and, after receiving and evaluating the three responses, the Evaluation Committee recommends Alcohol Drug Administrative Monitoring, Inc. and has determined this vendor willing to provide testing services in compliance with testing needs and protocols as defined by Ingham County pursuant to the attached fee schedule for all clients referred by the above referral sources.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering a contract with Alcohol Drug Administrative Monitoring, Inc. for drug and breathalyzer testing services for the period of January 1, 2017 through December 31, 2017 with automatic renewal for one year thereafter not to extend beyond the 31<sup>st</sup> day of December, 2018.

BE IT FURTHER RESOLVED, that the Board Chairperson is authorized to sign any necessary contracts\subcontracts consistent with this resolution subject to approval as to form by the County Attorney.

**LAW & COURTS: Yeas:** Crenshaw, Celentino, Anthony, Banas, Schafer, Maiville  
**Nays:** None **Absent:** Tsernoglou **Approved 12/01/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert  
**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AWARDING A CONTRACT TO MYERS PLUMBING & HEATING TO  
PROVIDE HVAC PREVENTATIVE MAINTENANCE SERVICES SIX (6) TIMES PER YEAR  
AT THIRTEEN (13) 9-1-1 TOWER SITES**

**RESOLUTION # 16 –**

WHEREAS, the previous maintenance contract with Walter Mechanical Services Inc. DBA: ATI Group expires on December 31, 2016; and

WHEREAS, the contract with Myers Plumbing & Heating will be effective from January 1, 2017 through December 31, 2019, with an optional two (2) year renewal at the time of expiration; and

WHEREAS, both the Purchasing and Facilities Departments agree that a contract be awarded to Myers Plumbing & Heating who submitted the lowest responsive and responsible bid of \$46,425.00; and

WHEREAS, funds for this project are available in the 911 Center contractual line item #261-32500-818000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes awarding a contract to Myers Plumbing & Heating, Inc., 16825 Industrial Parkway, Lansing, Michigan 48906, to provide HVAC Preventative Maintenance services six (6) times per year at thirteen (13) 911 tower sites.

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

**LAW & COURTS: Yeas:** Crenshaw, Celentino, Anthony, Banas, Schafer, Maiville

**Nays:** None **Absent:** Tsernoglou **Approved 12/01/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert

**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**



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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION AUTHORIZING CONTRACTS WITH ATTORNEYS FOR SERVICE ON  
MENTAL ILLNESS AND GENERAL PROBATE MATTERS**

**RESOLUTION # 16 –**

WHEREAS, for many years the Probate Court has contracted with local attorneys to provide respondent legal representation services in involuntary mental illness (MI) matters and general Probate matters as well as respondent guardian ad litem (GAL) services; and

WHEREAS, the compensation to the attorneys providing MI attorney services (\$10,300 per year), providing general Probate attorney services (\$17,510 per year), and providing GAL services (\$74,160) was increased by 3% last year to partly compensate for cost-of-living increases over the years; and

WHEREAS, Attorneys Michael Staake and William Metros have provided MI attorney services for several years, and Mr. Metros has indicated that he cannot continue providing these services next year, and the Probate Court would like Mr. Staake to continue providing such services in 2017; and attorneys Robert Refior and Elias Kafantaris have provided general Probate attorney and GAL services for several years and the Probate Court would like them to continue doing so in 2017; and

WHEREAS, for the 2017 GF budget, the Probate Court requested and received from the Board of Commissioners additional funds so as to increase each above contract amount by 3%, which translates into a \$3,059 total increase over all three contracts (\$309 for MI attorney services, with the new total of \$10,609; \$525 for general Probate attorney services, with the new total of \$18,035; and \$2,225 for GAL services, with a new total of \$76,385).

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes entering into contract with attorney Michael Staake for providing representation in involuntary mental illness attorney services up to \$10,609 for the time period of January 1, 2017 through December 31, 2017.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into contracts with attorneys Robert Refior and Elias Kafantaris for providing representation in general Probate matters up to \$18,035 as well as respondent guardian ad litem (GAL) attorney services up to \$76,385 for the time period of January 1, 2017 through December 31, 2017.

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

**LAW & COURTS: Yeas:** Crenshaw, Celentino, Anthony, Banas, Schafer, Maiville  
**Nays:** None **Absent:** Tsernoglou **Approved 12/01/2016**

**FINANCE: Yeas:** Bahar-Cook, McGrain, Crenshaw, Schafer, Case Naeyaert  
**Nays:** None **Absent:** Tennis, Anthony **Approved 12/07/2016**