

CHAIRPERSON
SARAH ANTHONY

VICE-CHAIRPERSON
CAROL KOENIG

VICE-CHAIRPERSON PRO-TEM
RANDY MAIVILLE

COUNTY SERVICES COMMITTEE
VICTOR CELENTINO, CHAIR
BRYAN CRENSHAW
MARK GREBNER
DEB NOLAN
CAROL KOENIG
RYAN SEBOLT
RANDY MAIVILLE

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

THE COUNTY SERVICES COMMITTEE WILL MEET ON TUESDAY, OCTOBER 3, 2017 AT 6:00 P.M., IN THE PERSONNEL CONFERENCE ROOM (D & E), HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

Agenda

Call to Order

Approval of the [September 19, 2017 Minutes](#)

Additions to the Agenda

Limited Public Comment

1. Convention and Visitors Bureau – Presentation
2. Innovation and Technology
 - a. Resolution to Approve the Purchase of Multi-Factor [Authentication Solution](#)
 - b. Resolution to Approve the Contract for ASE with [Nod Service](#) from AT&T
3. Facilities
 - a. Resolution to Award a Contract for the Removal and Replacement of [Boilers](#)
 - b. Resolution to Authorize Initiation of a Process to [Negotiate a Purchase Agreement](#)
4. Road Department
 - a. Resolution to Approve a Cost Sharing Agreement with [Meridian Township](#)
 - b. Resolution to Approve the Special and Routine [Permits](#) for the Ingham County Road Department
5. Parks Department
 - a. Resolution to Authorize an [Amendment to City of East Lansing Trails and Parks Millage Agreements](#)
 - b. Resolution to Authorize an [Amendment to City of Mason Trails and Parks Millage Agreements](#)
6. Controller's Office
 - a. Resolution to the [Amend Suspension of Operations Policy](#)
 - b. Resolution to Approve an [Economic Development Service Contract](#)
7. Board of Commissioners
 - a. Resolution Recognizing October as "[Michigan College Month](#)" in Ingham County
 - b. Resolution Authorizing the [Release of Attorney/Client Privileged Communication](#)

8. Human Resources – Labor Relations (*Closed Session*)

Announcements
Public Comment
Adjournment

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

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

COUNTY SERVICES COMMITTEE
September 19, 2017
Draft Minutes

Members Present: Celentino, Crenshaw, Grebner, Koenig, Nolan, Maiville, and Sebolt

Members Absent: None

Others Present: Treasurer Eric Schertzing, Deb Fett, Russ Kolski, Sandy Gower, Tim Dolehanty, Becky Bennett, Liz Kane, and others

The meeting was called to order by Chairperson Celentino at 6:00 p.m. in Personnel Conference Room “D & E” of the Human Services Building, 5303 S. Cedar Street, Lansing, Michigan.

Approval of the August 24, 2017 Minutes

MOVED BY COMM. GREBNER, SUPPORTED BY COMM. MAIVILLE, TO APPROVE THE MINUTES OF THE AUGUST 24, 2017 COUNTY SERVICES COMMITTEE MEETING.

THE MOTION CARRIED UNANIMOUSLY.

Additions to the Agenda

None.

Removed –

2. Innovation and Technology
 - a. Resolution to Approve the Contract for ASE with Nod Service from AT&T

6. Human Resources
 - b. Resolution to Authorize a Temporary Assignment to the Chief Deputy Treasurer Position and the Execution of the Letter of Understanding

Limited Public Comment

None.

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

1. Economic Development – Resolution to Terminate a Brownfield for the Douglas J Redevelopment Project

2. Innovation and Technology
 - b. Resolution to Approve Renewal of PACC/PAAM Licensing and Support

3. Purchasing – Resolution to Approve the Disposal of County-Owned Surplus Property
4. Road Department
 - a. Resolution to Approve the College Road and Willoughby Road 4-Way Stop Traffic Control Order
 - b. Resolution to Authorize a Contract for Propane Supplied and Delivered to the Road Department
 - c. Resolution to Authorize the Purchase of Seasonal Requirement of Liquid De-Icer Corrosion Inhibited Solution
 - d. Resolution to Authorize the Purchase of Single Tungsten Carbide Insert Grader Blades and Junior Wing Plow Blades
 - e. Resolution to Approve the Special and Routine Permits for the Ingham County Road Department
5. Health Department
 - a. Resolution to Authorize a Temporary Emergency Preparedness Consultant Position
 - b. Resolution to Authorize and Agreement with 340Basics for Third Party Administration Services
 - c. Resolution to Accept Ryan White Title IV Women, Infants, Children, and Youth (Part D) Funding Award for 2017-2020
6. Human Resources
 - a. Resolution Approving a Letter of Understanding Regarding Part-Time Lobby Control Officers with Capital City Labor Program Inc. – Corrections Unit
7. Controller's Office
 - a. Resolution to Authorize Reorganization of Accounting Functions
8. Board of Commissioners – Resolution Honoring Melanie Harris

THE MOTION CARRIED UNANIMOUSLY.

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

7. Controller's Office
 - b. Draft County Facilities/Property Naming Policy (*Discussion*)

Tim Dolehanty, Controller, stated earlier this year, there had been a conversation about property naming and at that time had said the Committee would revisit the discussion later in the year. He further stated that his goal for the policy would be to keep it short and simple, with no application process or fee, and just provide some general guidelines surrounding themes and geography.

Mr. Dolehanty explained the aspects of the draft policy, including the process and how rooms could be named.

Commissioner Nolan asked what had generated the drafting of the policy.

Mr. Dolehanty stated he thought the Committee had a conversation after a resolution came before them, and they had noticed they had no naming policy in the County.

Commissioner Crenshaw stated he had a constituent contact him that was curious about the renaming of a room at the Sheriff's Office after former Sheriff Gene Wriggelsworth. He further stated he had brought it before the Committee to address the lack of a policy, especially with the possibility that new buildings, like the animal shelter, could be named soon.

Commissioner Nolan stated there had been internal discussions without a policy regarding the Forest Health Center, because she had pointed out that no County facility had been named after a woman, and she wanted the building to be named after U.S. Senator Debbie Stabenow. She further stated that she had been told they could not name the building after Senator Stabenow, because she would not like it.

Commissioner Nolan stated that during that discussion many men's names had been suggested, but she had wanted a woman's name on the building. She further stated that she would like to have a County policy, especially because she wanted to see the new animal shelter building named after Penelope Tsernoglou, and she wanted the Committee to be able to have a robust discussion of why a facility should or should not be named after someone.

Commissioner Grebner stated that there were complicated rules associated with some facility naming, including if there were state or federal funds involved, they could not name it after a person. He described different buildings and facilities named after people, and the history of naming Hawk Island Park.

Chairperson Celentino asked Commissioner Grebner if he recalled if there was a process or policy when they named the Grady Porter Building, as Commissioner Grebner was on the Board of Commissioners at the time the building was named.

Commissioner Grebner stated there was certainly no policy involved, and he assumed it was probably just by affirmation from the Board of Commissioners.

Becky Bennett, Board of Commissioners Office Director, stated there had been a resolution to name the Grady Porter Building.

A discussion ensued regarding other buildings and complexes named after people in the County.

Commissioner Grebner stated the County did not have buildings to name often, especially after the Headlee rollback, because the County did not have money to construct new buildings.

Commissioner Koenig stated there had to be reasons for the naming, and they could not just be lighthearted with the process. She further stated that the Fair Office was working on a project where the naming rights to a new building on the County Fairgrounds would be sold as raising funds for the construction.

Commissioner Koenig stated that naming facilities came up for many different reasons, and they were sometimes financial, which was something they might want to look into. She further stated that the Fair Director was moving forward on this project, and she was not sure if it had been across the Committee's desk yet, but they might want to address it in Committee before the Fair Office received a lot of funding for the naming rights.

Discussion.

Mr. Dolehanty stated that examples of substantial financial contributions were mentioned in the draft policy.

Commissioner Maiville asked if the Controller had looked at other policies when drafting the County policy.

Mr. Dolehanty stated he had looked at about ten other naming policies around, but he had removed the part about naming rights.

Commissioner Grebner stated that perhaps a useful, practical purpose for the policy would be that the Controller could shut down a request because it did not adhere to a policy, which would prevent the Board of Commissioners from having to deny the request. He further stated that with commercial names on buildings, it worked best if there was a connection between the type of building and the company.

Commissioner Nolan recommended that parts (a) and (b) be eliminated from part 4, to remove the examples from the policy. She further stated she thought it would be better to leave the policy more open.

Commissioner Sebolt stated he would argue the exact opposite of Commissioner Nolan's point, and that the policy should have more examples and a higher threshold to reach. He further stated that as the policy read currently, he believed the County could get all sorts of requests to name facilities that would not allow the Commissioners to say no under the policy.

Commissioner Sebolt suggested criteria such as allowing facilities to be named after a County employee that had worked for the County for over 15 years.

Commissioner Grebner stated he thought setting objective standards for this policy was a mistake. He further stated that including funding amounts to allow commercial names on facilities would make it seem like there was a price list to name facilities.

Commissioner Sebolt stated he did not want to have the Committee flooded with 100 kindergartners requesting to name a County facility after a favorite principal, when they would

have a hard time telling them “no” even though it would not be a valid request for a County facility.

Chairperson Celentino asked what the pleasure of the Committee was regarding the debate on having a higher threshold or fewer examples in the policy.

Commissioner Crenshaw stated he was now inclined to leave (a) and (b) in part 4 of the policy after hearing Commissioner Sebolt’s argument.

Discussion.

Chairperson Celentino asked the Controller what the timeline was for this policy.

Mr. Dolehanty stated there was no timeline for the policy, and that he would add the few things suggested into the policy, including naming rights and including state and federal funding regulations, and then bring it back to the Committee for more conversation.

Commissioner Crenshaw asked the Controller if he had looked at the City of Lansing’s policy on naming items.

Mr. Dolehanty stated he could not find a policy in the City of Lansing.

Commissioner Crenshaw stated there definitely was a policy in Lansing, because there was something going on regarding the renaming of a street in his district, and he believed it might be the Lansing Memorial Review Board.

Discussion.

Announcements

None.

Public Comment

None.

Adjournment

The meeting was adjourned at 6:28 p.m.

OCTOBER 3, 2017 COUNTY SERVICES AGENDA STAFF REVIEW SUMMARY

AGENDA ITEMS:

The Controller/Administrator recommends approval of the following resolutions:

1. Convention and Visitors Bureau - *Presentation*

Members of the Greater Lansing Convention and Visitors Bureau will present their most recent financial reports and discuss Bureau activities.

2a. Innovation and Technology Department – *Resolution to Approve the Purchase of Multi-Factor Authentication Solution*

In their ongoing quest to identify critical cybersecurity needs, the Innovation and Technology (IT) Department has been working to find a multi-factor authentication tool that will best protect County resources at the most cost effective price. Duo Security, a Michigan-based company, was chosen as IT's preferred solution. Many counties use Duo Security including Washtenaw, Livingston, and Oakland. The purchase price of the Duo Security solution will be \$50,316.00 per year from CDWG under the State of Michigan MiDeal contract.

2b. Innovation and Technology Department – *Resolution to Approve the Contract for ASE with Nod Service from AT&T*

The Innovation and Technology (IT) Department recommends a change in technology used for long distance telephone calls. Instead of signing a traditional long distance telephone contract with AT&T, the IT Department believes the County would be better served by a five-year contract for Switched Ethernet Service with Network on Demand technology through AT&T. Total savings from the change is estimated to be \$143,000 through the five-year contract period. A resolution to authorize this change is proposed for consideration.

3a. Facilities Department – *Resolution to Award a Contract for the Removal and Replacement of Boilers*

The two boilers that service the Tri County Office on Aging and Human Resource areas at the North end of the Human Services Building have outlived their life expectancy and repairs are no longer cost effective. Upon review of four proposals received to replace the boilers, the Facilities Department recommends the Board award a contract to CSM Mechanical, LLC of Fenton who submitted the lowest responsive and responsible bid amount of \$122,000. It should be noted, however, that a proposal submitted by Aladdin Electric, Inc. of Jackson submitted the second-lowest responsive and responsible bid at \$122,800, a difference of just 0.6%.

3b. Facilities Department – *Resolution to Authorize Initiation of a Process to Negotiate a Purchase Agreement*

Ingham County currently leases all 111 parking spaces in the lot owned by Capitol Walk Parking, LLC located immediately south of Veteran’s Memorial Courthouse (VMC). Ingham County employees use these parking spaces every day. The current cost at Capitol Walk Parking is \$60.00 per space, per month at an annual cost of \$79,920. This amount compares to fees charged to utilize the South Capitol Ramp parking facility located two blocks east of the VMC at an annual cost of \$134,532. The Facilities Department has learned that the Capitol Walk property is available for purchase and has offered a resolution to authorize the County Controller/Administrator to initiate negotiation of a purchase agreement for the property.

4a. Road Department – *Resolution to Approve a Cost Sharing Agreement with Meridian Township*

The Road Department plans to improve the Jolly Road-Okemos Road intersection in 2018, with preliminary utility and signal work to be done in late 2017. Meridian Township wishes to include audible pedestrian signal enhancements to provide more improved service to vision impaired pedestrians. The Road department is willing to pay for half of the \$14,000 cost of signal enhancements from the County Road Fund. The signal upgrade is consistent with goals of the Complete Streets Policy in that these enhancements will encourage non-motorized modes of travel in and across the county road rights of way. The Road Department recommends adoption of a resolution to approve a cost sharing agreement with Meridian Township.

4b. Road Department – *Resolution to Approve the Special and Routine Permits for the Ingham County Road Department*

The Board of Commissioners periodically approves special and routine permits submitted by the Road Department as necessary. The current list of permits includes 19 projects (see attachment for permit list).

5a. Parks Department – *Resolution to Authorize an Amendment to City of East Lansing Trails and Parks Millage Agreements*

Because the cost project bids received were significantly higher than the original cost estimates, the City of East Lansing requests an amendment to trail improvement grants awarded by the County. An additional \$437,589 is needed to complete the work. The Parks Department recommends approval of a resolution to reallocate funds approved under Resolution 17-109 to other projects, and to reserve additional funding from the 2019 Trails and Parks Millage allocation in order to cover additional costs.

5b. Parks Department – *Resolution to Authorize an Amendment to City of Mason Trails and Parks Millage Agreements*

Because the cost project bids received were significantly higher than the original cost estimates, the City of Mason requests an amendment to trail improvement grants awarded by the County. The Parks Department recommends approval of a resolution to reallocate \$108,762 approved under Resolution 17-109 to other Mason area projects.

6a. Controller's Office – Resolution to the Amend Suspension of Operations Policy

Department Heads possess authority to suspend any or all of department operations under the Suspension of Operations Policy. Currently, employees not working during a period of suspended operations and who are regularly scheduled to work during the period can choose to go unpaid for those hours or receive pay via utilization of compensatory, vacation, or sick time. Following a closure incident on May 8, the County Services Committee asked for policy changes that would not compel use of compensatory, vacation, or sick time for compensation of work hours missed because of a department closure. Suggested policy amendments would result in employees receiving normal compensation for hours missed when a department head suspends department operations, and provides clarification that states employees not scheduled to work during the period of operational suspension would receive no additional compensation.

6b. Controller's Office – Resolution to Approve an Economic Development Service Contract

The Controller's Office recommends approval of a resolution to authorize an agreement with Lansing Economic Area Partnership (LEAP) to provide economic development consulting services upon retirement of the Economic Development Director. Under the proposed agreement, LEAP would provide administrative services to the Economic Development Corporation and the Brownfield Redevelopment Authority and would assume all duties created by the Economic Development Services Agreement between Ingham County and local economic development organizations dated January 31, 1994. The annual cost for these services is \$115,636 and does not supplant the annual LEAP membership fee of \$15,000 to support regional activities.

7a. Board of Commissioners Office – Resolution Recognizing October as "Michigan College Month" in Ingham County

A resolution is offered to recognize the month of October as "Michigan College Month" and to encourage all Ingham County schools to participate in this initiative.

7b. Board of Commissioners Office – Resolution Authorizing the Release of Attorney/Client Privileged Communication

On August 7, 2017 County Attorney Peter Cohl prepared an Attorney/Client privileged legal opinion regarding the appointment process for Ingham County representatives on the Capital Area District Library Board. A resolution is offered to authorize public release of the opinion so it can be shared with the parties involved.

8. Human Resources Department – Labor Relations (Closed Session)

The Human Resources Director will lead a closed session discussion about labor relations.



GREATER LANSING CONVENTION AND VISITORS BUREAU

FINANCIAL STATEMENTS

JULY 31, 2017

Greater Lansing Convention & Visitors Bureau Statement of Activities

For the 7 months ended July 31, 2017

	Current Period				Year To Date			
	Actual	Budget	Variance	%	Actual	Budget	Variance	%
Revenues								
PA263 Funding	207,594.66	206,048.07	1,546.59	0.8	1,442,687.13	1,456,652.81	(13,965.68)	(1.0)
PA59 Funding	109,907.97	104,692.35	5,215.62	5.0	738,296.12	744,668.74	(6,372.62)	(0.9)
PA25 Funding	143,170.40	155,028.86	(11,858.46)	(7.6)	1,074,510.07	1,105,636.98	(31,126.91)	(2.8)
Membership Dues	5,841.99	6,129.43	(287.44)	(4.7)	50,561.11	50,991.20	(430.09)	(0.8)
Interest Income	2,660.24	1,575.00	1,085.24	68.9	17,678.56	11,025.00	6,653.56	60.3
Advertising	0.00	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Merchandise Sales	0.00	70.00	(70.00)	(100.0)	77.12	425.00	(347.88)	(81.9)
Special Event Revenue	3,400.00	0.00	3,400.00	0.0	30,116.00	24,400.00	5,716.00	23.4
Michigan Sports Revenue	0.00	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Bad Debt Recovery	0.00	0.00	0.00	0.0	26,926.83	26,926.83	0.00	0.0
Total Revenues	472,575.26	473,543.71	(968.45)	(0.2)	3,380,852.94	3,420,726.56	(39,873.62)	(1.2)
Expenses								
Wages	143,937.47	159,782.40	15,844.93	9.9	993,616.64	1,028,487.51	34,870.87	3.4
Payroll Taxes	10,881.75	12,512.03	1,630.28	13.0	85,061.98	94,412.81	9,350.83	9.9
Benefits	30,044.88	38,726.89	8,682.01	22.4	224,412.77	251,003.78	26,591.01	10.6
Human Resources	743.69	1,166.67	422.98	36.3	4,440.74	8,166.67	3,725.93	45.6
Advertising	52,438.63	47,962.03	(4,476.60)	(9.3)	584,867.35	579,986.53	(4,880.82)	(0.8)
E-Commerce	43,186.99	50,496.67	7,309.68	14.5	57,187.43	67,376.67	10,189.24	15.1
Bid Fees	6,776.04	8,416.66	1,640.62	19.5	63,415.00	83,916.66	20,501.66	24.4
Collateral Material	1,883.09	8,429.16	6,546.07	77.7	44,780.93	66,304.16	21,523.23	32.5
Promotional Materials	1,314.03	5,104.16	3,790.13	74.3	21,752.42	30,354.16	8,601.74	28.3
FAM/Site Visits	404.54	500.01	95.47	19.1	5,296.83	3,900.00	(1,396.83)	(35.8)
Tradeshows	2,132.75	2,141.67	8.92	0.4	10,923.69	18,491.67	7,567.98	40.9
Special Promotions	114,452.14	127,903.10	13,450.96	10.5	305,300.17	353,471.62	48,171.45	13.6
Travel & Entertainment	10,916.44	15,016.67	4,100.23	27.3	34,154.62	46,791.67	12,637.05	27.0
Event Hosting	19,235.33	31,433.28	12,197.95	38.8	113,081.85	133,584.35	20,502.50	15.3
Contingency	0.00	4,166.67	4,166.67	100.0	9,235.26	29,166.67	19,931.41	68.3
Dues & Subscriptions	2,288.99	3,387.67	1,098.68	32.4	83,784.11	87,262.00	3,477.89	4.0
Training & Education	14,380.00	21,200.00	6,820.00	32.2	32,025.98	56,430.00	24,404.02	43.2
Postage	446.12	1,520.46	1,074.34	70.7	11,362.72	10,643.20	(719.52)	(6.8)
Telephone	3,168.31	3,294.34	126.03	3.8	21,363.10	23,060.34	1,697.24	7.4
Local Meetings & Travel	5,246.43	4,429.01	(817.42)	(18.5)	32,130.06	31,003.01	(1,127.05)	(3.6)
Auto & General Insurance	1,230.90	1,537.92	307.02	20.0	11,190.09	10,765.44	(424.65)	(3.9)
Maintenance Contracts	5,469.98	35,808.33	30,338.35	84.7	40,762.06	73,458.33	32,696.27	44.5
Depreciation	7,967.12	8,333.34	366.22	4.4	55,769.84	58,333.34	2,563.50	4.4
Bank Charges	529.34	250.10	(279.24)	(111.7)	1,615.63	1,750.66	135.03	7.7
Professional Fees	4,851.00	5,725.00	874.00	15.3	47,402.40	53,825.01	6,422.61	11.9
Rent/Utilities	32,376.80	22,711.27	(9,665.53)	(42.6)	158,927.12	158,979.00	51.88	0.0
Office Supplies	1,422.77	2,091.17	668.40	32.0	11,932.89	14,638.23	2,705.34	18.5
Doubtful Accounts Expense	0.00	0.00	0.00	0.0	5,416.44	5,416.44	0.00	0.0
Michigan Sports Expense	2,675.00	0.00	(2,675.00)	0.0	102,223.08	0.00	(102,223.08)	0.0
Total Expenses	520,400.53	624,046.68	103,646.15	16.6	3,173,433.20	3,380,979.93	207,546.73	6.1

Greater Lansing Convention & Visitors Bureau
Statement of Activities

For the 7 months ended July 31, 2017

NET SURPLUS/(DEFICIT)	<u>(47,825.27)</u>	<u>(150,502.97)</u>	<u>102,677.70</u>	<u>68.2</u>	<u>207,419.74</u>	<u>39,746.63</u>	<u>167,673.11</u>	<u>421.9</u>
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GREATER LANSING CONVENTION AND VISITORS BUREAU

FINANCIAL STATEMENTS

AUGUST 31, 2017

Greater Lansing Convention & Visitors Bureau
Statement of Activities
For the 8 months ended August 31, 2017

	Current Period				Year To Date			
	Actual	Budget	Variance	%	Actual	Budget	Variance	%
Revenues								
PA263 Funding	214,033.61	218,056.08	(4,022.47)	(1.8)	1,656,720.74	1,674,708.89	(17,988.15)	(1.1)
PA59 Funding	123,011.58	112,265.44	10,746.14	9.6	861,307.70	856,934.18	4,373.52	0.5
PA25 Funding	175,886.79	164,794.29	11,092.50	6.7	1,250,396.86	1,270,431.27	(20,034.41)	(1.6)
Membership Dues	6,818.72	6,611.96	206.76	3.1	57,379.83	57,603.16	(223.33)	(0.4)
Interest Income	2,557.39	1,575.00	982.39	62.4	20,235.95	12,600.00	7,635.95	60.6
Advertising	0.00	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Merchandise Sales	0.00	50.00	(50.00)	(100.0)	77.12	475.00	(397.88)	(83.8)
Special Event Revenue	392.00	3,400.00	(3,008.00)	(88.5)	30,508.00	27,800.00	2,708.00	9.7
Michigan Sports Revenue	0.00	0.00	0.00	0.0	0.00	0.00	0.00	0.0
Bad Debt Recovery	0.00	0.00	0.00	0.0	26,926.83	26,926.83	0.00	0.0
Total Revenues	522,700.09	506,752.77	15,947.32	3.1	3,903,553.03	3,927,479.33	(23,926.30)	(0.6)
Expenses								
Wages	144,529.48	153,739.59	9,210.11	6.0	1,138,146.12	1,182,227.10	44,080.98	3.7
Payroll Taxes	10,964.05	11,807.10	843.05	7.1	96,026.03	106,219.91	10,193.88	9.6
Benefits	34,804.25	38,726.88	3,922.63	10.1	259,217.02	289,730.66	30,513.64	10.5
Human Resources	1,458.87	1,166.67	(292.20)	(25.0)	5,899.61	9,333.34	3,433.73	36.8
Advertising	107,730.40	140,672.70	32,942.30	23.4	692,597.75	720,659.23	28,061.48	3.9
E-Commerce	765.96	3,546.67	2,780.71	78.4	57,953.39	70,923.34	12,969.95	18.3
Bid Fees	3,430.00	8,416.66	4,986.66	59.2	66,845.00	92,333.32	25,488.32	27.6
Collateral Material	2,991.28	8,029.16	5,037.88	62.7	47,772.21	74,333.32	26,561.11	35.7
Promotional Materials	14,917.94	5,104.17	(9,813.77)	(192.3)	36,670.36	35,458.33	(1,212.03)	(3.4)
FAM/Site Visits	319.76	4,500.00	4,180.24	92.9	5,616.59	8,400.00	2,783.41	33.1
Tradeshows	8,876.60	13,291.67	4,415.07	33.2	19,800.29	31,783.34	11,983.05	37.7
Special Promotions	21,306.71	16,275.00	(5,031.71)	(30.9)	326,606.88	369,746.62	43,139.74	11.7
Travel & Entertainment	3,854.40	6,741.67	2,887.27	42.8	38,009.02	53,533.34	15,524.32	29.0
Event Hosting	14,164.68	13,008.28	(1,156.40)	(8.9)	127,246.53	146,592.63	19,346.10	13.2
Contingency	1,634.00	4,166.67	2,532.67	60.8	10,869.26	33,333.34	22,464.08	67.4
Dues & Subscriptions	1,755.99	6,391.00	4,635.01	72.5	85,540.10	93,653.00	8,112.90	8.7
Training & Education	20,759.65	3,150.00	(17,609.65)	(559.0)	52,785.63	59,580.00	6,794.37	11.4
Postage	4,535.09	1,520.45	(3,014.64)	(198.3)	15,897.81	12,163.65	(3,734.16)	(30.7)
Telephone	3,031.75	3,294.32	262.57	8.0	24,394.85	26,354.66	1,959.81	7.4
Local Meetings & Travel	4,109.95	4,429.00	319.05	7.2	36,240.01	35,432.01	(808.00)	(2.3)
Auto & General Insurance	1,230.90	1,537.92	307.02	20.0	12,420.99	12,303.36	(117.63)	(1.0)
Maintenance Contracts	32,349.87	3,808.33	(28,541.54)	(749.5)	73,111.93	77,266.66	4,154.73	5.4
Depreciation	7,967.12	8,333.34	366.22	4.4	63,736.96	66,666.68	2,929.72	4.4
Bank Charges	334.24	250.09	(84.15)	(33.6)	1,949.87	2,000.75	50.88	2.5
Professional Fees	8,044.95	8,100.00	55.05	0.7	55,447.35	61,925.01	6,477.66	10.5
Rent/Utilities	21,356.79	22,711.30	1,354.51	6.0	180,283.91	181,690.30	1,406.39	0.8
Office Supplies	873.05	2,091.19	1,218.14	58.3	12,805.94	16,729.42	3,923.48	23.5
Doubtful Accounts Expense	0.00	0.00	0.00	0.0	5,416.44	5,416.44	0.00	0.0
Michigan Sports Expense	25.00	0.00	(25.00)	0.0	102,248.08	0.00	(102,248.08)	0.0
Total Expenses	478,122.73	494,809.83	16,687.10	3.4	3,651,555.93	3,875,789.76	224,233.83	5.8

Greater Lansing Convention & Visitors Bureau
Statement of Activities

For the 8 months ended August 31, 2017

NET SURPLUS/(DEFICIT)	<u>44,577.36</u>	<u>11,942.94</u>	<u>32,634.42</u>	<u>273.3</u>	<u>251,997.10</u>	<u>51,689.57</u>	<u>200,307.53</u>	<u>387.5</u>
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Summary of 2017 Marketing Initiatives for Sports and Leisure Markets

Prepared September 12, 2017



The Greater Lansing Convention and Visitors Bureau (GLCVB) seeks to generate awareness about the Greater Lansing region as a desirable travel destination. The organization utilizes a variety of marketing communications tools to accomplish that goal including, but not limited to, digital promotions, social media, community relations, advertising and media relations efforts. A summary of the 2017 marketing communications initiatives for the Greater Lansing Sports Authority (GLSA) and Leisure markets are outlined below.

Digital Strategies

- Promoted the GLCVB, GLSA, March Magic Hoopfest and Michigan Sports websites. Sites utilized responsive technology to make them mobile friendly. The GLCVB created engaging content and integrated Search Engine Optimization and Search Engine Marketing initiatives. The GLCVB website was recognized with a Pinnacle award in April from the Central Michigan Chapter of PRSA. See sites at: www.lansing.org, www.lansingsports.org, www.marchmagichoopfest.com

www.lansing.org received 350,702 unique visits YTD.

www.lansingsports.org received 24,066 unique visits YTD.

- The GLCVB was the first destination marketing organization in the state to produce a mobile app. Visitors are encouraged to download the app for ease in navigating the region.
- Pushed visitor and sports information to promote the region through social networks such as Facebook, Instagram, YouTube, SnapChat and Twitter. In addition, the GLSA utilized new SnapChat geo-filters to reach young sports enthusiasts while in the region.

GLCVB Facebook followers YTD = 20,995

GLCVB Twitter followers YTD = 10,364

GLCVB Instagram followers YTD = 2,839

- Created and distributed dozens of videos promoting the region. Videos were used on our websites, YouTube placements, presentations and social media. See samples at www.lansing.org/media/videos.
- The GLSA celebrated its 10th anniversary in March and launched a new promotional video. "We all love the game." See it at: www.lansingsports.org/media/sports-videos.



Homepage of www.lansing.org



Mobile App



Facebook Post



GLSA Video

Advertising & Outreach

- Identified appropriate markets and vehicles in which to place advertising to drive visitor and sport group inquiries. *(Please see below for list of placements for 2017 schedule.)*

- Explored new promotional opportunities to reach International markets including China and Canada. Utilized partnerships with Brand USA, Michigan State University and local business leaders conducting business in China.



Brochure for Chinese Visitors

- Utilized partnerships with Travel Michigan’s Pure Michigan campaign to attract leisure visitors. Participated in the “Urban DNA” passion and the “Downtown Pure Michigan” campaign that generated social media posts, blogs, unique videos and Lansing restaurants featured on Food Network’s “Diners, Drive-in’s and Dive’s” program starring Guy Fieri.

- Created and curated content that was compelling and relevant to the leisure visitor. *(Tactics included: writing weekly blog posts, website content, distributing a bi-monthly e-newsletter, producing an annual Visitor Guide, Dining Guide and Family Fun Guide, maps, video development and social media engagement.)*



2017 Visitor Guide

Over 91,000 visitor guides have been distributed YTD.

- Cultivated community relationships and sponsored multiple local festivals.
- Promoted the region at leisure travel shows in Chicago. Travel and Adventure Show and Michigan Day at Union Station. Educated incoming parents and MSU students at Green & White Days and International Student welcome events.
- Hosted multiple travel writer/travel influencer Familiarization tours (FAMs) giving them a first-hand experience of all that Greater Lansing offers the visiting public.
- Hosted two special events – March Magic Hoopfest in March and Be a Tourist In Your Own Town in June. Be A Tourist drew over 15,000 participants and encouraged local residents to learn more about the region in hopes they will become ambassadors for the area.



23rd Annual Be a Tourist Event

Paid Advertising - Leisure

The GLCVB recognizes that most leisure visitors travel here from a four-hour drive radius of Greater Lansing. Therefore, the majority of paid advertising placements fall within that geographic target. We utilize: print, digital (website and social media), TV and billboard. Given our proximity to Canada and large influx of Chinese students at MSU we also do a few select International placements directed to those countries.



Below please find a sample of a print ad and the list of placements for 2017.



Leisure Print Ad

Media placements include:

Print & Digital: AAA Magazine, Experience Michigan, Pure Michigan Travel Ideas, Michigan Festivals and Events, Michigan Trails Magazine, West Michigan Travel Guide, Midwest Golfing, Golf Michigan, Michigan the Great Beer State, mlive (newspapers throughout state and digital), MSU Alumni Magazine, Golf Chicago, AAA Living, Long Weekends, Midwest Living, Midwest Golf, Ohio Magazine, Metro Parent Magazine, Chicago Magazine, Grand Rapids Magazine, Cleveland Magazine, Lake Erie Living and Columbus Monthly.

Billboards: Lamar and Adams Outdoor

TV: Comcast/NCC Cable Television and WDIV – Detroit

International: Crossings Magazine, Horizons Travel & Adventure, mlive and Brand USA.

Paid Advertising – Sports Market

Event groups that host tournaments in the Greater Lansing area may range from local organizations to nationally recognized groups. Therefore, the GLSA seeks to reach new leads through a wide variety of media placements.

Below please find a sample of a print ad and the list of placements for 2017.



GLSA Print Ad

Media placements include:

Print & Digital: Healthy & Fit Magazine, National Association of Sports Commissions Ad Partnership, Spartan Gameday Program, SportsTravel Magazine, Sports Events Magazine and mlive (newspapers throughout state and digital)

Television: Comcast cable and Fox 47 Press Pass.

Radio: Staudt on Sports Radio, The Drive with Jack Ebling, Spartan Tailgate Radio Show and TownSquare Media

TO: Board of Commissioners, County Services Committee, and Finance Committee

FROM: Deb Fett, CIO

DATE: 9/19/2017

SUBJECT: Resolution – Duo Security Multi-Factor Authentication Purchase

BACKGROUND

Recently Ingham County had a cybersecurity incident that started with a single infected computer and rapidly spread throughout many others before it was contained. As expressed in the memo to the Board after the incident, there are some immediate unbudgeted needs that are critical to prevent further incidents of this magnitude or greater.

ITD has been working to find a multi-factor authentication tool that will best protect the County’s resources at the most cost effective price. As a result of that research and testing, Duo Security has been chosen as ITD’s solution. They are a Michigan based company that is used by many counties in the state including Washtenaw, Livingston, and Oakland.

In accordance with our purchasing requirements, this solution was put together from the State of Michigan’s MiDeal contract. CDWG will be able to provide for our needs going forward under the contract.

ALTERNATIVES

There are a couple of other brands that do provide somewhat similar features but with either a substantial increase in price or are more difficult for the end user to use. These were ruled out as unsuitable to our needs.

FINANCIAL IMPACT

The project is budgeted and funding for the total of \$50,316.00 per year for the licensing will come from the County’s Innovation and Technology Department’s Network Fund #636-25810-932033 for the first year and from #636-25810-932030 for the following 2 years at the same price point.

OTHER CONSIDERATIONS

This authentication method is going to be checked for both our LEIN audit and our FOC audit in 2019. It benefits us to get it in place sooner rather than later.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the quote for the Duo Security solution from CDWG.

Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE PURCHASE OF MULTI-FACTOR AUTHENTICATION SOLUTION

WHEREAS, Ingham County needs protect our data and our network from cyber threats; and

WHEREAS, multi-factor authentication will provide a more robust method of securing our data and applications; and

WHEREAS, Duo Security provides a robust, affordable, top-rated authenticated security product; and

WHEREAS, the purchase price of said solution will be \$50,316.00 per year from CDWG under the State of Michigan MiDeal contract.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the purchase of the Duo Security solution in the amount not to exceed \$50,316.00 per year for 3 years.

BE IT FURTHER RESOLVED, that the total cost will be paid out of the county's Network Fund #63625810-932032 for 2017 and #63625810-932030 for 2018 and 2019.

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.

TO: Board of Commissioners, County Services Committee, and Finance Committee
FROM: Deb Fett, CIO
DATE: 9/20/2017
SUBJECT: Network Connectivity Change to AT&T Switched Ethernet Network on Demand

BACKGROUND

Ingham County currently uses AT&T for several of our network connections between buildings with a contract we renewed in April for one year. Although we have the extension, ITD has been pursuing a different method of connectivity to get better pricing and service. After reviewing our options, we have chosen an opportunity to change our current computer connectivity method to lower cost, enhance usability, and increase our flexibility.

This AT&T Switched Ethernet (ASE) method of connecting gives us fiber connectivity with the ability to modify our speed requirements as needed via Network on Demand (NOD). This means that we only pay for what we actually need and can adjust our connections to the minimum needed for ordinary use while being able to ramp it up for special events or peak usage times.

This connectivity method will also allow us to add connections when needed for new clinics with much less difficulty because it is within our control. For example, this proposal includes a new connection for the Volunteers of America clinic that is being transitioned to Ingham County from Sparrow. That line had been costing Sparrow \$1,150 per month but will be only \$425 per month under our agreement. By changing to this method instead of taking over the Sparrow line contract, we save over \$700 per month.

ITD has added all our internal network connections between buildings as potential additions to the contract. We have the flexibility of when to add them or not to add them as we choose. If we choose to do them all, our net savings will be approximately \$28,000.00 per year or \$143,000.00 over the 5 year term of the contract with the potential for more savings as we review our usage and adjust our connections.

ALTERNATIVES

Annual costs under current contract prices	\$99,000.00
Annual estimated costs with new service	\$70,000.00
Estimated 5 year savings	\$143,000.00

FINANCIAL IMPACT

The funding for the continuing \$43,000.00 annual cost will be spread to various departments based on usage as per current practice.

OTHER CONSIDERATIONS

This is one portion of the budget savings that ITD has been pursuing for FY 2018. It is covered under the MI-Deal contract from the State of Michigan.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached contract for AT&T.



AT&T MA Reference No. 137418UA
 AT&T Contract ID No. SDN73GEI9A

**AT&T SWITCHED ETHERNET SERVICESM (with NETWORK ON DEMAND)
 Pricing Schedule Provided Pursuant to Custom Terms**

Please sign by 10-20-2017

Customer	AT&T
INGHAM COUNTY Street Address: 121 E MAPLE ST City: MASON State/Province: MI Zip Code: 48854-1655 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate(s)
Customer Contact (for Notices)	AT&T Contact (for Notices)
Name: Deb Fett Title: CIO Street Address: 121 E MAPLE ST City: MASON State/Province: MI Zip Code: 48854-1655 Country: USA Telephone: 5176767371 Fax: Email: DFett@ingham.org Customer Account Number or Master Account Number: 1-Y92L-1092	Name: JAY VAN DUZEN Street Address: 23500 NORTHWESTERN HWY BLDG W City: SOUTHFIELD State/Province: MI Zip Code: 48075 Country: USA Telephone: 2482045881 Fax: 2484833218 Email: jv8204@us.att.com Sales/Branch Manager: PIZZUTI SCVP Name: ROGERBLAKE Sales Strata: Retail-Direct Sales Region: US-MIDWEST With a copy (for Notices) to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: USA Telephone: Fax: Email: Agent Code	

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Services purchased under this Pricing Schedule must be ordered and managed using the AT&T Network on Demand process described in the Network on Demand Guide available at: http://cpr.att.com/pdf/publications/NOD_Guide.pdf which is incorporated herein by reference and is subject to change by AT&T from time to time.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on Customer's bill for intrastate Services. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

For AT&T internal use only: Contract Ordering and Billing Number (CNUM):

WK# - Interstate-InterLATA – TBD	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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AT&T Switched Ethernet ServiceSM (with Network On Demand) Pricing Schedule Provided Pursuant to Custom Terms

1. SERVICE, SERVICE PROVIDER(S) and SERVICE PUBLICATION(S)

1.1 AT&T Switched Ethernet ServiceSM

Service	Service Publication (incorporated by reference)	Service Publication location
AT&T Switched Ethernet Service SM	AT&T Switched Ethernet Service Guide	http://cpr.att.com/pdf/commonEthServGuide.html

Service Providers			
AT&T Alabama	AT&T Indiana	AT&T Missouri	AT&T Tennessee
AT&T Arkansas	AT&T Kansas	AT&T Nevada	AT&T Texas
AT&T California	AT&T Kentucky	AT&T North Carolina	AT&T Wisconsin
AT&T Florida	AT&T Louisiana	AT&T Ohio	
AT&T Georgia	AT&T Michigan	AT&T Oklahoma	
AT&T Illinois	AT&T Mississippi	AT&T South Carolina	

1.2 Inside Wiring

Service	AT&T Inside Wiring
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Service Provider	Service Publication	Service Publication Location
Same as the AT&T Service Provider for the AT&T Switched Ethernet Service	AT&T Inside Wiring Service Attachment	http://cpr.att.com/pdf/service_publications/ASE_SDN_Inside_Wiring_Attachment.pdf

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

Pricing Schedule Term	60 months
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified in this Pricing Schedule for each Service Component are stabilized until the end of its Minimum Payment Period
Pricing following the end of Minimum Payment Period	Non-stabilized prices as modified from time to time in applicable Service Publication or, if there is no such pricing, the pricing in this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Charge Applied for Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
All Service Components	50% plus any unpaid or waived non-recurring charges	60 months

*Early termination charges shall not exceed the total amount of monthly recurring charges for the remainder of the Minimum Payment Period; refer to [Network on Demand Guide](#) for details.

4. ADDS

AT&T Switched Ethernet Service Customer Port Connections may be purchased (where available using the Network on Demand process) during the Pricing Schedule Term at the rates, terms and conditions herein.

WK# - Interstate-InterLATA – TBD	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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AT&T Switched Ethernet ServiceSM (with Network On Demand) Pricing Schedule Provided Pursuant to Custom Terms

5. RATES and CHARGES

5.1 AT&T SWITCHED ETHERNET SERVICE

5.1.1 Monthly Recurring Charges (MRC)

All Monthly Recurring Charge (MRC) rates are per port. The total MRC for a port is the sum of the Port Connection MRC, the Bandwidth MRC, and any associated Feature MRC(s).

Basic Port Connection MRC

Basic Port Connection Speed	MRC
100 Mbps	\$193.55
1 Gbps	\$193.55

Bandwidth MRC

If Customer changes the CIR and/or CoS configuration during the billing cycle, the Bandwidth MRC will be prorated based on the time interval for each configuration. Bandwidth may be adjusted using the Network on Demand process within the available network capacity, which may vary from time to time. All speeds may not be available at all times or at all locations. Network augmentation via traditional processes may be required before certain speeds will be available on demand. Contact your AT&T sales representative to discuss ways to increase available capacity.

Bandwidth MRC (100 Mbps and 1 Gbps Basic Port Connections)					
Committed Information Rate (CIR)	Class of Service (CoS)				
	Non Critical High	Business Critical Medium	Business Critical High	Interactive	Real Time
2 Mbps	\$133.34	\$137.94	\$165.54	\$195.42	\$211.52
4 Mbps	\$158.76	\$163.43	\$191.45	\$217.14	\$233.48
5 Mbps	\$172.68	\$180.71	\$200.79	\$220.87	\$236.93
8 Mbps	\$189.42	\$196.57	\$212.66	\$226.95	\$243.04
10 Mbps	\$199.14	\$208.78	\$240.90	\$273.02	\$292.29
20 Mbps	\$224.91	\$235.38	\$261.53	\$287.68	\$308.60
50 Mbps	\$264.00	\$276.11	\$303.05	\$329.99	\$355.58
100 Mbps	\$313.14	\$329.62	\$357.09	\$384.56	\$412.03
150 Mbps	\$444.56	\$466.61	\$487.99	\$509.03	\$546.36
250 Mbps	\$503.52	\$528.70	\$595.83	\$662.97	\$711.64
400 Mbps	\$556.18	\$584.23	\$650.24	\$716.25	\$769.07
500 Mbps	\$591.52	\$620.94	\$686.30	\$751.66	\$807.22
600 Mbps	\$683.32	\$717.16	\$792.91	\$846.09	\$905.72
1000 Mbps	\$784.44	\$824.46	\$888.49	\$952.53	\$1021.37

WK# - Interstate-InterLATA – TBD	For AT&T Administrative Use Only Pricing Schedule No. _____ Original Effective Date: _____
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AT&T Switched Ethernet ServiceSM (with Network On Demand) Pricing Schedule Provided Pursuant to Custom Terms

Feature MRC

Feature	MRC
Enhanced Multicast	\$71.4

5.1.2 Non Recurring Charges (NRC)

Standard Non Recurring Charges for installation of new Customer Port Connections, per the applicable Service Publication, will be waived.

5.1.3 Additional Charges

Charges for additional Service options may apply, per Service Publication. Charges for special construction, if needed, may also apply.

5.2 AT&T INSIDE WIRING

Charges for AT&T Inside Wiring are as set forth in the Service Publication.

End of Document

Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE CONTRACT FOR ASE WITH NOD SERVICE FROM AT&T

WHEREAS, the current Ingham County network connectivity contract with AT&T expires in April, 2018; and

WHEREAS, currently Ingham County pays \$99,000.00 per year for network connectivity; and

WHEREAS, Innovation & Technology is recommending we switch to the Switched Ethernet Service with Network On Demand from AT&T for a period of 5 year for an estimated total cost of \$70,000.00 per year with the flexibility to add new sites to the contract over time.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the approval of the ASE + NOD contract from AT&T in the amount not to exceed \$75,000.00 per year for a period of 5 years.

BE IT FURTHER RESOLVED, that the total cost will be spread to various departments based on usage as per current practice.

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.

Agenda Item 3a

TO: Board of Commissioners, County Services and Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: September 19, 2017

SUBJECT: Resolution awarding a contract to CSM Mechanical, LLC, for the removal and replacement of two boilers at the Human Services Building

For the meeting agendas of: October 3 & 4

BACKGROUND

The two boilers that service the Tri County Office on Aging and Human Resource areas at the North end of the building are old and in need of replacement as they have outlived their life expectancy and repairs are no longer cost efficient. The Purchasing Department solicited proposals from qualified, experienced vendors and both the Purchasing and Facilities Departments agree that a contract be awarded to CSM Mechanical, LLC, who submitted the lowest responsive and responsible bid amount of \$122,000.00.

ALTERNATIVES

There are no alternatives for this project.

FINANCIAL IMPACT

The Facilities Department is asking for an \$8,000.00 contingency for any unforeseen circumstances that may arise.

Funds are available in the approved Human Services Building boiler CIP line item # 631-23304-976000-5FC06 which has a balance of \$131,185.00.

OTHER CONSIDERATIONS

There are no other considerations for this project.

RECOMMENDATION

Based on the information presented, both the Purchasing and Facilities Departments agree that a contract be awarded to CSM Mechanical LLC, to remove and replace two boilers at the Human Services Building for a not to exceed total cost of \$130,000.00 which includes an \$8,000.00 contingency.

Agenda Item 3a

TO: Rick Terrill, Facilities Director
 FROM: James Hudgins, Director of Purchasing
 DATE: August 30, 2017
 RE: Memorandum of Performance for RFP No. 153-17 Mechanical Improvements

Per your request, the Purchasing Department sought proposals from qualified and experienced mechanical contractors for mechanical improvements at the Human Services Building.

The project scope includes, but is not limited to, removal replacement of two (2) Lochinvar Power FN Boilers, boiler pumps, trim and secondary pumps with installation of two condensing boilers and associated vents, emergency boiler shut downs, new fire rated partition walls and door, insulated partition wall infill of existing wall louver, and existing electrical equipment relocation.

The RFP was advertised in the Lansing State Journal, City Pulse and posted on the Ingham County Purchasing Department’s website.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	61	23
Vendors attending pre-bid/proposal meeting	13	3
Vendors responding	4	1

The following grid is a summary of the vendors’ costs:

VENDOR NAME	LOCAL PREFERENCE	ADD'S	BONDS	TOTAL COST
CSM Mechanical LLC	No, Fenton MI	Yes	Yes	\$122,000.00
Aladdin Electric Inc.	No, Jackson MI	Yes	Yes	\$122,800.00
Myers Plumbing & Heating Inc.	No, Clinton MI	Yes	Yes	\$129,580.00
John E. Green Company	Yes, East Lansing MI	Yes	Yes	\$166,000.00

A preconstruction meeting will be required prior to commencement of work since the construction cost exceeds \$10,000. Please make sure the Purchasing Department is invited and able to attend the preconstruction meeting to ensure that all contractors comply with the Prevailing Wage Policy and proper bonding.

You are now ready to complete the final steps in the process: 1) Evaluate the submissions based on the criteria established in the RFP; 2) confirm funds are available; 3) submit your recommendation of award along with your evaluation to the Purchasing Department; 4) write a memo of explanation; and, 5) prepare and submit a resolution for Board approval.

This Memorandum is to be included with your memo and resolution submission to the Resolutions Group as acknowledgement of the Purchasing Department's participation in the purchasing process.

If I can be of further assistance, please do not hesitate to contact me by e-mail at jhudgins@ingham.org or by phone at 676-7309.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AWARD A CONTRACT TO FOR THE REMOVAL AND REPLACEMENT OF BOILERS

WHEREAS, the two boilers that service the Tri County Office on Aging and Human Resource areas at the North end of the building are old and in need of replacement as they have outlived their life expectancy and repair costs are no longer cost efficient; and

WHEREAS, the Purchasing Department solicited proposals from qualified, experienced vendors and both the Purchasing and Facilities Departments agree that a contract be awarded to CSM Mechanical, LLC who submitted the lowest responsive and responsible bid amount of \$122,000.00; and

WHEREAS, the Facilities Department is asking for an \$8,000.00 contingency for any unforeseen circumstances that may arise; and

WHEREAS, funds are available in the approved Human Services Building boiler CIP line item # 631-23304-976000-5FC06 which has a balance of \$131,185.00.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes entering into a contract with CSM Mechanical, LLC, 7400 Hickory Valley Drive, Fenton, Michigan 48430, for the removal and replacement of two boilers at the Human Services Building for a not to exceed total cost of \$130,000.00 which includes an \$8,000.00 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.

TO: Board of Commissioners, County Services and Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: September 19, 2017

SUBJECT: Resolution authorizing the County Controller/Administrator to initiate a process to negotiate a purchase agreement with Capitol Walk Parking, LLC for the purchase of their parking lot

For the meeting agendas of: October 3 & 4

BACKGROUND

Ingham County currently occupies all 111 parking spaces in the lot owned by Capitol Walk Parking, LLC located at 301 West Lenawee, at the corner of Lenawee and Walnut streets in Lansing. The parking spaces at said property are used daily by Ingham County employees who work at the Grady Porter Building and the Veteran's Memorial Courthouse. The current cost at Capitol Walk Parking is \$60.00 per space, per month.

ALTERNATIVES

The alternative to purchasing this lot for our continued use is losing the availability of these parking spaces for our employees and moving all parking back to the South ramp at a cost of about \$101.00 per space, per month.

FINANCIAL IMPACT

Our current annual cost of parking at Capitol Walk Parking is \$79,920.00. This is a \$54,612.00 yearly savings compared to going back to the South ramp which cost \$134,532.00 annually.

OTHER CONSIDERATIONS

There are no other considerations for this project.

RECOMMENDATION

Based on the information presented, the Facilities Department is requesting that the County Controller/Administrator authorize the initiation of a process to negotiate a purchase agreement with Capitol Walk Parking, LLC, for the purchase of their parking lot.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE INITIATION OF A PROCESS TO NEGOTIATE A PURCHASE AGREEMENT

WHEREAS, Ingham County currently occupies all 111 parking spaces in the lot owned by Capitol Walk Parking, LLC located at 301 West Lenawee, at the corner of Lenawee and Walnut streets in Lansing; and

WHEREAS, the parking spaces at said property are used daily by Ingham County employees who work at the Grady Porter Building and the Veteran's Memorial Courthouse; and

WHEREAS, the current cost at Capitol Walk Parking is \$60.00 per space, per month which is equal to \$79,920.00 annually; and

WHEREAS, the cost at the South Ramp is \$101.00 per space, per month which is equal to \$134,532.00 annually; and

WHEREAS, continuing to occupy all 111 spaces at the Capitol Walk Parking lot provides an annual savings of \$54,612.00.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes the County Controller/Administrator to initiate a process to negotiate a purchase agreement with Capitol Walk Parking, LLC, 2152 Commons Parkway, Okemos, Michigan 48864, for the purchase of their parking lot located at 301 West Lenawee, Lansing, for a cost most advantageous to the County.

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.

MEMORANDUM

To: County Services & Finance Committees

From: William Conklin, Managing Director
Road Department

Date: September 12, 2017

RE: Resolution for Agreement with Meridian Township for Cost-sharing
Township requested Pedestrian Signal Enhancements
Jolly-Okemos Intersection Improvement Project

The Road Department has a federal and state funded project planned to improve the Jolly Road-Okemos Road intersection on the Township border line of Meridian and Alaiedon Townships (“the Project”) with preliminary utility and signal work to be done in late 2017 and the main road work to be done in early 2018 for which funding agreements were approved per Resolution 17-237 adopted by the Ingham County Board of Commissioners on June 13, 2017.

In response to various requests from vision impaired citizens who indicate a need to cross the Jolly-Okemos intersection, Meridian Township desires that the Project include audible pedestrian signal enhancements to provide more improved service to vision impaired pedestrians than is minimally required by federal and state requirements.

The Road Department has determined the requested audible pedestrian signal enhancements are feasible to be included in the Project. However, the above mentioned federal and state funding for the Project is not expected to be sufficient to fund the requested audible pedestrian signal enhancements. The Road department is however willing to pay for half of the additional actual cost of said improvements from the County Road Fund over and above any available federal and state funding.

The estimated additional cost of the requested audible pedestrian signal enhancements is \$14,000 based on the construction contract bid unit prices and Meridian Township wishes to split the actual additional cost with the Road Department, estimated at \$7,000 apiece.

Alaiedon Township was requested to also share in the additional cost, but declined indicating they do see many if any of their citizens using the Jolly-Okemos intersection cross-walks.

Per Resolution 17-273 adopted by the Ingham County Board of Commissioners on July 25, 2017, Ingham County has adopted a Complete Streets Policy intended among other goals to have the Road Department include community requested road project enhancements to encourage non-motorized modes of travel in and across the county road rights of way as feasible per recognized safety guidelines, approved project budgets, and other factors given in said policy. The Ingham County Complete Streets Policy also provides that the Road Department may need to request Township cost sharing on Township requested complete streets enhancements over and above available budgets.

Therefore approval of the attached resolution is recommended.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO
APPROVE A COST SHARING AGREEMENT WITH MERIDIAN TOWNSHIP**

WHEREAS, The Ingham County Road Department has a federal and state funded project planned to improve the Jolly Road-Okemos Road intersection on the Township border line of Meridian and Alaiedon Townships (“the Project”) with preliminary utility and signal work to be done in late 2017 and the main road work to be done in early 2018 for which funding agreements were approved per Resolution 17-237 adopted by the Ingham County Board of Commissioners on June 13, 2017; and

WHEREAS, Meridian Township desires that the Project include audible pedestrian signal enhancements to provide more improved service to vision impaired pedestrians than is minimally required by federal and state requirements at an estimated additional cost of \$14,000; and

WHEREAS, Meridian Township wishes to split the actual additional cost for the above indicated audible pedestrian signal enhancements with the Road Department, estimated at \$7,000 apiece; and

WHEREAS, Per Resolution 17-273 adopted by the Ingham County Board of Commissioners on July 25, 2017, Ingham County has adopted a Complete Streets Policy intended among other goals to have the Road Department include community requested road project enhancements to encourage non-motorized modes of travel in and across the county road rights of way as feasible per recognized safety guidelines, approved project budgets, and other factors given in said policy; and

WHEREAS, The above-mentioned Ingham County Complete Streets Policy also provides that the Road Department may need to request Township cost sharing on Township requested complete streets enhancements over and above available budgets; and

WHEREAS, the Road Department has determined the requested audible pedestrian signal enhancements are feasible to be included in the Project; and

WHEREAS, the above mentioned federal and state funding for the Project is not expected to be sufficient to fund the requested audible pedestrian signal enhancements; and

WHEREAS, the Road department is willing to pay for half of the additional actual cost of said improvements from the County Road Fund over and above any available federal and state funding.

THEREFORE BE IT RESOLVED, that the Road Department shall cause the improvements identified above and incorporated herein by reference to be included in the Project.

BE IT FURTHER RESOLVED, that the County on behalf of the Road Department agrees to contribute up to half the final actual cost of the requested audible pedestrian signal enhancements estimated at \$7,000 from the County Road Fund toward the cost of said improvement to the extent said costs are not covered by the federal and state funding for the Project.

BE IT FURTHER RESOLVED, that the Road Department shall invoice the Township for its contribution to be half of the final actual cost of the requested audible pedestrian signal enhancements over and above any available state and federal funding.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Meridian Township to effect the above described local road improvements as provided above.

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

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**

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 September 19, 2017 as submitted.

INGHAM COUNTY ROAD DEPARTMENT

DATE: September 19, 2017

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>
2017-560	CONSUMERS ENERGY	GAS	SCHOOL ST & FRANKLIN ST	MERIDIAN	10
2017-565	DELHI TOWNSHIP	SPECIAL EVENT	VARIOUS	DELHI	
2017-566	MERIDIAN TOWNSHIP	SPECIAL EVENT	VARIOUS	MERIDIAN	
2017-567	DELHI TOWNSHIP	SPECIAL EVENT	VARIOUS	DELHI	
2017-570	MANNIK & SMITH GROUP	BORE	VARIOUS	MERIDIAN	
2017-571	COMCAST	CABLE / UG	SOVEREIGN DR & PINE TREE	DELHI	2
2017-572	CONSUMERS ENERGY	GAS	BOYNTON DR & WILLOW ST	LANSING	7
2017-573	CONSUMERS ENERGY	GAS	WILLOUGHBY RD & GUNN RD	DELHI	9
2017-574	CONSUMERS ENERGY	GAS	CATHERINE ST & IONIA ST	LANSING	18
2017-575	CONSUMERS ENERGY	ELECTRIC / OH	HOLT RD & KAHRES RD	DELHI	21
2017-576	TONY SCHRAUBEN	LAND DIVISION	GROVENBURG RD	DELHI	19
2017-577	INGHAM CO PARKS DEPT	MISCELLANEOUS	LAKE DR	MERIDIAN	2,3,10,11
2017-580	WESTSIDE WATER	WATERMAIN	STONER RD & KALAMAZOO ST	LANSING	18
2017-581	LANSING CHARTER TOWNSHIP	WATERMAIN	VARIOUS	LANSING	
2017-582	LBWL	ELECTRIC / UG	BENNETT RD & HAGADORN RD	MERIDIAN	29
2017-583	GEORGE F. EYDE FAMILY	LAND DIVISION	EYDE PARKWAY	MERIDIAN	20
2017-585	WAYNE EVERY	LAND DIVISION	HOWELL RD & MERIDIAN RD	INGHAM	6
2017-588	LBWL	MISCELLANEOUS	VARIOUS	LANSING	
2017-589	INGHAM CONSERVATION DIST	MISCELLANEOUS	VARIOUS	VARIOUS	

MANAGING DIRECTOR: _____

TO: Board of Commissioners County Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: September 26, 2017
SUBJECT: Amendment to City of East Lansing Agreements
 For the meeting agenda of 10/3 County Services and 10/4 Finance

BACKGROUND

Board of Commissioners Resolution 16-257, 16-328, and 17-109 authorized entering into contracts with the City of East Lansing to fund the following projects:

Contract Title	Project #	Begins	Ends	Resolution
EL-Northern Tier Trail Repair and Maintenance Application	TR003	08/25/16	08/25/18	16-257
EL-07-NTT-SWL (South County Line, West of Abbot Road)	TR007	09/20/16	09/20/18	16-328
EL-04-NTT-SWL (Whitehills Park)	TR008	09/20/16	09/20/18	16-328
EL-03-ELT-RC (Hagadorn Road)	TR009	09/20/16	09/20/18	16-328
(EL) CL-22-ELT-RC (Kalamazoo Street)	TR010	09/20/16	09/20/18	16-328
EL-05-NTT-SWL (Harrison Meadows)	TR011	09/20/16	09/20/18	16-328
EL-06-NTT-SWL (East of Abbey Road)	TR012	09/20/16	09/20/18	16-328
EL - Northern Tier Trail Connection through White Park	TR033	Awaiting signatures on contracts		17-109

The City of East Lansing is requesting an amendment to the Agreements because the actual bids for the projects came in higher than the amount originally requested and awarded. Based on actual bids, an additional \$437,589 is needed to complete the work including the already contracted consultant services for engineering and design. A detailed explanation of the amendment request is attached.

ALTERNATIVES

The Park Commission considered various alternatives with dialogue with the City of East Lansing Park Director at their September 18th and September 25th meetings. The Park Commission approved this approach at their September 25th meeting.

FINANCIAL IMPACT

This resolution requests authorizing using \$437,589 (out of the \$469,000) from the awarded funds per Resolution 17-109 for Agreement #TR033 be used instead for Agreement #TR003, TR007, TR008, TR009, TR010, TR011, and TR012, which totaled \$1,088,500 combined.

This resolution is also requesting an additional \$437,589 from 2019 millage funds for Agreement #TR033, utilizing the remaining \$31,411 already approved for Agreement #TR033 for a total project cost of \$469,000. This project from the City of East Lansing provided local match from a trust fund grant from the Michigan Department of Natural Resources for \$300,000.

OTHER CONSIDERATIONS

The Ingham County Park Commission supported that staff bring forward this resolution at their September 25, 2017 meeting.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the resolution authorizing an amendment to the Agreements with the City of East Lansing.



CITY OF EAST LANSING
The Home of Michigan State University

September 20, 2017

Timothy Morgan, Director
Ingham County Parks Department
121 E. Maple St., Suite 102
Mason, Mi. 48854

RE: City of East Lansing Amendment Request

Dear Tim:

The City of East Lansing is requesting additional funds to complete our Trails and Parks Millage Funded Projects. The reason for this request is that actual bids for the projects funded in 2016 (trail improvements and pedestrian bridge replacement and renovations) came in higher than the amount originally requested and awarded in our funding applications. Based on actual bids, an additional \$437,589 is needed to complete the work.

410 Abbot Road
East Lansing, MI 48823
(517) 337-1731
Fax (517) 337-1559
www.cityofeastlansing.com

Per our conversation with the Ingham County Parks Commission on September 18, we are requesting that the additional funds for the aforementioned projects come from the Extension of the Northern Tier Trails through White Park Project, which was awarded in 2017. The already awarded amount of \$469,000 will cover actual bid costs for the 2016 projects.

In addition, we request that the County reconsider awarding funds to the Northern Tier Trail Extension through White Park project from either 2019 or 2020 Trails and Parks Millage dollars.

The City of East Lansing is of course open to which ever method that Ingham County desires for us to follow to accomplish these requests. For example, contract amendments, new contracts, and/or updated funding applications.

Thank you for your consideration.

Sincerely,

Timothy M. McCaffrey
Director of Parks & Recreation

cc: George Lahanas, City Manager
Wendy Longpre, Assistant Director of Parks & Recreation
Jared Cypher, Assistant Controller, Ingham County Government

City of East Lansing 2016 Trails and Parks Projects Background Information for Amendment Request

Ingham County awarded the City of East Lansing \$1,088,500 in 2 separate funding applications, \$198,000 in 2015 and \$890,500 in 2016. The proposed scope of work for these projects and funds includes consultant services for engineering and design, trail improvements (crack sealing, asphalt repair, pathway overlay, etc.), replacement of 2 pedestrian bridges and renovation of 4 pedestrian bridges on the trail. At the County's request, 7 contracts were awarded: 1 for the trail improvements; and 1 each for the 6 pedestrian bridges. For efficiency and cost effectiveness, the City of East Lansing bid all of the projects as 1 bid package.

These projects were initially bid in spring 2017, with a bid opening on May 9, 2017. There were 2 bidders and the low bid was \$1,543,484. This was close to \$600,000 over available funds, not including any contingency funds. A process of value engineering identified several areas of potential scope of work reductions or revisions, including changing steel bridge approach rails to timber approach rails, re-using end-of-trail bollards, and installing a 1" overlay of asphalt along the pathway instead of the micro-surfacing process. Upon adjusting the scope of work, the project was re-bid.

On Tuesday, July 6, 2017 bids were opened for the project with the revised scope of work. There were 2 bidders and the low bid was \$1,300,046. Contracted consultant services for engineering and design at this time are \$126,043. The dollar amount needed to complete the scope of work in the bid package and including existing engineering costs is \$1,426,089. This does not include a construction contingency or any additional engineering costs, including construction inspection and supervision.

The addition of a modest contingency of \$100,000 increases the construction cost to \$1,526,089. City staff anticipate requesting a \$50,000 allocation from East Lansing City Council for the additional engineering costs, however with \$1,088,500 in available funds and \$1,526,089 in costs, we still have a \$437,589 shortfall.

In 2017, Ingham County awarded the City of East Lansing \$469,000 for an extension of the Northern Tier Trail through White Park. If these funds were able to be used on the projects funded in 2016 and 2017 that would address the immediate shortfall. However, the funds would not then be available for the originally intended purpose.

It is important to remember that the City of East Lansing has identified the 2017 Millage funds as matching funds for a 2017 Michigan Natural Resources Trust Fund (MNRTF) Grant for the Northern Tier Trail extension through White Park. Consequently, we request that the County re-allocate \$469,000 for completion of the Northern Tier Trail through White Park. This re-allocation would be required to make the proposed plan work.

Notification of whether or not MNRTF will award these funds is expected in December 2017. In the application to Ingham County, we suggested that this project was subject to the MNRTF grant and that it would not be completed until fall of 2018 or spring/summer 2019.

The project scope has been adjusted and value engineered as much as feasible without compromising the quality and longevity of the proposed improvements. The Mannik & Smith Group, our project consultants along with Wendy Longpre our Assistant Director of Parks & Recreation and Nicole McPherson, our Engineering Administrator in our Public Works Department have worked very hard to propose a quality project while recognizing the importance of considering financial constraints. So that you are aware, we have attributed the increased costs from the original funding request to a number of factors including but not limited too;

- Costs were underestimated for bridge painting and traffic control on the Kalamazoo Street and Hagadorn Bridges;
- The bearings need to be replaced on the Hagadorn Bridge;
- Additional deterioration has taken place along the Northern Tier Trail since the estimate; of probable cost was developed 2 years ago expanding the scope of crack-sealing, asphalt repair and path overlay;
- Multiple damaged culverts along the Northern Tier Trail requiring partial or complete replacement;
- Concrete approach slabs were added to the project scope at each bridge approach which will decrease future maintenance costs and improve the transition between the bridge and the pedestrian pathway; and,
- Fencing along the trail was found to be in poor condition and many of the bridge approach rails do not meet AASHTO requirements, so replacement of these items was included in the projects for safety reasons.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AMENDMENT TO CITY OF EAST LANSING TRAILS AND PARKS MILLAGE AGREEMENTS

WHEREAS, Board of Commissioners Resolution 16-257, 16-328 and 17-109 authorized entering into contracts with the City of East Lansing to fund the below projects; and

Contract Title	Amount	Project #	Begins	Ends	Resolution
EL-Northern Tier Trail Repair and Maintenance Application	\$198,000	TR003	08/25/16	08/25/18	16-257
EL-07-NTT-SWL (South County Line, West of Abbot Road)	\$229,450	TR007	09/20/16	09/20/18	16-328
EL-04-NTT-SWL (Whitehills Park)	\$204,100	TR008	09/20/16	09/20/18	16-328
EL-03-ELT-RC (Hagadorn Road)	\$206,050	TR009	09/20/16	09/20/18	16-328
(EL) CL-22-ELT-RC (Kalamazoo Street)	\$128,700	TR010	09/20/16	09/20/18	16-328
EL-05-NTT-SWL (Harrison Meadows)	\$61,100	TR011	09/20/16	09/20/18	16-328
EL-06-NTT-SWL (East of Abbey Road)	\$61,100	TR012	09/20/16	09/20/18	16-328
EL - Northern Tier Trail Connection through White Park	\$469,000	TR033	Awaiting signatures on contracts		17-109

WHEREAS, the City of East Lansing is requesting an amendment to Agreement #TR003, TR007, TR008, TR009, TR010, TR011, TR012, and TR033 because the actual bids for the projects came in higher than the amount originally requested and awarded; and

WHEREAS, based on actual bids, an additional \$437,589 is needed to complete the work including the already contracted consultant services for engineering and design; and

WHEREAS, the City of East Lansing is requesting the funds awarded per Board of Commissioners Resolution 17-109 in the amount of \$469,000 from Agreement #TR033 be used instead for Agreement #TR003, TR007, TR008, TR009, TR010, TR011, and TR012; and

WHEREAS, the awarded funds per Resolution 17-109 in the amount of \$469,000 will be allocated as follows: \$437,589 for Agreement # TR003, TR007, TR008, TR009, TR010, TR011, and TR012 and the remaining \$31,411 for Agreement #TR033 Northern Tier Trail Connection through White Park; and

WHEREAS, the City of East Lansing is requesting Agreement #TR033 Northern Tier Trail Connection through White Park authorized per Board of Commissioners Resolution 17-109 instead be funded in 2019.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes an Amendment to the Agreements listed below with the City of East Lansing.

Contract Title	Project	Begins	Ends	Resolution
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	#			
EL-Northern Tier Trail Repair and Maintenance Application	TR003	08/25/16	08/25/18	16-257
EL-07-NTT-SWL (South County Line, West of Abbot Road)	TR007	09/20/16	09/20/18	16-328
EL-04-NTT-SWL (Whitehills Park)	TR008	09/20/16	09/20/18	16-328
EL-03-ELT-RC (Hagadorn Road)	TR009	09/20/16	09/20/18	16-328
(EL) CL-22-ELT-RC (Kalamazoo Street)	TR010	09/20/16	09/20/18	16-328
EL-05-NTT-SWL (Harrison Meadows)	TR011	09/20/16	09/20/18	16-328
EL-06-NTT-SWL (East of Abbey Road)	TR012	09/20/16	09/20/18	16-328
EL - Northern Tier Trail Connection through White Park	TR033	Awaiting signatures on contracts		17-109

BE IT FURTHER RESOLVED, the Board of Commissioners authorizes \$437,589 of \$469,000 of the awarded funds per Resolution 17-109 from Agreement #TR033 be used instead for Agreement #TR003, TR007, TR008, TR009, TR010, TR011, and TR012 and the remaining \$31,411 for Agreement #TR033 from 2019 millage funds.

BE IT FURTHER RESOLVED, the Board of Commissioners authorizes an additional \$437,589 for Agreement #TR033 Northern Tier Trail Connection through White Park, and use the remaining \$31,411 authorized from 2017 millage funds per Resolution 17-109, instead now will be from 2019 millage funds as authorized per Board of Commissioners Resolution 17-275 which allows for allocating funding for projects over a multi-year period.

BE IT FURTHER RESOLVED, that all other terms and conditions of the Agreement #TR003, TR007, TR008, TR009, TR010, TR011, TR012, and TR033 shall remain unchanged.

BE IT FURTHER RESOLVED, that funds are available in the Trails and Parks Millage fund.

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

TO: Board of Commissioners County Services & Finance Committees
FROM: Tim Morgan, Parks Director
DATE: September 26, 2017
SUBJECT: Termination of City of Mason Agreements #TR019 and TR020
For the meeting agenda of 10/3 County Services and 10/4 Finance

BACKGROUND

Board of Commissioners Resolution 16-328 authorized entering into contracts with the City of Mason to fund the following projects:

Contract Title	Agreement #
CM-01-HAY-SC (Near West South Street)	TR019
CM-02-HAY-SC (North of West Elm Street)	TR020

The City of Mason bid the projects and they came in significantly over budget. The City of Mason Engineer and Mason City Council agree that these are not addressing a health of safety risk and thus are not a priority for increasing funding. The City of Mason is requesting the contracts be terminated per their letter dated September 19, 2017. A detailed explanation of the request is attached.

ALTERNATIVES

This resolution requests the termination of Agreement # TR019 and TR020. The Park Commission considered various alternatives with dialogue with the City of Mason Administrator at their September 18th and September 25th meetings. The Park Commission approved this approach at their September 25th meeting.

FINANCIAL IMPACT

The City of Mason was awarded \$54,381 for Agreement #TR019 and \$54,281 for Agreement #TR020 for a total of \$108,762. A sum of 25% of the project was paid upon execution of each Agreement. In the event the Agreement is terminated, the City shall refund to the County the total sum paid by the County for the Project.

The Park Commission recommended the reallocation in the amount of \$108,762 of the awarded funds from Agreement #TR019 and TR020 be used instead for the City of Mason’s project #TR032 Hayhoe Riverwalk Trail Extension & Trailhead Project along Howe Road, only if the bid comes in over budget.

OTHER CONSIDERATIONS

The Ingham County Park Commission supported this resolution at their September 25, 2017 meeting.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the resolution authorizing the termination of the Agreements with the City of Mason.



September 19, 2017

Mr. Timothy Morgan
Ingham County Trails and Parks
121 East Maple, Ste 121
Mason MI 48854

Dear Tim,

As you know, in 2016, the City of Mason submitted a grant for the rehabilitation of two pedestrian trails on the Hayhoe Riverwalk. The only bridges identified as a priority for the County within Mason that had not been completed were 1) north of West Elm Street, and 2) near West South Street. At the time, Don Heck, City Engineer from Wolverine Engineers and Surveyors, Inc., recommended rehabilitating the bridges with the goal of maintaining the quality infrastructure that is already in place instead of a total replacement as recommended by the County's Bridge Study. He estimated the cost to be approximately \$100,000 with no match requirement for the local jurisdiction. When the bids came in, however, they were significantly over budget. The additional funds needed to repair the bridges that were not a health and safety risk (letter attached from City Engineer) do not seem like the best use of these limited funds.

At the September 5, 2017 City Council meeting, Council Members approved the attached resolution to terminate the existing grant agreements and respectfully request that this returned allocation be utilized:

1. To cover any overages on our trail extension that has been approved, or
2. To cover the pedestrian walkway on Kerns road that is being submitted.

This letter formally requests termination of the existing Grant Agreements CM-01-HAY-SC and CM-02-HAY-SC and requests the funds be reallocated to any increase in costs related to the Howell Road extension due to bids coming in high and/or the proposed Kerns Road extension. However, if the City had to prioritize the re-allocation we would select the Howell Road Extension.

Sincerely,

Deborah S. Stuart
City Administrator

Cc: Don Heck, City Engineer
Michelle Pietsch, Interim Finance Director/Treasurer

Introduced: Droscha
Second: Ferris

**CITY OF MASON
CITY COUNCIL RESOLUTION 2017-31**

TERMINATION OF HAYHOE RIVERWALK BRIDGE GRANT AGREEMENTS (CM-01-HAY-SC AND CM-02-HAY-SC) AND REQUEST FOR REALLOCATION OF FUNDS

September 5, 2017

WHEREAS, the City of Mason received funding in the amount of \$108,762 from Ingham County Trails and Parks Millage funds for the purpose of rehabilitating two existing pedestrian bridges on the Hayhoe Riverwalk Trail as eligible for funding, those being: 1) north of West Elm Street and 2) near West South Street; and

WHEREAS, the City of Mason and Ingham County Trails executed two grant agreements (the "Agreements") outlining the terms of the funding in August 2016; and

WHEREAS, the City of Mason bid the projects and they came in significantly over budget; and

WHEREAS, the City Engineer and the City Council agree that these are not addressing a health or safety risk and thus are not a priority for increased funding; and

WHEREAS, Section 3 of the Agreements allows for termination of the Agreement if one of the parties notifies the other party and returns any allocated funding; and

WHEREAS, the City of Mason has submitted and will be submitting projects for future funding that has not been bid yet and may come in over budget; and

WHEREAS, the City Council believes it would be critical to reallocate the funding for higher priority projects within the existing trail system in Mason.

NOW THEREFORE BE IT RESOLVED, that the City Council hereby authorizes the City Administrator to submit a notice of Termination to Ingham County related to the Agreements CM-01-HAY-SC AND CM-02-HAY-SC.

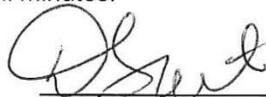
BE IT FURTHER RESOLVED, that the City Council hereby authorizes the City Administrator to request the funds be reallocated to any increases in costs related to the Howell Road extension due to bids coming in high and/or the proposed Kerns Road extension.

Yes (6)

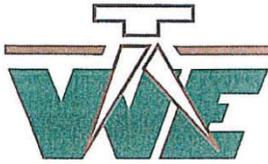
No (0)

Absent (1)

CLERK'S CERTIFICATION: I hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the City Council at its regular meeting held Tuesday, September 5, 2017, the original of which is part of the City Council minutes.



Deborah S. Stuart, Interim City Clerk
City of Mason
Ingham County, Michigan



Wolverine Engineers & Surveyors, Inc.

312 North Street • Mason, Michigan 48854 • 517.676.9200 • Fax 517.676.9396

August 25, 2017

Ms. Deborah Stuart, Administrator
City of Mason
201 W. Ash Street
Mason, MI 48854

RE: Hayhoe Riverwalk Bridges

Dear Ms. Stuart:

On June 20, 2017, the City of Mason received, publicly opened and read aloud the bids for the proposed repairs to two (2) existing bridges along the Hayhoe Riverwalk. These bridges are located north and south of Elm Street on the Riverwalk. In general, the work proposed consisted of the chipping and patching of the deteriorated concrete. Unfortunately, all the bids as received were significantly higher than the opinion of probable cost and the budget. On August 21, 2017, the bidders were notified that all bids had been rejected.

As indicated, the work proposed for the bridges was superficial in nature and did not include any modifications or reinforcement of the structure. These bridges were originally designed to carry the interurban railroad. Given that the current loading is a multi-use, non-motorized pathway it is our opinion that the structures are adequate in strength and safety for extended use. In fact, it is our opinion under the current conditions, the subject bridges have an estimated remaining useful life of 75 years.

We appreciate the opportunity to present this information to the City of Mason.

As always, if you have any questions or require additional information, please do not hesitate to call.

Sincerely,

WOLVERINE ENGINEERS & SURVEYORS, INC.

Donald B. Heck, P.E.

DBH:ood

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO CITY OF MASON TRAILS AND PARKS
MILLAGE AGREEMENTS**

WHEREAS, Board of Commissioners Resolution 16-328 authorized entering into contracts with the City of Mason to fund the below projects; and

Contract Title	Agreement #
CM-01-HAY-SC (Near West South Street)	TR019
CM-02-HAY-SC (North of West Elm Street)	TR020

WHEREAS, the City of Mason bid the projects and they came in significantly over budget; and

WHEREAS, the City of Mason Engineer and Mason City Council agree that these are not addressing a health of safety risk and thus are not a priority for increasing funding; and

WHEREAS, per the Agreements, the County or City of Mason may terminate the Agreement at any time upon thirty (30) days prior written notice to the other party; and

WHEREAS, the City of Mason is exercising the right to terminate Agreement #TR019 CM-01-HAY-SC (Near West South Street) and Agreement #TR020 CM-02-HAY-SC (North of West Elm Street) per a letter received September 19, 2017 in accordance with the SECOND section of the Agreements; and

WHEREAS, the total sum that the County shall pay the City under the Agreement for the City to apply towards the City's cost for the project was \$54,281 for Agreement #TR019 and \$54,281 for Agreement #TR020 for a total of \$108,762; and

WHEREAS, a sum of 25% of each project was paid upon execution of the Agreements; and

WHEREAS, the City of Mason shall refund to the County the total sum paid by the County for the Project as set forth in section THREE B of the Agreements; and

WHEREAS, the Ingham County Park Commission recommended the previously authorized \$108,762 from Agreement #TR019 and TR020 be used instead for the City of Mason's project #TR032 Hayhoe Riverwalk Trail Extension & Trailhead Project along Howe Road only if the bid comes in over budget; and

WHEREAS, the Ingham County Park Commission supported this recommendation with the passage of a motion at the September 25, 2017 meeting.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby terminates the contract per the request of the City of Mason for Agreement #TR019 CM-01-HAY-SC (Near West South Street) and Agreement #TR020 CM-02-HAY-SC (North of West Elm Street) per the letter received from the City on September 19, 2017, to be effective thirty (30) days from the date of the City notice's delivery.

BE IT FURTHER RESOLVED, the City of Mason shall refund to the County the total sum paid by the County for Agreement #TR019 and Agreement #TR020.

BE IT FURTHER RESOLVED, the Board of Commissioners authorizes the reallocation in the amount of \$108,762 of the awarded funds per Resolution 17-109 from Agreement #TR019 and TR020 be used instead for the City of Mason's project #TR032 Hayhoe Riverwalk Trail Extension & Trailhead Project along Howe Road only if the bid comes in over budget.

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

TO: Board of Commissioners County Services Committee and Finance Committee
FROM: Timothy J. Dolehanty, Controller/Administrator
DATE: September 19, 2017
SUBJECT: Amendments to Suspension of Operations Policy

BACKGROUND

Department Heads possess authority to suspend any or all of department operations under the Suspension of Operations Policy (221.C). A Department Head must notify the Controller of his/her decision to suspend some or all of their department's operations (221.D.1). Employees not working during the period of suspended operations and who are regularly scheduled to work during the period can choose to go unpaid for those hours or receive pay via utilization of compensatory, vacation or sick time (221.D.1.b).

The procedure for Department-specific closure (221.D.a) is unambiguously separate and distinct from situations where the Controller and Board Chair close departments or the entire County (221.D.2). The Controller together with Chairperson of the Board of Commissioners can declare a maximum of 16 hours per calendar year as paid administrative leave (221.D.2.d).

A wind storm on March 8, 2017 resulted in scattered electrical power outages that impacted some County facilities. Several department heads acted to suspend operations when it became clear that power would not be restored in the short term. Application of Policy standards meant employees had to choose to receive pay via utilization of compensatory, vacation or sick time, or simply go unpaid for those hours. Unions representing impacted employees challenged the fairness of this rule, and the County Services Committee agreed to reconsider its application.

If approved, amendments proposed to Section D.1.b of the Policy would result in employees receiving normal compensation for hours missed when a department head suspends department operations. Use of compensatory, vacation or sick time would not be necessary. A new Section D.1.c clarifies that employees not scheduled to work during the period of operational suspension would receive no additional compensation.

ALTERNATIVES

Existing rules could remain in place. Application of current rules requires employees to choose to receive pay via utilization of compensatory, vacation or sick time, or simply go unpaid for those hours of operational suspension.

FINANCIAL IMPACT

County operations are rarely suspended. Annual budgets already include funding for authorized positions, so no additional funds are needed to pay employees during periods of operational suspension.

OTHER CONSIDERATIONS

Offering compensation for hours not worked might result in public criticism.

RECOMMENDATION

Based on previous public discussion at the April 4, 2017 County Services Committee meeting, I recommend approval of a resolution to amend the Suspension of Operations Policy as indicated above.

Suspension of County Operations

Approved: January 26, 2016
Resolution No. 16-010

A. Purpose and Applicability

The purpose of this policy is to provide the framework for action and response when situations arise requiring the suspension of some or all of the County's functions. The policy is applicable to all permanent County employees.

B. Definitions

Chairperson of the Board of Commissioners - the Chairperson of the Board of Commissioners, the Vice-Chairperson of the Board of Commissioners, or personnel designated to fill in for the Chairperson of the Board of Commissioners or the Vice-Chairperson of the Board of Commissioners in their absence.

Controller - the Controller, Interim Controller, or personnel designated by the Controller or Interim Controller to fill in for them during an absence.

Department Head - the Department Head, Interim Department Head, or personnel designated by the Department Head or Interim Department Head to fill in for them during an absence.

Day - the 24 hour period commenced at 00:00 Eastern Time and ended 23:59 Eastern Time of a specified calendar date.

Leave of Absence – time away from work which may be paid or unpaid, e.g. FMLA leave. Vacation time and sick time are not considered leaves of absence.

Period of closure – days of closure.

Period of suspended operations - days of suspended operations.

Regularly Scheduled - the time period and day of the week for which an employee is normally scheduled to work. For employees working rotating schedules, the time period and day of the week for which an employee is scheduled to work when the schedule for the period is finalized. Employees on any type of leave of absence are not considered to be regularly scheduled.

C. Authority and Responsibility

Department Heads have the authority to suspend any or all of their department's operations.

The Controller together with the Chairperson of the Board of Commissioners may officially close departments of the County or the entire County.

The Controller is responsible for periodically reviewing this policy and submitting recommended changes to the County Services Committee for approval.

D. Procedure

1. In a situation where an Department Head suspends some or all of their department's operations, they must notify the Controller as soon as reasonably feasible given the situational circumstances, but no later than one hour after the decision to suspend operations has been made.
 - a. Employees being asked to work during the period of suspended operations shall be compensated at their contractually specified rates for the hours they work.
 - i. An employee who works during a period of suspended operations fewer hours than those for which they are regularly scheduled can choose to go unpaid for those hours or receive pay via the utilization of compensatory, vacation or sick time.
 - b. Employees not working during the period of suspended operations and who are regularly scheduled to work during the period ~~can choose to go unpaid for those hours or receive pay via the utilization of compensatory, vacation or sick time~~ **shall be compensated for hours normally scheduled.**
 - c. ***Employees not working during the period of suspended operations and who are not scheduled to work during the period shall receive no additional compensation.***
2. In a situation where the Controller together with the Chairperson of the Board of Commissioners closes departments of the County or the entire County, and if:
 - a. Notification of the closure has been made to employees via public service announcement at least one hour prior to the commencement of their regularly scheduled shift, then:
 - i. Employees being asked to work during the period of closure shall be compensated at their contractually specified rates for the hours they work and will also accrue one hour of vacation time for each hour worked.

1. Vacation time accrued for working during the period of closure is subject to the contractually specified caps. An employee accruing time over the cap will lose that time and will not be compensated for it.
 - ii. An employee who works during a period of closure fewer hours than those for which they are regularly scheduled will be paid an amount of hours to bring their total hours paid equal to that of their regularly scheduled hours.
 - iii. Employees not working during the period of closure and who are normally, regularly scheduled to work during the period will be paid for their regularly scheduled hours.
 - b. Notification of the closure is not made at least one hour prior to the commencement of the regularly scheduled shift and/or employees are instructed to return home, then:
 - i. Employees being asked to work during the period of closure shall be compensated at their contractually specified rates for the hours they work.
 1. An employee who works during a period of closure fewer hours than those for which they are regularly scheduled will be paid an amount of hours to bring their total hours paid equal to that of their regularly scheduled hours.
 - ii. Employees being instructed to return home, who do not follow the instruction and continue to work, shall be compensated at their contractually specified rates for the hours they work, but will be subject to disciplinary action.
 - iii. Employees not working during the period of closure and who are normally, regularly scheduled to work during the period will be paid for their regularly scheduled hours.
 - c. Should an instance arise that falls outside of these stipulations, the overarching principal to be used to determine remuneration actions to be taken on behalf of employees is, “the actions necessary to make employees whole.” This stipulation is subject to the limitations stated in item d. below.
 - d. The Controller together with the Chairperson of the Board of Commissioners can declare a maximum of sixteen hours per calendar year as paid administrative leave. Any further loss of compensation by employees must be compensated by use of compensatory, vacation or sick time or employees will be uncompensated.

3. Employees who are reasonably prevented from reporting to work at their regularly scheduled time immediately following a period of suspended operations or period of closure under this policy may use compensatory, vacation or sick time to cover their absence.

Introduced by the County Services and Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND SUSPENSION OF OPERATIONS POLICY

WHEREAS, on January 26, 2016 the Ingham County Board of Commissioners approved Resolution 16-010 to adopt a Suspension of Operations Policy; and

WHEREAS, the Policy is intended to provide a framework for action and response when situations arise requiring the suspension of some or all of the County's functions; and

WHEREAS, the Suspension of Operations Policy is applicable to all permanent Ingham County employees; and

WHEREAS, Department Heads possess authority to suspend any or all of department operations under the Suspension of Operations Policy; and

WHEREAS, the current Policy requires that employees not working during a Department Head-ordered period of suspended operations and who are regularly scheduled to work during the period to go unpaid for those hours or receive pay via utilization of compensatory, vacation or sick time; and

WHEREAS, the Board of Commissioners wishes to compensate employees at their normal compensation rates during a Department Head-ordered period of suspended operations; and

WHEREAS, the Board of Commissioners does not wish to provide additional compensation to employees not scheduled to work during a Department Head-ordered period of suspended operations.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioner amends Section D.1.b of the Suspension of Operations Policy to read as follows:

- b. Employees not working during the period of suspended operations and who are regularly scheduled to work during the period shall be compensated for hours normally scheduled.

BE IT FURTHER RESOLVED that a new Section D.1.c is added to the Suspension of Operations Policy to read as follows:

- c. Employees not working during the period of suspended operations and who are not scheduled to work during the period shall receive no additional compensation.

BE IT FURTHER RESOLVED that these policy changes shall have immediate effect upon adoption of this Resolution.

TO: Board of Commissioners, County Services and Finance Committees

FROM: Timothy J. Dolehanty, Controller/Administrator

DATE: September 19, 2017

SUBJECT: Proposed Lansing Economic Area Partnership Agreement

For the meeting agendas of October 3, 2017 and October 4, 2017

BACKGROUND

The pending retirement of the Economic Development Director offers an opportunity to re-evaluate the County's role in local economic development initiatives. Lansing Economic Area Partnership Agreement (LEAP), the regional economic development agency, is able and willing to provide administrative services to the Ingham County Economic Development Corporation and the Brownfield Redevelopment Authority and assume all duties created by the Economic Development Services Agreement between Ingham County and local economic development organizations dated January 31, 1994. The annual cost for these services is \$115,636 and does not supplant the annual LEAP membership fee of \$15,000 to support regional activities (for comparison, the approved 2017 budget includes \$137,519 for the economic development department).

An economic development services agreement with LEAP brings an added advantage of full access to LEAP staff specialties. The supplementary skill set will benefit economic development projects and activities including applications for state and local economic development incentives, redeveloping brownfield sites, assisting with grant applications, and helping with other development initiatives as needed. Coordination with regional economic development initiatives would be automatic, thereby promoting the most efficient use of economic development resources.

ALTERNATIVES

Alternatives to this proposal include status quo funding of a single-person economic development department. This model has worked in the past to the satisfaction of Commissioners and several local municipalities with economic development functions. This is not a mandated County function, to the County could simply choose to eliminate the program outright.

FINANCIAL IMPACT

There is roughly a difference of \$22,000 between staffing a department and the cost of a contract for services with LEAP.

OTHER CONSIDERATIONS

A decision to eliminate the economic development program would result in loss of six Economic Development Services Agreements with Ingham County municipalities. Funding for these programs come directly from the State through tax increment finance (TIF) captures.

RECOMMENDATION

The Controller/Administrator and Economic Development Direct recommend approval of a resolution to approve an Economic Development Contract with LEAP.

**CONTRACT BETWEEN
THE LANSING ECONOMIC AREA PARTNERSHIP, INC.
AND
THE COUNTY OF INGHAM
(2018)**

THIS CONTRACT (the "Contract"), entered into this ___ day of **December** _____ **2017**, is effective from January 1, 2018 ("Effective Date") for a period of time as defined in this Contract, by and between the Lansing Economic Area Partnership, Inc. (LEAP), a Michigan non-profit corporation (the "Contractor") and the County of Ingham, a municipal body corporate of the State of Michigan (the "County") collectively referred to in this Contract as the "Parties". The Contractor is the exclusive and independent employer of its employees.

WITNESSETH THAT:

WHEREAS, the duties and obligations of the Ingham County Department of Economic Development are the sole responsibility of the County, and

WHEREAS, the County desires to engage the Contractor as an agent of the County to provide staff and perform certain services and activities previously conducted by staff; and

WHEREAS, the County acknowledges that these services and activities do not include the management, oversight or administration of the Ingham County Land Bank (ICLB) or ICLB Brownfield Plans; and

WHEREAS, the Contractor represents that it will perform such services and activities in a lawful, satisfactory and proper manner, all in accordance with the policies, procedures and requirements which have been or, from time to time, may be prescribed by the County; and

WHEREAS, the Contractor and the County wish to memorialize in writing the terms under which the Contractor will perform those certain services; and

WHEREAS, the County acknowledges that LEAP serves the entire Tri-County region, including other governmental and/or quasi-governmental entities, and pursues the needs and wishes of businesses and prospects on behalf of the region.

NOW, THEREFORE, the County and the Contractor do mutually agree as follows:

1. Scope of Services

In order to accomplish the services and activities specified within this Contract, the Contractor shall perform in a lawful, satisfactory and proper manner, all in accordance with the policies, procedures and requirements which have been or, from time to time, may be prescribed by county, local and state statutes, the following services and activities:

A. Service the Ingham County/Local EDO Contract

The Contractor will perform the duties described below, which are duties created by the Economic Development Services Agreement between Ingham County Department of Development and local Economic Development Organizations (EDOs) dated January 31, 1994 (see Attachment A). The Contractor will not perform any other duties described in the Economic Development Services Agreement unless same are described in a separate writing signed by the County and the Contractor.

The current Ingham County/Local EDO Contract is with the following six EDOs:

Village of Webberville Downtown Development Authority
Village of Dansville Downtown Development Authority
City of Leslie Local Development Financing Authority
City of Williamston Economic Development Corporation
City of Mason Local Development Financing Authority
Township of Vevay Downtown Development Authority

The Contractor will perform the following per the Ingham County/EDO Agreement:

Attend the board meetings for the contracted EDOs to update members on Federal, State, County and regional issues, policies, programs, legislation and funding opportunities.

Provide the EDOs assistance in economic development projects and activities including: applying for state and local economic development incentives, redeveloping brownfield sites, assisting with grant applications, and helping with other development initiatives as needed.

Perform the billing and collection of funds from the EDO's per the Ingham County/EDO Contract.

B. County Administrative Activities

The Contractor will provide the following administrative services to the County:

Attend Board of Commissioners County Services Committee, Finance Committee and regular County Board meetings as required.

Work on special projects as requested by the Controller.

Produce and provide an annual Development report.

C. Ingham County Brownfield Redevelopment Authority (ICBRA)

The Contractor will provide the following services to the ICBRA:

Manage and administer the Authority

Prepare meeting agendas, minutes, meeting notices and other materials.

Schedule and arrange for brownfield plan approval process.

Manage, administer, track, monitor and audit approved ICBRA brownfield plans and projects, except for those brownfield plans managed by the Ingham County Land Bank.

Review and approve invoices and payments per developer reimbursement agreements.

Apply for EPA or MDEQ grants as necessary.

Produce and provide annual BRA report to the State of Michigan.

Provide grant application and administration services as required.

Manage the BRA's revolving fund.

D. Ingham County Economic Development Corporation (ICEDC)

The Contractor will provide the following services to the Ingham County Economic Development Corporation:

Manage and administer the ICEDC.

Prepare meeting agendas, minutes, meeting notices and other materials.

Manage and administer ICEDC Tax Increment Finance "(TIF)" Development Plan.

Assist with Community Development Block Grant "(CDBG)" grant applications and grant administration as necessary.

E. Other Services

The Contractor will also provide the following services:

Provide an ombudsman and single point of contact for all County Economic Development inquiries.

Provide Economic Development Ombudsman services to County Businesses.

Work closely with the Ingham County Land Bank as directed by the County Controller.

Participate in Regional Economic Development efforts and initiatives.

Other services reasonably related to this Contract's scope that are not mentioned above and are described in a separate writing signed by the County and the Contractor.

2. Time of Performance

The time of the performance under this Contract shall be from January 1, 2018 to December 31, 2018. This Contract will automatically be renewed on January 1, 2019, and again on January 1, 2020 unless one of the Parties notifies the other in writing of their intent to either not renew, or renew with changes, no less than sixty (60) days prior to the next automatic renewal date. If one of the Parties notifies the other of their intent to renew with changes, the other party may accept such changes, the Parties may negotiate other changes, or the other party may reject the proposed changes and this Contract shall terminate. Unless otherwise terminated pursuant to the terms of this Contract, the Contractor shall continue to perform services and activities until the Contract expires.

3. Compensation and Method of Payment for Contract Services

- A. As compensation for the Contractor's satisfactory performance under and completion of this Contract, the County shall pay the Contractor the amount of \$115,636 each calendar year of the Contract term and renewal thereof. Additionally, the county pledges in its annual GF budget an annual LEAP investment of \$15,000 to support LEAP regional activities.

To be paid:

1. \$57, 818 on January 1 of each year;
2. \$57, 818 on July 1 of each year.

- B. It is expressly understood by and between the County and Contractor that except as provided in subparagraphs (C and G) below, the total annual compensation and reimbursement, if any, to be paid to the Contractor by the County pursuant to this Contract shall be \$115,636; notwithstanding the prior sentence, County retains all rights to limit payments to Contractor as this Contract permits.

- C. County agrees that all application and processing fees normally charged by the Department, ICEDC or ICBRA shall be invoiced, collected and received by the Contractor as payment for services rendered, in addition to the compensation described in subparagraph A above.
- D. The Contractor agrees to provide all physical resources (e.g., office furniture) and employees that may be required to perform under this Contract.
- E. The Contractor agrees to request payment on an invoice or as otherwise mutually agreeable between the County and the Contractor.
- F. The Contractor (or individuals it designates) will have access to all County economic development files, documents, and accounts, to carry out any tasks this Contract requires or applicable law requires; and the County will cooperate with Contractor in all commercially reasonable respects to assist Contractor to carry out all tasks this Contract or applicable law requires.
- G. If the County desires additional services on any specific project or issue that is outside the scope of this Contract, the County may hire Contractor for such services which will be described in a separate writing signed by the County and the Contractor. Such additional services will be provided for an additional agreed upon rate.

4. Continued Funding

The County makes no implied or explicit guarantee, offer or representation of future funding from the County beyond the termination of this Contract. The County further makes no implied or expressed guarantee that it will not terminate this Contract pursuant to the terms and conditions of Paragraph 7.

5. Finance Procedures

The County will continue to perform all financing procedures for the operation of the Department.

6. Contract Modifications

The County, from time to time, may expand, diminish or otherwise modify the project objectives, scope of services, or any other Contract provision related thereto, which the Contractor is required to perform. However, those modifications are only binding if they are mutually agreed upon by the County and the Contractor and incorporated into a written amendment to this Contract after approval by the County and Contractor.

7. Failure of Performance, Notice, Cure Period, Termination of Contract
Additional Remedies

A. The failure of the Contractor to provide any work, services, or other obligations of Contractor required by this Contract in a satisfactory and timely manner shall be a material breach of the Contract. The failure of County to provide payment or any other obligations of County required by this Contract in a timely manner shall be a material breach of this Contract.

1. In the event the County determines the work, services, or other obligations of Contractor provided pursuant to this Contract have not been performed in a timely or commercially satisfactory manner, the County Controller (or his or her designee) shall notify the Contractor and allow Contractor thirty (30) days to cure or provide a corrective action plan for any such failure to perform work or services in a commercially timely and satisfactory manner. In the event County does not make timely payment or meet its other obligations under this Contract, Contractor shall notify County Controller and allow the County thirty (30) days to cure or provide a corrective action plan for any such failure.

2. In the event that Contractor fails to provide a corrective action plan or cure the commercially unsatisfactory or untimely work or performance after receiving notice under subparagraph (1) above, the County may take any other action permitted by law or this Contract, including but not limited to, termination of this Contract. In the event the County does not provide timely payment or provide a corrective action plan after receiving notice under subparagraph (1) above, the Contractor may take any other action permitted by law or this Contract, including but not limited to, termination of this Contract.

B. In the event this Contract is terminated:

1. All data, documents, drawings, maps, models, photographs, reports, studies and surveys which have been or were prepared by the Contractor with County funds pursuant to the Contract, become the property of the County; and

2. The Contractor shall receive just and equitable compensation for any work which the Contractor satisfactorily completed pursuant to this Contract before termination for which Contractor has not been paid.

- C. The County and the Contractor shall each have all other rights or remedies, either at law or equity, or under the terms, conditions, obligations, covenants, agreements, and stipulations of this Contract, which may be asserted against the other party upon failure to fulfill any of the terms, conditions, obligations, covenants, agreements or stipulations of this Contract, including the right to the non-breaching party for any recovered damages sustained by the non-breaching party as a result of any breach of this Contract by the breaching party.

8. Reports and Information

A. Financial Records and Reports:

The Contractor agrees to make and maintain all necessary records concerning any matter covered by this Contract which from time to time may be requested by the County, including adequate financial records in a form satisfactory to the County Controller. Such financial records and reports shall reflect all costs and expenses incurred in performing this agreement and records of the use of all consideration received pursuant to this agreement.

B. Equal Employment Opportunity Provisions:

The Contractor agrees that it will ensure that no person or group engaged in the conduct of official business or seeking to do business arising from this Contract is discriminated against because of race, creed, political orientation, color, national origin, marital status, sex, age, handicap, or for any cause not reasonably related to the accomplishment of a legitimate governmental purpose.

The Contractor further agrees that all subcontracts or other agreements entered into pursuant to this Contract shall obligate all subcontractors and other contracting parties to adhere to the same equal opportunity provisions noted above.

The Contractor, any subcontractors agree to provide equal employment opportunity pursuant to all state and federal laws including the Americans with Disability Act and to provide proof to the County as requested.

9. Eligible Costs of the Contractor

Under this Contract, all costs incurred and expenditures made pursuant to this Contract shall be fully documented and shall be in conformance with any limitations or exclusions of applicable Federal, State and local laws, rules, regulations and conditions as mandated by the County.

10. Records

- A. Unless otherwise expressly authorized by the County, the Contractor shall maintain all records related to this Contract, including financial records and accounts for a period of three (3) years after receipt of final payment under this Contract.
- B. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained by the Contractor until all litigation, claims, or audit findings involving the records have been resolved.

11. Audits and Inspections

- A. Upon five (5) business days' written notice, and at any time during normal business hours and as often as the County may deem necessary to ensure property accountability for all project funds, the Contractor shall:
 - 1. Make available to the County (or its designee) all checks, payrolls, time records, invoices, Contract vouchers, orders and other data, information and material concerning any matter covered by this Contract; and
 - 2. Permit the County (or its designee) to audit, examine, excerpt, or transcribe all checks, vouchers, orders or other data, information and material concerning any matter covered by this Contract; and
 - 3. Allow the County (or its designee) to review such documents that are considered as backup to the operation of the Contractor, other than confidential project information or operations not related to this Contract, regardless of funding source; and
 - 4. Make available to the County documentation supporting service reports.
- B. The County is solely responsible for payment of the cost of any audit required by the County.

12. Conflict of Interest

- A. Conflict of interest is defined as: employees using position for a purpose that is or gives the appearance of being motivated by a desire for private financial gain for themselves or those with whom they have family, business, or other close personal ties. The County hereby waives any conflict of interest of Contractor and/or its employees arising from Contractor's service to the entire Tri-County region, including other

governmental and/or quasi-governmental entities, and Contractor's objective to meet the needs and wishes of businesses and prospects on behalf of the region.

- B. Contractor covenants, to the best of Contractor's knowledge, that no conflict of interest described in the first sentence of A. exists and no person having any such conflict of interest shall be employed for the purpose of performing the services and activities set forth in the Scope of Services section of the Contract or fulfilling the terms, conditions, obligations, covenants, agreements or stipulations of this Contract.
- C. The Contractor has established safeguards to prohibit conflicts of interest as defined in the first sentence of 12.A. above.

13. Assignment and Transfer of Interest: Subcontracting

The Contractor shall not assign or transfer, whether by assignment or novation, any interest in this Contract or subcontract any performance or portion thereof without written consent of the County, provided however, that claims for money due or to come due the Contractor from the County pursuant to this Contract may be assigned or transferred to a bank, trust company, or other financial institution without such consent, and the Contractor shall promptly notify the County of any such assignment or transfer.

To the extent the County has service contracts which will be in effect on January 1, 2018. The County hereby assigns its interest in those contracts to Contractor. Contractor shall administer the contracts, but County shall be responsible for payment on the contracts for the duration of this Contract.

14. Lobbying and Political Activities

None of the money, compensation, reimbursement, funds, property or services provided, directly or indirectly, under, by or pursuant to this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for any public office, or propaganda designed to support or defeat any legislation pending before the Congress of the United States, the Michigan State Legislature, or the County Board of Commissioners.

15. Insurance of County

County Department, ICEDC and ICBRA shall be fully responsible for all of its insurance coverage, including but not limited to Directors' and Officers' Insurance. Contractor is responsible for all insurance coverage applicable to it, including Directors' and Officers' Insurance.

16. “Save Harmless” Clause

Contractor must indemnify and hold the County (and Department, ICBRA and ICEDC) harmless for all damages and legal fees arising out of a claim a third party brings against the County that arises solely out of Contractor’s negligent or intentional misconduct.

The County (Department, ICBRA and ICEDC) must indemnify and hold Contractor harmless for all damages and legal fees arising out of a claim a third party brings against the Contractor that arises solely out of the County’s negligent or intentional misconduct. Additionally, the County (Department, ICBRA and ICEDC) shall be solely liable for any damages and legal fees relating to or arising from decisions made by those entities.

17. Civil Rights

A. Contractor agrees that it will not discriminate as to provision of services pursuant to this agreement or as to hiring or terms or conditions of employment based on race, creed, color, religion, national origin, sex, handicap, marital status, height, weight or age. It will maintain written personnel rules, guidelines, practices, and terms and conditions of employment. The personnel rules established may be amended from time to time, as necessary. Contractor shall have in place its personnel policies with copies of any amendments made to them. A violation of this provision shall be a material breach of the Contract.

B. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, height, weight, marital status, sex, age, handicap, national origin, sexual orientation or gender preference.

C. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part.

19. Severability of Provisions

If any clauses, sections, provisions or parts of this Contract are held invalid or if any portion of any clause, section, provision or part of the Contract is held invalid, the remainder of this Contract shall continue to be enforceable as written. Unless otherwise specified in the Contract, all notices, duties or rights of the County shall be exercised by and through this Contract as specified herein.

20. Waiver

The failure of the County to demand compliance with any term of this Contract or to take action when this Contract is breached in any way shall not be considered a waiver of that contractual requirement thereafter nor the County's right of action for the breach of that term.

21. Insurance and Bonds

In addition to any other insurance and bonding requirements of this Contract, the Contractor shall maintain at least the following insurance coverage: worker's compensation and unemployment compensation that meet minimal State of Michigan statutory requirements, if required by law.

22. Disclosure of Confidential Material

All reports, data, information, statements, forecasts, records, and so forth, assembled, constructed or prepared pursuant to or as a consequence of this Contract are subject to all Federal and Michigan laws and regulations governing the disclosure of "public, client and medical, or other records" subject to certain exemptions from disclosure under the circumstances expressly authorized by the above laws and regulations.

“Contractor”

Lansing Economic Area Partnership, Inc.

Witness:

BY: _____
Robert L. Trezise, Jr. President & CEO

Date: _____

**“County”
(including ICDOD, ICBRA, and ICEDC)**

County of Ingham, State of Michigan

Witness:

BY: _____
Sara Anthony, Board of Commissioners
Chair

Date: _____

Introduced by the County Services and Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE AN ECONOMIC DEVELOPMENT SERVICE CONTRACT

WHEREAS, Ingham County has established an Economic Development Department to promote and administer economic development activities on the County's behalf; and

WHEREAS, the Economic Development Director provides administrative services to the County's Economic Development Corporation and the Brownfield Redevelopment Authority; and

WHEREAS, the Economic Development Director has announced her retirement effective December 31, 2017; and

WHEREAS, Lansing Economic Area Partnership Agreement (LEAP), of which Ingham County is a member, is widely recognized as the capitol region economic development coordinator; and

WHEREAS, LEAP is able and willing to assume responsibility for promotion and administration of economic development activities on behalf of Ingham County; and

WHEREAS, LEAP has ability to provide staff services to the County Economic Development Corporation and Brownfield Redevelopment Authority; and

WHEREAS, working directly with LEAP will assure coordination with regional economic development activities.

THEREFORE BE IT RESOLVED, that the Board of Commissioners does hereby authorize the approval of an economic development service agreement in an amount not to exceed \$115,636 per year for a period of three years, beginning on January 1, 2018.

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.

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION RECOGNIZING OCTOBER AS
“MICHIGAN COLLEGE MONTH” IN INGHAM COUNTY**

WHEREAS, Michigan College Month is a statewide initiative with the goal to provide every graduating high school senior the opportunity to apply to college and complete the FAFSA financial aid process; and

WHEREAS, special focus is placed on assisting the student who would be the first in their families to attend college and the student who may not have otherwise seriously considered applying to college; and

WHEREAS, Michigan College Month can open the door for students by encouraging them to take a significant step toward college in their senior year; and

WHEREAS, hundreds of schools across Michigan participate in this great event including the following Ingham County schools: Great Lakes Cyber Academy, Holt High School, The Early College at Lansing Community College, The Wilson Talent Center, Lansing Eastern High School, Everett High School, J.W. Sexton High School, and Woodcreek Achievement Center, Stockbridge High School and Webberville High School.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby recognize the month of October as “Michigan College Month” and encourage all Ingham County schools to participate in this initiative.

September 18, 2017

TO: County Services Committee

FROM: Becky Bennett, Director
Board of Commissioner's Office

RE: Release of Attorney Client Opinion

On August 7, 2017 County Attorney Peter Cohl prepared an Attorney/Client privileged legal opinion regarding the appointment process for Ingham County representatives on the Capital Area District Library Board. The attached resolution authorizes the release of the opinion so it can be shared with the parties involved.

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING THE RELEASE OF
ATTORNEY/CLIENT PRIVILEGED COMMUNICATION**

WHEREAS, the County Attorney issued an Attorney/Client privileged legal opinion regarding Capital Area District Library Board appointments on August 7, 2017; and

WHEREAS, the County Services Committee is requesting the release of the Attorney/Client privileged communication; and

WHEREAS, the County Attorney believes the release of this opinion would not have a negative effect on pending litigation or other legal matters; and

WHEREAS, the County Services Committee recommends that this opinion be released.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the release of the Attorney/Client privileged legal opinion from Cohl, Stoker & Toskey, P.C., dated August 7, 2017, regarding the Capital Area District Library Board appointments.