

CHAIRPERSON
RYAN SEBOLT

VICE-CHAIRPERSON
CHRIS TRUBAC

VICE-CHAIRPERSON PRO-TEM
RANDY MAIVILLE

COUNTY SERVICES COMMITTEE
VICTOR CELENTINO, CHAIR
ROBERT PEÑA
MARK GREBNER
RYAN SEBOLT
GABRIELLE LAWRENCE
RANDY MAIVILLE
KARLA RUEST

INGHAM COUNTY BOARD OF COMMISSIONERS

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THE COUNTY SERVICES COMMITTEE WILL MEET ON TUESDAY, NOVEMBER 7, 2023 AT 6:00 P.M., IN CONFERENCE ROOM A, HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING AND VIRTUALLY AT <https://ingham.zoom.us/j/87805478336>.

Agenda

Call to Order

Approval of the [October 17, 2023](#) Minutes and Closed Session Minutes

Additions to the Agenda

Limited Public Comment

1. Interviews – Capital Region International Airport Authority
2. Treasurer’s Office
 - a. [Foreclosing Governmental Unit Report](#) of Real Property Foreclosure Sales Report
 - b. Resolution to Authorize a [Position Conversion](#) within the Ingham County Treasurer’s Office
 - c. Resolution to Authorize Submission of Michigan Community Development Block Grant Funding for [Housing Improving Local Livability](#) Program Application
 - d. Resolution to Adopt the Michigan Housing Development Authority Citizen [Participation Plan](#) in Order to Apply for Michigan Community Development Block Grant Funding
 - e. Resolution to Approve the Policies and Procedures for a [Down Payment](#) Assistance Program for Income Qualified Buyers of New Construction and Rehab Homes Developed Utilizing Housing Trust Fund Dollars
3. Drain Commissioner – Resolution Pledging Full Faith and Credit to Additional 2023 [Drainage District Notes](#)
4. Circuit Court – Juvenile Division – Resolution to Authorize a [Staffing Adjustment](#) at the Youth Center
5. 9-1-1 Central Dispatch Center – Authorization to Start an [Employee Above Step 2](#)
6. Parks Department
 - a. Notice of Emergency Purchase for [Tractor Repair](#) – Lake Lansing Parks
 - b. Notice of Emergency Purchase of Hazardous [Tree Removal](#) at Lake Lansing North
7. Health Department – Resolution to [Convert Position #601398](#) from a .5 FTE Disease Control Nurse to a 1.0 FTE Disease Control Lead

8. Innovation & Technology Department – Resolution to Approve the Support Renewal for Hardware from [Cisco Systems](#)
9. Facilities Department
 - a. Notice of Emergency Purchase Order for the Human Services Building [Backflow Preventer](#)
 - b. Resolution to Authorize a Purchase Order to [Lansing Glass Co.](#) to Replace the Doors and Windows at the Public Entrance to Tri-County Office on Aging at the Human Services Building
 - c. Resolution to Authorize an Agreement with [Trane U.S. Inc.](#), for the Split HVAC Unit in the Animal Control Garage
 - d. Resolution to Authorize a Purchase Order to [Trane U.S. Inc.](#), for Repairs to the 155 Ton Chiller at the Human Services Building
10. Road Department
 - a. Resolution to Authorize a Second-Party Agreement with the Michigan Department of Transportation for the [Holt Road Bridge Project](#)
 - b. Resolution to Authorize a Second-Party Agreement with the Michigan Department of Transportation for the [Hagadorn Road and Sandhill Road Project](#)
11. Human Resources Department – Resolution to Approve UAW TOPS and Managerial and ICEA County Professional [Reclassification](#) Requests
12. Controller’s Office
 - a. Resolution to Amend Agreement with [Rehmann](#) for Auditing Services
 - b. Resolution to Approve a Healthy [Vending Policy](#) for County Vending Machines
13. Board of Commissioners Office – Resolution Setting a Public Hearing for the [Webberville Deannexation Proposal](#)
14. Board Referral – Petition from the [Village of Webberville](#) Requesting a Hearing for the Relinquishment of Certain Territory to the Township of Leroy

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
October 17, 2023
Draft Minutes

Members Present: Grebner, Lawrence, Maiville, Peña, Sebolt, and Celentino

Members Absent: Ruest.

Others Present: Desiree Cook, Kaleb Belman, Rob Bateman, Rich Estill, Gordon Love, Kelly Jones, Becky Bennett, Gregg Todd, Sue Graham, Madison Hughes, and others.

The meeting was called to order by Chairperson Celentino at 6:00 p.m. in Conference Room A of the Human Services Building, 5303 S. Cedar Street, Lansing, Michigan. Virtual Public participation was offered via Zoom at <https://ingham.zoom.us/j/87805478336>.

Approval of the October 3, 2023 Minutes

CHAIRPERSON CELENTINO STATED, WITHOUT OBJECTION, THE MINUTES FROM THE OCTOBER 3, 2023 COUNTY SERVICES COMMITTEE MEETING WERE APPROVED.
Absent: Commissioner Ruest.

Commissioner Grebner stated concern arose regarding a comment they had made at the last meeting that they had no idea anybody would notice because they meant something else. Commissioner Grebner further stated they thought it was during the Parks Department discussion and they had used the word “kludge,” which was a part of their normal vocabulary and some people had no idea what it meant because it was a system analysis and engineering term.

Commissioner Grebner stated they spelled out the word so there was not a gap in the minutes where the Recording Secretary could not figure out what was said, and then stated that was the reason they were spelling out the word. Commissioner Grebner stated they understood that was misunderstood as a criticism of the spelling of the minutes, to which Commissioner Grebner stated they did not mean their comments that way and they had never complained or noticed the minutes being misspelled in the last four years.

Commissioner Grebner stated the minutes were often very good and they often used language that some people did not understand and perhaps the problem was that they should try to reign themselves in and use normal vocabulary. Commissioner Grebner further apologized if anyone thought they were turning on the Recording Secretary, as that was not the case.

Commissioner Grebner stated kludge was an obscure word that did not appear in many dictionaries.

Chairperson Celentino stated they did not pay attention to the word that was being used but they believe the idea that they might not be able to spell the word could have been taken offensively.

Chairperson Celentino stated the Commissioners needed to be careful with how they chose their words.

Commissioner Grebner stated, if they had noticed anything with the minutes, it was that sometimes they would say things and the minutes would go blank for a paragraph because the Recording Secretary had no idea what Commissioner Grebner was talking about. Commissioner Grebner stated that was their own communication problems.

Chairperson Celentino stated they were very fortunate to have the Recording Secretary and asked those present to be careful when choosing their words. Chairperson Celentino reminded those present that the staff were County employees who worked during the day and stated appreciation for them attending the meetings after a long day.

Additions to the Agenda

5. Health Department
 - b. Authorization to Start an Employee above Step Two

10. Board of Commissioners Office – Written Client Privileged Legal Opinion from the County’s Corporation Counsel as Permitted by MCL 15.268 (h) (*Closed Session*)

Removed

1. Interviews – Economic Development Corporation Board of Directors

Limited Public Comment

Desiree Cook, Ingham County Employees’ Association (ICEA) President, stated they were present regarding the Job Study in Agenda Item No. 8a and thanked the County Services Committee for placing it back on the agenda. Cook further stated the idea of a holistic look at all of the positions was better than reclassifications.

Cook stated they thought overall, they were hopeful that all of the employees would benefit from the Job Study. Cook further stated they felt the need to mention that the process should be fair to the employees and should be open to everyone because, as they had seen in the past, the employees would rebel against something they thought was not fair.

Cook stated they were present to remind the Commissioners of that and stated there was already a concern for that potentially happening. Cook further respectfully requested to be a part of the advisory committee for the Job Study in the future and they looked forward to working on this with the County Services Committee.

Rich Estill, ICEA member, stated they were a part of the larger group that met last time regarding the Job Study and it was nice that the discussions were collaborative between the different Collective Bargaining Units, management, and Human Resources (HR) and things had gone fairly well. Estill further stated they had noticed a lack of transparency.

Estill stated the vendor that was used at the time had some kind of magical box that they calculated everything in and they were not open and transparent with what and how they were looked at. Estill stated the vendor had stated the information was proprietary to them and there was no ability to check and verify.

Estill stated they did not want to argue or challenge the decision, but they should be allowed to see how it was done and verify that it was done properly. Estill further stated they had faith they would get along again and will do good things, as long as it was transparent.

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

2. Lansing Area Economic Development Partnership – Resolution to Authorize Grant Application for EPA Brownfield Assessment Coalition Grant
4. Parks Department – Notice of Emergency Purchase Order of Rental Equipment for Tree Clean-Up After Storm
5. Health Department
 - a. Resolution to Convert a Temporary Project Specialist to 1.0 FTE Permanent Project Specialist
 - b. Authorization to Start an Employee above Step Two
6. Innovation & Technology Department
 - a. Resolution to Approve Extension of an Agreement with the FD Hayes Electric Company for Data and Voice Wiring Services
 - b. Resolution to Approve Fiber Engineering from Western Tel-Com
 - c. Resolution to Approve Fiber Engineering and Construction from Western Tel-Com
7. Facilities Department – Resolution to Authorize an Agreement with Laux Construction LLC, for the Design Services for the Remodel of Forest Community Health Center
8. Human Resources Department
 - b. Resolution to Approve UAW TOPS, and Managerial and Confidential Reclassification Requests

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Ruest.

THE MOTION TO APPROVE THE ITEMS ON THE CONSENT AGENDA CARRIED UNANIMOUSLY. Absent: Commissioner Ruest.

3. Treasurer's Office – Resolution to Approve an Agreement with BS&A to Upgrade Property Tax Modules from an On-Premise to a Cloud Based Solution

MOVED BY COMM. SEBOLT, SUPPORTED BY COMM. GREBNER, TO APPROVE THE RESOLUTION.

Commissioner Maiville disclosed they had a daughter and a nephew employed by BS&A.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Ruest.

8. Human Resources Department
 - a. Resolution to Authorize a Contract with Mgt Consulting of America, LLC. for the Purpose of Conducting a Comprehensive Countywide Compensation and Classification Study

MOVED BY COMM. MAIVILLE, SUPPORTED BY COMM. GREBNER, TO APPROVE THE RESOLUTION.

Commissioner Maiville stated, living through the last Job Study, which was called the Hay Study, they wished to understand what was being done differently to avoid what happened last time. Commissioner Maiville stated there was mistrust from the employees who thought their wages were going to be cut, which was not the intention behind it.

Commissioner Maiville asked what would be done to improve the communication and transparency to avoid these issues for this Job Study.

Gregg Todd, Controller, stated they had a meeting with the Union leadership to go over the process, and they were more than happy to have Cook on the Job Study advisory committee. Todd further stated they were not the Controller at the time of the Hay Study, but they planned to be more transparent with what the process was.

Todd stated Livingston County had just utilized MGT Consulting of America, LLC and they wanted to utilize someone that was familiar with Michigan governments. Todd further stated they would involve the Unions in every step and keep them involved.

Todd stated the Job Study advisory committee would consist of some of the Union leadership. Todd further stated they were unsure what else could be said at this time, but that was their plan.

Chairperson Celentino asked if there was going to be a diverse advisory committee.

Todd stated confirmation. Todd further provided an overview on the breakdown of the advisory committee.

Chairperson Celentino asked if some form of communication or updates could be built into the advisory committee to keep the people informed.

Todd stated that, once they formed the advisory committee, they would come back to the County Services Committee with the recommendations on how to move forward to keep updating the Commissioners and the employees. Todd further stated this was a Wage Study and it would not be smooth, as there would be difficult decisions to make, but they would be sure to be transparent.

Commissioner Maiville stated Ingham County needed this because they need to pay their employees fairly for retention and recruitment. Commissioner Maiville further stated this was long overdue and wanted to be sure they could do this and do it right.

Commissioner Sebolt stated agreement with Commissioner Maiville and stated the alternative would be to continue with the reclassification requests, which they knew was not a great system for the employees or HR. Commissioner Sebolt stated they had a vested interest in this being a success and suggested that there could be regular updates from the advisory committee to the County Services Committee, at the Chairperson's discretion.

Discussion.

Commissioner Grebner stated reclassifications ended up costing money and a Salary Study would cost money, but if it was not done, it would cost money in other areas. Commissioner Grebner further explained how the job classifications were in the past and stated they would be surprised if there was any employee within Ingham County that was classified below a Step 5 now.

Commissioner Grebner stated there were many sources to receive a raise, such as jobs could have been hired for higher numbers, pay increases, step increases, reclassifications, an individual could change jobs, or a Salary Study could be conducted every 10 to 15 years. Commissioner Grebner further stated those raises would all be quite small.

Commissioner Grebner stated in the end, the Salary Study would be about a mid-seven cost and implemented over several years. Commissioner Grebner stated these were not neutral and it was very rare to find a position that was overrated and they had learned over the years that reclassifications only went in one direction, which was up.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Ruest.

9. County Services Committee – Road Department Subcommittee (*Discussion*)

Commissioner Grebner stated they had this subcommittee years ago and when the Board of Commissioners took on the Road Department, the Road Commission fizzled out. Commissioner Grebner further stated they thought that was a mistake because the Board of Commissioners had a lot of discretion as far as policies over the Road Department.

Commissioner Grebner stated many members of this Board might not have much input, since the funding was not coming from or going into their districts. Commissioner Grebner further stated they could try to make County Services Committee serve over the Road Department Subcommittee, but Commissioner Grebner did not think that would work very well.

Commissioner Grebner stated they should have members with knowledge of the Road Department, the individuals involved, and who would be responsive and cared about Township roads. Commissioner Grebner stated they thought it was good to have this subcommittee back and, instead of abolishing it if they ran out of business, they might leave it on paper so the moment there was the beginning of a dispute, the subcommittee could come back and meet.

Commissioner Grebner stated the County Services Committee could be that committee, but they believe they just saw that the County Services Committee was not up to speed on this. Commissioner Grebner further stated the membership should primarily be Township people or could even include members from the Department of Transportation or someone with knowledge on transportation issues.

Commissioner Grebner expressed their desire to not be on the subcommittee.

Chairperson Celentino stated they were the Chairperson of County Services during that time and Commissioner Sebolt was the Chairperson for the Road Department Subcommittee, which met at 5:30 p.m. before County Services Committee meetings. Chairperson Celentino further stated Commissioner Sebolt would review the County Services agenda for that night and discuss anything pertaining to the Road Department.

Chairperson Celentino stated they were rushed to be done by 6:00 p.m. for County Services to begin and were not able to accomplish much because everything that was on the agenda was mostly on consent. Chairperson Celentino further stated they believed it was abolished because there was nothing controversial at the time and they were looking at permits and other items that they thought did not need much discussion.

Commissioner Sebolt confirmed they were the Chairperson of the Road Department Subcommittee, despite not having Township roads in their district, but they did have prior policy background on roads with their understanding of Public Act 51 and funding mechanisms from their time staffing the Transportation Committee for the House Democrats and Senate Majority. Commissioner Sebolt further stated they were also rushed many times because William Conklin, former Road Department Managing Director, tended to over-explain and would have to be reminded that the Subcommittee had time constraints.

Commissioner Sebolt stated there were some discussions, items, and information discussed during the Subcommittee meetings, which would mostly be done if the overseeing Committee wanted to have more conversations on it. Commissioner Sebolt stated they did not believe it limited much conversation during County Services Committee meetings.

Commissioner Sebolt stated they did not necessarily oppose the idea now, but stated it might make more sense to have it as-needed rather than a standing committee.

Discussion ensued regarding how the Road Department Subcommittee meetings took place.

Commissioner Sebolt stated there were many questions from those Commissioners with Township roads in their districts. Commissioner Sebolt reiterated that they were not sure how much work it saved for the County Services Committee.

Commissioner Peña asked how big the committee was and if it was attended by the public.

Commissioner Sebolt stated it was about four to five people, including themselves, Commissioner Maiville, former Commissioners Naeyaert and Stivers, and maybe one other Commissioner. Commissioner Sebolt further stated it was a quorum of the County Services Committee and was a public meeting.

Commissioner Peña asked if there would be recommended make-up of the subcommittee.

Commissioner Grebner stated they would let it be dictated by how many people wanted to be on it and they would not schedule for them to meet most of the time, but would wait for an issue to be brought to them. Commissioner Grebner stated there was a lot of discretion at the Road Department and, without a Road Commission, someone needed to pay attention to the issues.

Commissioner Grebner stated the Chairperson could call a meeting for an issue that they deemed important and there would not be a need to simply check a box that the committee met. Commissioner Grebner further suggested they needed Commissioners that were interested with expertise and know a lot about roads, Union issues, and any other issues that could come up.

Commissioner Grebner stated they would like it to be more flexible than it was in the past and the advisory committee could come to the County Services Committee and the Board of Commissioners with their recommendations for approval.

Commissioner Maiville stated agreement with Commissioner Sebolt's general comments regarding the past make-up of the subcommittee. Commissioner Maiville further stated they were not claiming to know a lot about roads and Union issues, but they had previously been a Township Supervisor and were familiar with those difficulties.

Commissioner Maiville stated communication ahead of time would be beneficial, as the big things currently were tree cutting and roundabouts that the Commissioners were aware of because of the subtle hints on the agendas. Commissioner Maiville further stated further agreement that this was not something that would need to be done all of the time.

Discussion ensued regarding some controversial road projects and issues.

Chairperson Celentino stated that, if it was the will of the County Services Committee, they would request a resolution defining what a Road Department Subcommittee might look like. Chairperson Celentino stated it could look a little different, since they could meet as needed and they did not think they should meet to look at permits that would be approved on the Consent Agenda.

Commissioner Grebner stated they should have one to two people not on County Services be members on the subcommittee as well, as the rural areas had a lot of interest in this. Commissioner Grebner further stated they would not be a voting member.

Commissioner Grebner stated, in the past, one could ask any of the Road Commissioners where the problem was on a specific road and they could list the issues, but there was not anybody on this panel who knew the details and conditions of each road in the County to that extent. Commissioner Grebner further stated they might not get back to that point but there was a large number of Road Department employees and discretion and the Board of Commissioners were the Road Commission now.

Discussion ensued regarding the timeline for the resolution.

Commissioner Sebolt stated the subcommittee would not meet until 2024 so that could give Becky Bennett, Board of Commissioners Director, more time to finalize the plan.

Chairperson Celentino stated agreement.

Commissioner Maiville stated the leadership meeting would be held ahead of November 21, 2023 so they would have an idea of who would be on County Services in 2024.

Chairperson Celentino stated they should provide Bennett the leeway to turn in the resolution in December if needed. Chairperson Celentino further opened the floor for Kelly Jones, Road Department Managing Director, to tell the County Services Committee what steps and actions had been taken to alleviate some of the concerns that were brought to the Commissioners' attention.

Jones explained that three weeks ago, there were about 35 Road Department employees at the Board of Commissioners meeting and they met with six different groups within the following two days to discuss the concerns and try to understand the rumors. Jones further stated they brought Andrew Dunn, Road Department Director of Operations, to most of those meetings and had discussions with the Union Representatives.

Jones stated they had decided to suspend to the supervisor switching in the garages indefinitely, as they realized it was bad timing with the announcement of the selection of an external candidate for the Director of Operations position that happened around the same time. Jones further stated they had met with those groups and individuals, and worked with HR and Union Representatives to do an investigation on the hiring process.

Jones stated the investigation was completed and HR found that they did follow the correct policy. Jones further stated they set up meetings with the employees every two weeks to meet with the various groups in the garage to have the discussions and provide the opportunity to ask questions in the attempt to be more transparent and available.

Jones stated there had been no concerns brought up during those discussions and there were general questions regarding the reorganization and a few other future projects. Jones further stated the

temperament and anxiety seemed to have decreased over the last few weeks and they were trying to control the rumor mill as much as possible and get the facts out there.

Chairperson Celentino asked who these people were that Jones was meeting with.

Jones explained they would meet with the employees from each garage every two weeks to allow communication.

Chairperson Celentino asked if they were meeting with non-supervisory employees as well.

Jones confirmed and stated they met with all of the employees from each garage every two weeks and would meet with the supervisors every week. Jones further stated the supervisors had been having weekly meetings already, but they have inserted themselves into those meetings now.

Commissioner Lawrence asked if there was one individual that was sparking the most concern from the employees.

Jones stated there were several employees that were a concern.

Commissioner Lawrence asked if those that were present at the September 26, 2023 Board of Commissioners meeting had raised concerns regarding one individual.

Jones confirmed and stated it was the Director of Operations.

Commissioner Lawrence asked if that was the same person Jones had brought to the meetings with the employees.

Jones confirmed.

Commissioner Lawrence asked if Jones thought that might have impacted those meetings with the employees.

Jones stated they brought the Director of Operations to the first round of meetings, but not on the second round.

Commissioner Lawrence asked if the individual was still in the role.

Jones confirmed.

Commissioner Lawrence asked if the concerns had been alleviated.

Jones stated they were addressing the concerns, though some of the concerns seemed to be inflated to a degree due to the rumor mill, but were based on some truth. Jones further stated they did not agree that there was a hostile work environment because an external candidate was hired.

Jones stated they had hired a candidate that was very qualified in various aspects necessary for the Road Department.

Commissioner Lawrence expressed their concern, as they had previously been on a different board where the public never showed up so having a few dozen show up to speak made a big impact on them. Commissioner Lawrence further stated it made a big impact on them that the comments were some variation of the same message.

Commissioner Lawrence expressed their concern with Jones bringing the Director of Operations to the listening sessions with the employees. Commissioner Lawrence stated they understood that rumors swirl in workplaces, and disclosed they knew nothing regarding the Road Department, but they knew workplaces and it was alarming for everyone in the workplace to have the same concern.

Jones stated they understood and explained they had brought the Director of Operations to the listening sessions because the rumors were about them and Jones did not have the facts behind the concerns. Jones further stated they were not present when things were said or done and Jones felt that the Director of Operations should be there to explain and help to clarify what had happened.

Jones stated it was not meant as intimidation, but was for them to hear the employee's concerns, as the rumor mill twisted the facts. Jones further stated there were some employees present to provide information on what had happened.

Commissioner Maiville asked for clarification that Jones had a meeting without the Director of Operations as well to allow the employee's more comfort to talk to Jones, rather than the Director of Operations.

Jones stated confirmation.

Public Comment

Kaleb Belman, Road Department employee and TPOAM President, stated they were not planning on speaking but they would like to make a comment on some of those meetings that were done and bringing the Director of Operations to them. Belman further stated they attended all but one of those meetings and spoke with as many people as they could after each meeting.

Belman stated the people in those meetings felt like they were being scolded for not using the proper chain of command by the Director of Operations. Belman further stated they did not organize to have everyone appear at the Board of Commissioners meeting, but everyone wanted to attend and speak their truth.

Belman stated everyone in the meetings that had happened felt that it was more to say the employees should not have done this, and a lot of that came from the Director of Operations and everyone left those meetings with less trust and more fear. Belman further stated they sat in on the Western District's meeting and, at one point, the Director of Operations brought out a piece of paper, pointed at Belman, and stated that Belman should not have done that.

Belman stated they fielded conversations about what would happen in the future and the message that everyone had received from those meetings. Belman further stated the morale has not been better and they appreciated Jones coming around to have the conversations.

Belman stated many people did not want to say anything in fear of their employment. Belman further stated things needed to be said and that this was the mood of the vast majority of the Road Department.

Rob Bateman, Road Department employee, stated they felt compelled to speak after Jones' comments. Bateman further stated they suspected the defense would be lies and rumors.

Bateman stated appreciation for Jones and stated they did not have a problem with Jones and they were always open to talk, which they had told several Commissioners, but the Director of Operations was the problem, as they were destroying the morale. Bateman further stated, as their counter defense, Bateman promised they could confirm everything to the Commissioners and they knew better than to spread lies and rumors to the Commissioners.

Bateman stated there was a huge problem at the Road Department and they were counting on the Commissioners to help with it.

10. Board of Commissioners Office – Written Client Privileged Legal Opinion from the County's Corporation Counsel as Permitted by MCL 15.268 (h) (Closed Session)

MOVED BY COMM. MAIVILLE, SUPPORTED BY COMM. LAWRENCE, TO ENTER INTO CLOSED SESSION AT 6:55 P.M. PURSUANT TO MCL 15.268(1)(H) TO CONSIDER AND REVIEW AN ATTORNEY CLIENT WRITTEN OPINION FROM COHL, STOKER AND TOSKEY, PC DATED OCTOBER 17, 2023.

THE MOTION CARRIED UNANIMOUSLY VIA ROLL CALL VOTE. Absent: Commissioner Ruest.

CHAIRPERSON CELENTINO DECLARED THE COUNTY SERVICES COMMITTEE BACK IN OPEN SESSION AT 7:36 P.M.

Announcements

None.

Adjournment

The meeting was adjourned at 7:37 p.m.

**NOVEMBER 7, 2023 COUNTY SERVICES AGENDA
STAFF REVIEW SUMMARY**

RESOLUTION ACTION ITEMS:

The Controller recommends approval of the following resolutions:

2b. Treasurer's Office – Resolution to Authorize a Position Conversion within the Ingham County Treasurer's Office

This resolution authorizes the conversion of the Account Clerk II in the Treasurer's Mason office to an Account Clerk III to be in line with the Account Clerk III position in the Lansing office. The salary increase of \$4,267 will be funded through the Treasurer's Operating Budget.

See memo for details.

2c. Treasurer's Office – Resolution to Authorize Submission of Michigan Community Development Block Grant Funding for Housing Improving Local Livability Program Application

This resolution authorizes the Treasurer's Office to submit for a CDBG for the CHILL program grant for project(s) in the Leslie area. Local matching funds will be the Land Bank's \$648,972 Blight Elimination Grant. The grant request will be for \$500,000.

See memo for details.

2d. Treasurer's Office – Resolution to Adopt the Michigan Housing Development Authority Citizen Participation Plan in Order to Apply for Michigan Community Development Block Grant Funding

This resolution adopts the State's Citizen Participation Plan for the CDBG/CHILL program grant. The Treasurer's Office is recommending utilizing the plan to ensure we are in compliance with the grant requirements.

See memo for details.

2e. Treasurer's Office – Resolution to Approve the Policies and Procedures for a Down Payment Assistance Program for Income Qualified Buyers of New Construction and Rehab Homes Developed Utilizing Housing Trust Fund Dollars

This resolution approves the policies and procedures for a new Down Payment Assistance Program, which will be funded with ARPA funds allocated to the Housing Trust Fund. The policy defines the roles and responsibilities of the buyer, County, and lender, as well as eligibility requirements.

See memo for details.

3. Drain Commissioner – Resolution Pledging Full Faith and Credit to Additional 2023 Drainage District Notes

This resolution pledges the full faith and credit of the County for an additional \$1.5mil for drain projects over the \$15 mil pledged by the County via Resolution #23-169. The Drain Commissioner is requesting this in order to refinance existing notes.

See memo for details.

4. Circuit Court – Juvenile Division – Resolution to Authorize a Staffing Adjustment at the Youth Center

This resolution authorizes an additional Shift Supervisor at the Youth Center. Due to the significant increase in older, more dangerous youth charged with more serious offenses, who have more acute mental health concerns and whose stay in detention has become increasingly longer.

The Shift Supervisor position (MCF 10 Step 5) would be an increase of \$170,969 in personnel expenses with a corresponding increase of revenues from the Juvenile Justice Millage in the amount of \$85,484.68 and from the State Child Care Fund in the amount of \$85,484.68 to fund the position.

See memo for details.

5. 9-1-1 Central Dispatch Center – Authorization to Start an Employee Above Step 2

This authorizes the 9-1-1 Center to start a new night shift Staff Services Manager at Grade 11, Step 3. The selected candidate is a previous 9-1-1 Center employee with unique qualifications whose skills would benefit the Center. Human Resources agrees with the request to start at Step 3.

See memo for details.

6a. Parks Department – Notice of Emergency Purchase for Tractor Repair – Lake Lansing Parks

This Emergency PO is for tractor repairs in the amount of \$9,230.64 from Hutson, Inc.

See memo for details.

6b. Parks Department – Notice of Emergency Purchase of Hazardous Tree Removal at Lake Lansing North

This Emergency PO is for emergency tree removal at Lake Lansing North in the amount of \$5,100 from Clark Tree Service.

See memo for details.

7. Health Department – Resolution to Convert Position #601398 from a .5 FTE Disease Control Nurse to a 1.0 FTE Disease Control Lead

This resolution authorizes converting position #601398 from a .5 FTE Disease Control Nurse (MNA 3) to a permanent 1.0 FTE Disease Control Lead (MNA 4), effective upon approval. This conversion will enable the Disease Control Lead to provide direct supervision and enhanced support to 4.0 FTE Disease Control nurses. The total cost is \$63,860.

See memo for details.

8. Innovation and Technology Department – Resolution to Approve the Support Renewal for Hardware from Cisco Systems

This resolution approves the renewal for hardware support from Cisco Systems for network switches that are key to our IT infrastructure. The \$43,264 for the one year renewal is available through the IT Network Hardware Fund.

See memo for details.

9a. Facilities Department – Notice of Emergency Purchase Order for the Human Services Building Backflow Preventer

This approves an Emergency PO for the backflow preventer at HSB for Boynton Fire Safety Services for \$16,500.

See memo for details.

9b. Facilities Department – Resolution to Authorize a Purchase Order to Lansing Glass Co. to Replace the Doors and Windows at the Public Entrance to Tri-County Office on Aging at the Human Services Building

This resolution approves a PO to Lansing Glass Co to replace the doors and windows at the Tri-County Office on Aging public entrance (HSB). Lansing Glass was the lowest responsive bidder at \$19,929.

Facilities is also requesting a \$1,992 contingency for a total not to exceed cost of \$21,921. Funding is available in the Public Improvement Fund.

See memo for details.

9c. Facilities Department – Resolution to Authorize an Agreement with Trane U.S. Inc., for the Split HVAC Unit in the Animal Control Garage

This resolution authorizes an agreement with Trane U.S. Inc., for a split HVAC unit to be installed at the Animal Control Garage. MDARD regulations state that the ambient temperature shall not be below 50 degrees and a maximum temperature should not be above 80 degrees.

Trane U.S. submitted a proposal for \$14,935 and Facilities is requesting a contingency of \$2,500 for a not to exceed prices of \$17,435. Funding is available in the Facilities Public Improvement Fund.

See memo for details.

9d. Facilities Department – Resolution to Authorize a Purchase Order to Trane U.S. Inc., for Repairs to the 155 Ton Chiller at the Human Services Building

This resolution authorizes a PO with Trane U.S. Inc, for repairs to the 155 ton chiller at HSB. Trane who is on the Omnia Co-Operative Agreement, submitted a proposal of \$18,750. Facilities is requesting a contingency of \$1,800 for any unforeseen circumstances for a not to exceed price of \$20,550. Funding is available in the Building Maintenance fund.

See memo for details.

10a. Road Department – Resolution to Authorize a Second-Party Agreement with the Michigan Department of Transportation for the Holt Road Bridge Project

This resolution authorizes a second-party agreement with MDOT for the Holt Road Bridge project. The Road Department received Local Road Program funds for the bridge replacement and is responsible for a 5% match on construction funds. The engineering estimate for the project is \$1,730,000, but the Road Department is also requesting a 20% contingency for a total project cost of \$2,076,000, 5% of which they will be responsible for.

The \$162,510 in local match is available in the 2024 Road Fund budget.

See memo for details.

10b. Road Department – Resolution to Authorize a Second-Party Agreement with the Michigan Department of Transportation for the Hagadorn Road and Sandhill Road Project

This resolution authorizes a second-party agreement with MDOT for the Hagadorn Road and Sandhill Road roundabout project. The Road Department received federal Highway Safety Improvement Program (HSIP) funding for the project, which is capped at \$600,000. The estimated cost of the project, with a 20% contingency is \$2,368,000, \$1,768,000 of which will be funded through the Road Department’s 2024 Road Fund budget.

See memo for details.

11. Human Resources – Resolution to Approve UAW TOPS and Managerial and ICEA County Professional Reclassification Requests

This resolution approves the following reclassifications:

<u>Position Title</u>	<u>2023 Current Grade, Step 5</u>	<u>2023 Proposed Grade, Step 5</u>	<u>Difference</u>
Correctional Admin. Asst.	UAW E: 46,971.90	UAW E: 55,603.90	8,632.00
Collections & Data Coord.	UAW G: 52,531.56	UAW I: 58,836.68	6,305.12
340B Program Coord.	ICEA Pro 7: 71,599.41	ICEA Pro 11: 99,041.26	27,441.85
TOTAL:			42,378.97

See memo for details.

12a. Controller’s Office– Resolution to Amend Agreement with Rehmann for Auditing Services

This resolution amends the agreement with Rehmann for auditing services to reflect adding the City of Lansing and Ingham County Joint Building Authority (JBA) auditing services to their contract. Audit years 2021-2022 will be at a not to exceed price of \$22,500 and future audit years 2023-2025 will be at an annual cost of \$8,000.

See memo for details.

12b. Controller’s Office – Resolution to Approve a Healthy Vending Policy for County Vending Machines

This resolution approves a healthy vending policy for County vending machines to improve the types of foods and beverages served from vending machines and sold in workplaces to positively affect employees’ eating behaviors and, hopefully, result in weight loss and overall improvement in health. Maintaining a healthy workforce can positively impact indirect costs by reducing absenteeism and increasing worker productivity.

See memo for details.

13. Board of Commissioners Office – Resolution Setting a Public Hearing for the Webberville Deannexation Proposal

This resolution sets a public hearing for the Webberville Deannexation proposal for Tuesday, December 12, 2023 at 6:30.

Additional Items:

1. Interviews – *Capital Region International Airport Authority*

2a. Treasurer's Office – *Foreclosing Governmental Unit Report of Real Property Foreclosure Sales Report*

TO: Ingham County Board of Commissioners
FROM: Alan Fox, Treasurer
DATE: October 12, 2023
SUBJECT: Foreclosing Governmental Unit Report of Real Property Foreclosure Sales

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

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

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

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

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

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

Foreclosing Governmental Unit Report of Real Property Foreclosure Sales

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

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

Foreclosure Year	i	ii	iii	iv	v	vi	vii	viii	ix	x	xi	xii
2021												
REPORT DUE SEPT 30 TO BOARD OF COMMISSIONERS AND TREASURY 211.78m(8)(i)	Number of Parcels Ordered Foreclosed and Not Canceled or Redeemed	Sum of Minimum Bids for All Foreclosures Not Canceled or Redeemed	Number of Properties Sold to Govern- mental Agencies Under Right of First Refusal	Sum of Minimum Bids for all Govern- mental Agencies Under Right of First Refusal	Total amount paid for the govern- mental Agencies properties under Right of First Refusal	Total Number of Parcels Sold at Public Foreclosure Auctions	Sum of the Minimum Bids for Properties Sold at Public Foreclosure Auctions	Sum of Amounts Paid for Properties Sold at Public Foreclosure Auctions	Total Amount of All Taxes, Penalties and Interest Fees and Costs on Properties Foreclosed and not Redeemed	Total Amount Paid for All Properties, including Governmental Agencies and Public Foreclosure Auctions	Total Amount of Proceeds Paid to Claimants for All Properties (note 5% of Sale Amount Payable to FGJ is Deducted Before Proceeds are Calculated)	Remaining Net Amount After Subtracting the Paid Claimant Proceeds Total (xi) From the Difference of Amounts Described in (x) and (ix)
County Name Ingham	70	\$ 1,004,217.76	2	\$ 15,512.64	\$ 15,512.64	53	\$ 839,036.23	\$ 1,730,958.48	\$ 922,155.34	\$ 1,746,471.12	\$ 441,619.48	\$ 352,696.30

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

County Treasurer's Name Alan Fox	Telephone Number (517) 676-7233
County Treasurer Signature 	Date 10/12/2023

You may send the Treasury copy to Treas-PTE@michigan.gov

TO: Board of Commissioners County Services and Finance Committees

FROM: Alan Fox, Ingham County Treasurer

DATE: October 23, 2023

SUBJECT: Authorization to convert a position from Account Clerk II to Account Clerk III

BACKGROUND

In 2019, the Ingham County Treasurer’s Office proposed, and the Board of Commissioners approved a reorganization that resulted in one Account Clerk III staffing the Treasurer’s Lansing office and two Account Clerk IIs staffing the main office in Mason. Since the office reopened to public access following the COVID closings, it has been clear that level of staffing has not been necessary most of the year.

One Account Clerk II position has been unfilled since reopening and is eliminated in the 2024 budget. The other Account Clerk II has taken on additional responsibilities, including substituting for the Account Clerk III in Lansing whenever that person is on vacation or unable to work. Converting the Mason Account Clerk II position to Account Clerk III recognizes that the two staff have comparable levels of responsibility and provides greater flexibility scheduling both persons.

The office is able to draw on several different experienced and skilled retirees and former local treasurers as temporary employees to cover unusually busy periods or prolonged absences. These steps have reduced the cost of providing services to residents.

ALTERNATIVES

Continuing to have two employees with comparable responsibilities but different pay levels would perpetuate an inequity.

FINANCIAL IMPACT

The Budget Office has reviewed the proposal and finds the increased cost to be between \$3,291.00 and \$4,267. This does not include the even larger savings already realized by eliminating the second Account Clerk II position.

STRATEGIC PLANNING IMPACT

The Treasurer’s Office has been able to maintain high standards of service through the pandemic and continues to adapt as resources and needs change. This step eliminates an inequity that resulted from these adaptations.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented and the actions already take, I respectfully recommend approval of converting the Account Clerk II position 253006 to Account Clerk III.

Agenda Item 2b

TO: Allen Fox, County Treasurer

FROM: Joan Clous, Human Resources Specialist – Labor & Employee Specialist

DATE: October 12, 2023

RE: Memo of Analysis to change position number 253006 Account Clerk II to an Account Clerk III within the Treasurer’s Office.

In order to better serve the residents of Ingham County the Treasurer’s Office seeks to make the following change:

Position 253006 Account Clerk II (UAW G) (\$44,048.79 to \$52,531.56) will be converted to Account Clerk III (UAW H) (\$46,418.32 to \$55,603.90).

Please use this memo as acknowledgement of Human Resources’ participation and analysis of your position conversation proposal. You are now ready to move forward and contact budget for a budget analysis and preparing a memo for the BOC.

If I can be of further assistance, please email or call me (887-4374).

Rachel Piner

From: Teresa Carter
Sent: Tuesday, October 31, 2023 10:24 AM
To: Rachel Piner
Subject: RE: UAW Position Conversion

Hello Rachel

The UAW supports your request to convert the Account Clerk II (UAW G) position #253006 to Account Clerk III (UAW H).

Thank you

Teresa Carter
Unit Chair
Local 2256

From: Rachel Piner <RPiner@ingham.org>
Sent: Tuesday, October 31, 2023 8:55 AM
To: Teresa Carter <TCarter@ingham.org>
Subject: UAW Position Conversion

Good morning. Please see attached documentation requesting the BOC convert position 253006 Account Clerk II (UAW G) to Account Clerk III (UAW H). Controller Todd has requested that I seek support from the UAW for this position conversion. Can you please review and email me your support by 11:30 today? I apologize for the short notice on this. Please let me know if you have any questions!

Rachel Piner
Ingham County
Chief Deputy Treasurer
517-676-7235

	UAW G LEVEL 5	UAW H LEVEL 5
SALARY	52,532	55,604
UNEMPLOYMENT	263	278
FICA	4,019	4,254
LIABILITY	717	759
HEALTH	19,002	19,002
RETIREE CHARGEBACK	3,586	3,586
RETIREE HEALTH TRUST	2,364	2,502
DENTAL	936	936
VISION	135	135
SEPARTATION	1,051	1,112
LIFE	90	90
DISABILITY	68	72
RETIREMENT	11,410	12,077
RETIREMENT	525	556
TOTAL	96,696	100,963

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A POSITION CONVERSION
WITHIN THE INGHAM COUNTY TREASURER'S OFFICE**

WHEREAS, the Ingham County Treasurer (ICT) desires to convert the position of the Account Clerk II to Account Clerk III within his office due to the increased responsibility and complexity involved with this position and to better serve the citizens of Ingham County; and

WHEREAS, the Human Resources Department has reviewed the proposed position conversion, analyzed the responsibilities of the position, and submitted a Memo of Analysis; and

WHEREAS, the Budget Office has reviewed the proposed position conversion and provided an analysis of budget impact on the conversion; and

WHEREAS, the salary increase of \$4,267 will be funded through ICT's Operating Budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the conversion of position number 253006 Account Clerk II (UAW G) to Account Clerk III (UAW H) within the Ingham County Treasurer's office.

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

TO: County Services and Finance Committees

FROM: Alan Fox, Ingham County Treasurer and Housing Trust Fund Committee Chair

DATE: October 26, 2023

SUBJECT: Board of Commissioners Resolution authorizing Ingham County application for Community Development Block Grant (CDBG) Housing Improving Local Livability Program funds

BACKGROUND

Ingham County has been invited to apply for \$500,000 in CDBG Housing Improving Local Livability (CHILL) Program funds following Michigan State Housing Development Authority (MSHDA) approval of the County's letter of intent, authorized by RESOLUTION #23-391. CHILL Program funds will support housing reconstruction/homeowner improvement activities.

The reconstruction/resale activities to be supported by the CHILL Program include infill housing in the City of Leslie managed by the Ingham County Land Bank (ICLB), leveraged by a \$648,972 Blight Elimination Grant from the Michigan Economic Development Corporation. Homeowner improvement project activities to be supported by CHILL Program funds on properties to be identified in non-entitlement areas of Ingham County and administered by Capital Area Housing Partnership and Capital Area Community Services. This will leverage funds approved by RESOLUTION #23-125, that committed \$1,000,000 in Housing Trust Funds and \$500,000 in Elder Services Millage Funds to eligible homeowner occupied housing repair and rehab expenses. MSHDA requires an Authorizing Resolution to be submitted with the CHILL Program application that at minimum: identifies the individual(s) authorized to sign application attachments, agreements, amendments, and payment requests; identifies proposed projects, the amount of the funding request, and any matching funds provided; and includes statements ensuring that a minimum of 51% of the beneficiaries of the projects will be low-to-moderate income persons, and that no project costs will be incurred prior to a formal grant award, completion of environmental reviews, and formal, written authorization to incur costs from MSHDA.

FINANCIAL IMPACT

None Immediately. If MSHDA awards the full amount requested in CHILL Program funds, the financial impact will be an additional \$500,000 for housing redevelopment and improvement.

RECOMMENDATION

The recommendation is that the Ingham County Board of Commissioners authorize submission of an application requesting \$500,000 in Michigan Community Development Block Grant (CDBG) CHILL Program funding for a combination of housing reconstruction/resale and homeowner improvement project activities.

STATEMENT OF ASSURANCES

Ingham County states that the person identified in the Authorizing Resolution assures the following as applicable:

1. Compliance with financial management and audit requirements in 2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule.
2. Compliance with Civil Rights and Equal Opportunity statutes as set forth in Title I of the Civil Rights Act of 1964 (Public Law 88-352), Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), the Michigan Civil Rights Act 453 of 1976, the Michigan Fair Employment Practices Act (MCL 423, 301-423, 311), related statutes and implementing rules and regulations.
3. Compliance with Labor Standards statutes as set forth in the Davis-Bacon Fair Labor Standards Act (40 U.S.C. 276a-276a-5), related statutes and implementing rules and regulations.
4. Compliance with Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4831).
5. Compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) and implementing regulations.
6. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended, and implementing rules and regulations 24 CFR Part 8.
7. Authorized state officials and representatives will have access to all books, accounts, records, reports, files, and other papers, things, or property pertaining to the project to make audits, examinations, excerpts, and transcripts; each contract or subcontract also shall provide for such success to relevant data and records pertaining to the development and implementation of the project.

The UGLG agrees to assume all the responsibilities for environmental review, decision making, and action as specified and required under the National Environmental Policy Act of 1969 (42 U.S.C. 4321) and Section 104 (f) of Title I of the Housing and Community Development Act and implementing regulations 24 CFR Part 58.

CERTIFICATION BY INGHAM COUNTY

Ingham County states that the person identified in the Authorizing Resolution certifies the following:

1. Possesses legal authority to submit a grant application;
2. Has in a timely manner:
 - a. furnished its citizens information concerning the amount of funds available and being applied for, and the proposed community development and housing activities to be undertaken, including the estimated amount proposed to be used for activities that will benefit persons of low and moderate income and the plans for minimizing displacement of persons due to proposed activities and for assisting persons displaced;
 - b. published a public notice in such manner to afford citizens an opportunity to examine and submit comments on the proposed application and community development and housing activities;
 - c. held one or more public hearings to obtain the views of citizens on the proposed application and community development and housing needs; and
 - d. made the proposed application available to the public.
3. Will conduct and administer the grant in conformity with Public Law 88-352 and Public Law 90-284, and will affirmatively further fair housing;
4. Has developed the proposed application so as to give maximum feasible priority to activities which will benefit low- and moderate-income homebuyers or homeowners;
5. Has developed a community development plan or community development narrative that identifies community development and housing needs and specifies both short- and long-term community development objectives that have been developed in accordance with the primary objective and requirements of the Title I Housing and Community Development Act of 1974, as amended;
6. Will not attempt to recover any capital costs of public improvements assisted in whole or in part with Title I funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (A) Title I funds are used to pay the proportion of such fee or assessment that related to capital costs of such public improvement that are financed from revenue sources other than Title I funds; or (B) for purposes of assessing any amounts against properties owned and occupied by persons of low and moderate income who are not persons of very low income, and (name of local unit) certifies that it lacks sufficient Title I funds to comply with the requirements of clause (A);
7. Will adopt a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdictions;

8. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant or cooperative agreement;
9. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
10. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly;
11. Will comply with other provisions of Title I of the Housing and Community Development Act of 1987, as amended, and with other applicable laws.

CERTIFICATION BY AUTHORIZED SIGNATORY

The person authorized through resolution, or the highest elected official, has signed below verifying (1) the Certifications and Assurances herein have been reviewed and accounted for; (2) this Application has been reviewed and is complete; and (3) the data provided herein is the most accurate available based on current information and knowledge.

SIGN X

NAME	Ryan Sebolt
TITLE	Chairperson of the Ingham County Board of Commissioners
PHONE	
DATE	

Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE SUBMISSION OF MICHIGAN COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDING FOR HOUSING IMPROVING LOCAL LIVABILITY PROGRAM
APPLICATION**

WHEREAS, Michigan State Housing Development Authority (MSHDA) has invited Ingham County to apply for the Community Development Block Grant (CDBG) Housing Improving Local Livability (CHILL) Program; and

WHEREAS, the Ingham County Board of Commissioners (the Board) authorized a letter of intent to apply for CDBG/CHILL Program funds through Resolution 23-391, detailing that proposed projects would support and complement efforts to make physical improvements to out-county and rural residential neighborhoods through single family housing redevelopment and homeowner occupied improvement projects for low-to-moderate income homeowners; and

WHEREAS, the application is to request a total of \$500,000 in CDBG/CHILL Program funds to support a combination of reconstruction/resale activities on a recent demolition site in the City of Leslie managed by the Ingham County Land Bank, and homeowner improvement projects with the exact location of properties to be determined through programming administered by Capital Area Housing Partnership (CAHP) and Capital Area Community Services (CACS); and

WHEREAS, Ingham County Land Bank received a \$648,972 Blight Elimination Grant from the Michigan Economic Development Corporation which will provide local match for the reconstruction /resale activities included in this application; and

WHEREAS, through Resolution 23-125, the Board approved an allocation of \$1.5 million for homeowner occupied housing repair and rehab programming administered by CAHP and CACS to provide local match for homeowner improvement project activities;

WHEREAS, beneficiaries of CDBG/CHILL Program activities will be limited to individuals with incomes at or below 80% of the area median income (AMI), thereby meeting the minimum requirement that at least 51% of project beneficiaries will be low-moderate income persons;

WHEREAS, no project costs will be incurred prior to a formal invitation to submit the application, official notice of an award, completion of required environmental review procedures, and formal written authorization to incur costs is received from the MSHDA.

THEREFORE, BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes submission of the CDBG/CHILL Program Application.

BE IT FURTHER RESOLVED, that the County Treasurer is authorized to submit the Application, and sign and submit payment requests.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign the application, attachments, the Grant Agreement, and all amendments, after approval as to form by the County Attorney, if deemed necessary.

Agenda Item 2d

TO: County Services and Finance Committees

FROM: Alan Fox, Ingham County Treasurer and Housing Trust Fund Committee Chair

DATE: October 26, 2023

SUBJECT: Board of Commissioners Resolution adopting Citizen Participation Plan for Community Development Block Grant (CDBG) Housing Improving Local Livability Program funds

BACKGROUND

Ingham County has been invited to apply for \$500,000 in CDBG Housing Improving Local Livability (CHILL) Program funds following Michigan State Housing Development Authority (MSHDA) approval of the County's letter of intent, authorized by RESOLUTION #23-391. CDBG CHILL Program funds will supplement and support housing reconstruction/resale and homeowner improvement project activities.

MSHDA requires a local unit of government applying for CDBG funding to adopt a Citizen Participation plan to meet the citizen participation requirements under 24 CFR Part 570.486(a). The plan must include at minimum provisions for citizen participation, particularly by low-and-moderate income individuals who reside in areas in which funds are proposed to be used; ensure residents will be given reasonable and timely access to local meetings, furnish citizens with information and records on proposed and actual use of CDBG funds; hold a minimum of two public hearings; provide reasonable notice for public hearings; and provide a process for complaints and grievances. To meet this requirement, applicants for CDBG funding may adopt MSHDA's Citizen Participation Plan which can be found here: [citizenparticipationdocforadoptionpdf.pdf \(michigan.gov\)](https://www.michigan.gov/citizenparticipationdocforadoptionpdf.pdf).

FINANCIAL IMPACT

None Immediately. If MSHDA awards the full amount requested in CHILL Program funds, the financial impact will be an additional \$500,000 for infill housing redevelopment and homeowner occupied housing improvement activities.

RECOMMENDATION

The recommendation is that the Ingham County Board of Commissioners authorize adoption of the MSHDA Citizen Participation Plan compatible with Michigan Community Development Block Grant (CDBG) CHILL Program requirements.

STATE OF MICHIGAN CITIZEN PARTICIPATION PLAN
APRIL 2021

1. The State will provide citizens and units of local government with reasonable notice and opportunity to comment on the Consolidated Plan and its substantial amendments. Reasonable notice will be given through a public notice in a newspaper(s) with statewide circulation. Opportunity to offer comments will be provided by a period of not less than 30 days, identified in the public notice, to receive comments on the substantial amendments before the amendment is implemented. The notice will clearly provide the name and address of the person responsible for receiving these comments. Reasonable notice will be given to the public for non-substantial amendments by a statewide mailing to current grantees and other interested parties.

Note: When additional funding is provided by the U.S. Department of Housing and Urban Development based on a declared emergency and/or funding needs to be repurposed to meet immediate need and in-person public hearings are not feasible, public notification will take place via internet postings only. An opportunity to offer comment will be provided by a period of not less than 5 days. The notice will clearly provide the methodology and contact person responsible for receiving comments.

2. The State will consider any comments or views of citizens and units of general local government received in writing, if any, in preparing the substantial amendment to the consolidated plan. A summary of these comments or views not accepted and the reasons therefore shall be attached to the substantial amendment to the consolidated plan.

Performance Reports.

1. Citizens shall be provided with a reasonable notice and opportunity to comment on any performance reports required on the Consolidated Plan. A period of not less than 15 days shall be provided to receive comments on the performance report prior to its submission to HUD. Reasonable notice shall be given in the form of an announcement in one or more newspapers of general public circulation.
2. The state shall consider any comments received in writing or orally when preparing the performance report. A summary of these comments shall be attached to the performance report.

Citizen participation requirements for local governments.

Units of general local government receiving CDBG funds from the State will hold a public hearing to receive comment on their proposed project(s) prior to submission to the State. For housing projects, these hearings also include comment on program accomplishments from the preceding project(s). Units of local government receiving CDBG funds from the State for non- housing projects also hold a public hearing to receive public comment on program accomplishments after project completion but prior to final close out.

Units of general local government receiving CDBG HUD Disaster Recovery funds from the State will furnish citizens with information regarding the amount of funds available, the range of activities, the estimated amount of the proposed activities that will benefit persons of low to moderate income; will publish the proposed Action Plan for Disaster Recovery for public comment; and will provide reasonable public notice and comment period on any substantial change to the Action Plan.

Availability to the public.

The consolidated plan, as adopted, substantial amendments, and the performance report, shall be available to the public, including the availability of materials in a form accessible to persons with disabilities, upon request. These documents shall be available at the MSHDA Website at www.michigan.gov/mshda and available upon request to members of the general public through.

U.S. Mail. —

Access to records.

The state shall provide citizens, public agencies, and other interested parties with reasonable and timely access to the state's consolidated plan and the state's use of assistance under the programs covered by this part during the preceding five years.

Complaints.

The state shall provide a timely, substantive written response to every written citizen complaint, within 15 working days where practicable, to complaints received from citizens on the consolidated plan, amendments, and performance report.

Use of the Citizen Participation Plan.

The state assures that it will follow its Citizen Participation Plan.

Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ADOPT THE MICHIGAN HOUSING DEVELOPMENT AUTHORITY CITIZEN PARTICIPATION PLAN IN ORDER TO APPLY FOR MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING

WHEREAS, the Ingham County Board of Commissioners authorized through Resolution 23-391 a letter of intent to apply for a Community Development Block Grant (CDBG) Housing Improving Local Livability (CHILL) Program, resulting in the Michigan State Housing Development Authority (MSHDA) inviting Ingham County to apply; and

WHEREAS, CDBG funds may be used to support and complement current Ingham County Land Bank and Housing Trust Fund efforts to make physical improvements to residential neighborhoods through single family housing redevelopment and homeowner occupied housing rehabilitation for low-to-moderate income homeowners; and

WHEREAS, each unit of general local government shall develop and adopt a Citizen Participation plan to meet the citizen participation requirements under 24 CFR Part 570.486 (a), required as a provision of Michigan CDBG Funding; and

WHEREAS, at minimum, citizen participation plans must include provisions to:

- encourage citizen participation, particularly by low-and-moderate income persons who reside in areas in which funds are proposed to be used;
- ensure residents will be given reasonable notice and timely access to local meetings including a minimum of two public hearings for the purpose of gathering public input on proposals/projects supported by CDBG funds;
- furnish citizens with relevant information on the proposed use of CDBG funding; and
- identify a process for complaints and grievances; and

WHEREAS, units of general local government may adopt the Citizen Participation Plan developed by MSHDA to meet this requirement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners does hereby adopt MSHDA's Citizen Participation Plan, which can be found here: [citizenparticipationdocforadoptionpdf.pdf \(michigan.gov\)](https://www.michigan.gov/citizenparticipationdocforadoptionpdf.pdf).

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is also authorized to sign any documents necessary to meet the requirements of citizen participation after approval as to form by the County Attorney if deemed necessary.

TO: County Services and Finance Committees

FROM: Alan Fox, Ingham County Treasurer and Housing Trust Fund Committee Chair

DATE: October 26, 2023

SUBJECT: Approval of Down Payment Assistance Policy for Income Qualified Homebuyers purchasing homes developed using Housing Trust Funds

BACKGROUND

The Ingham County Board of Commissioners (the Board) created Housing Trust Fund (HTF) by allocating \$9 million of American Rescue Plan (ARP) funds to promote construction and rehabilitation of affordable housing in Ingham County. The Board has, by recommendation of the HTF, allocated funds to specific projects for construction of owner-occupied housing and rehab of owner-occupied and rental housing.

Homeownership is central to the HTF goal of building wealth and equity in Ingham County. ARP regulations allow for assistance or subsidy to go directly to income-qualified home buyers in a form of down payment assistance (DPA). ARP funds can go residents with incomes at or below 80% of Area Median Income (AMI). By offsetting the up-front payments required for purchasing a home, DPA is an effective way to make homeownership more attainable for many low-to-moderate income buyers. However, DPA Programs require detailed policies in order to protect both the buyer’s equity and the county’s investment. Many low-to-moderate income or first-time homebuyers require assistance with down payments and with mortgage loan applications. This program will be in addition to the work HTF has already initiated with a growing number of local financial institutions to provide those services.

FINANCIAL IMPACT

The proposed home-buyer subsidies will go directly to income-qualified buyers for any of the 30 homes to be developed by the Land Bank and other developers utilizing HTF ARP dollars. DPA will be available for income-eligible buyers at a maximum of \$30,000 per sale on a first-come first-serve basis until funds are expended. Funds for these subsidies will be drawn from the \$450,000 in unobligated HTF dollars and from existing contracts for homeowner occupied housing already approved by the Board.

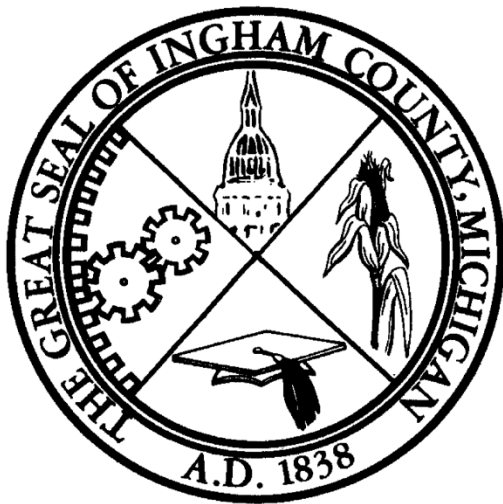
RECOMMENDATION

The HTF has identified policies and procedures that establish the necessary safeguards for down payment assistance subsidies to income qualified home buyers that are at or below 80% of AMI. This assistance for home buyers will work in partnership with resources from other sources and lending institutions to provide the best outcomes for prospective buyers.

The first house developed by the Land Bank for which DPA could help ensure the house is attainable for income qualified buyers is now listed and on the market for sale. It is important to approve the policy and procedure immediately to ensure that the money expended goes to the purposes intended and that the county’s interests and federal requirements are both met.

Ingham County Down Payment Assistance Program Policy

[LAST APPROVAL/REVISION DATE]



**INGHAM COUNTY DOWN PAYMENT ASSISTANCE PROGRAM POLICY &
PROCEDURES**

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INGHAM COUNTY DOWN PAYMENT ASSISTANCE PROGRAM POLICY & PROCEDURES

A. POLICY & PROCEDURES MANUAL PURPOSE

This manual serves as the Ingham County’s administrative policy and procedure manual for its Down Payment Assistance Program, specifically.

1. Updates

Information may change as issued by the US Department of Treasury or the Ingham County for a variety of reasons, including changes to federal regulations, County requirements, and the interpretation or clarification of a federal regulation.

Ingham County hereinafter referred to as the “County”, will endeavor to provide affordable housing opportunities to low-and-moderate-income homebuyers for the purchase of homes in Ingham County. The County will use federal American Rescue Plan Act funding to offer interest-free, forgivable loans with soft-second mortgages to assist homebuyers. ARPA funds are required to be expended by December 31, 2026. Alternative funding sources could become available after this date.

All housing policies shall be guided by accepted monetary policies, Ingham County and Local Housing Code, the Fair Housing Act, consumer protection laws, and all other applicable local and federal regulations concerning the County Down Payment Assistance Program.

2. General Program Information

The Ingham County Down Payment Assistance Program (DPA), (hereafter “Program”) is allocated from a portion of the County’s federal American Recover Program Act of 2021, Pub L. No. 117-2 (“ARPA”) to provide homeownership assistance. Funds are awarded on a first-come, first-served basis. Unless otherwise directed by the County Treasurer, the program will be utilized for buyers of those single-family housing units developed by and placed for sale by the Ingham County Land Bank and/or those single-family units for which rehabilitation or funding was provided by the Ingham County Housing Trust Fund (ICHTF).

3. Maximum Amount of Assistance

The goal of the Program is to expand home ownership opportunities for income-eligible households and to increase homeownership within the county of Ingham. Loans to eligible applicants are not to exceed **\$30,000** (adjusted based on household need including recurring monthly expenses) for down payment and reasonable closing costs incurred in the purchase of property within Ingham County, with the exception of homes that are in the flood plain.

4. Terms & Conditions for Applicants

- Direct Down Payment Assistance may be used for down-payment and closing/settlement costs only. Borrowers are prohibited from receiving funds back at settlement, including reimbursement for the initial down-payment and prepaid closing costs. Any excess funds shall be applied as a principal curtailment to the primary lender.

INGHAM COUNTY DOWN PAYMENT ASSISTANCE PROGRAM POLICY & PROCEDURES

- Program can be used to purchase single-family homes, duplexes, townhomes, manufactured homes on permanent foundations, or modulars which received new construction or rehabilitation assistance from the ICHTF.
- Homes must be located in Ingham County, Michigan.
- Applicants must be equal to or less than 80% household AMI.
- Total household income must be counted (even if the Mortgage/Deed will not include all adult members).
- All adult household members must provide a photo ID when applying. Birth certificates are required for all household members over the age of one (1) year.
- Applicant assets shall be subject to asset verification as more fully set forth herein. Liquid assets cannot exceed \$30,000 within the 3 months (90-day period) prior to application.
- Home inspection required for existing homes and a Certificate of Occupancy required for new construction.
- Only fixed-rate interest mortgages, with no pre-payment penalties.
- Pre-purchase Counseling certificate (Agency must be HUD-Approved) required
- Home must be primary residence.
- At the time of the application and closing, applicants cannot own any real property other than applicant's current primary residence that is being sold prior to the purchase of the home for which applicant is seeking funds under the program.
- Applicants do not need to be first-time home buyers.
- Applicants must wait a minimum of six (6) months to reapply for the program if a previous application is denied. This includes all household members.
- Request for funds must be submitted to County at least fifteen (15) business days prior to settlement/closing date if eligible for the program.
- Borrowers shall be required to execute a (list documents borrower must sign at closing i.e., Note, Mortgage, Deed Restriction, etc.).
- Borrowers shall be required to purchase lender's title insurance in favor of the County.
- County shall be named as a loss payee on Borrower's homeowner's insurance.

5. Loan Terms

Program subsidies are provided as a zero-interest, deferred payment loan which is secured by a promissory note and mortgage subordinate to those of the primary lender(s). If the homebuyer meets all of the Program's affordability requirements, the loan will be forgiven after seven (7) years for existing housing, and twenty (20) years in the case of new construction (the affordability period). The loan becomes immediately due and payable (in full/or at the prorated amount) if the property ceases to become the Homeowner's principal place of residence. First mortgages must have a fixed rate and include the escrows of taxes and insurance.

6. Repayment

Homebuyers are not required to repay loan funds (in full/or at prorated amount) unless they meet provisions outlined in [Section J Recapture Provisions for Program Funds](#).

**INGHAM COUNTY DOWN PAYMENT ASSISTANCE PROGRAM POLICY &
PROCEDURES**

B. ADMINISTRATIVE GUIDELINES

1. Reports

A separate case file will be maintained in a comprehensive manner for each applicant. That file will incorporate, but will not be limited to, the following forms:

1. Referral Checklist
2. Application
3. Income/Employment/Asset Verification Forms
4. Home Inspection Report (if applicable) or Certificate of Occupancy for new construction (if applicable)
5. Truth-in-Lending Disclosure
6. Sales Contract
7. Certificate of Housing Counseling
8. All applicable Loan Agreements/Forms necessary to complete file if loan is extended to applicant
9. All applicable County mortgage documents including, but not limited to Note, Mortgage, and Errors and Omissions Statement, and other documents County deems necessary or appropriate to complete the transaction
10. Closing Disclosure (Settlement Statement)
11. Any approved extensions.

2. Supervision

The County will be accountable to Ingham County's Treasurer. Periodic reports and/or meetings will take place to ensure staff performance.

3. Case Processing Time

The County will process all applications in an expedient manner. Each application requires a processing time of a minimum of fifteen (15) business days from the date of the Department's receipt of a completed application.

4. Fiscal Control

The County established system of fiscal check and balances will be strictly followed.

5. Geographical Area

Only properties within Ingham County's geographical boundaries will be eligible for assistance from County. Property may not be located in a flood plain.

INGHAM COUNTY DOWN PAYMENT ASSISTANCE PROGRAM POLICY & PROCEDURES

6. Income Limits

The County will be guided by current U.S. Department of Housing & Urban Development (HUD) Area Median Income (AMI) limits adjusted for household size for Ingham County, Michigan not to exceed 80% of AMI.

7. Down Payment Assistance Strategy

Financial mechanisms, specifically soft-second mortgages for purchase will be incorporated.

8. Local Procedures and Policies

The County will abide by all applicable Federal regulations. Ingham County and State of Michigan established Ordinances shall be the legal instruments for litigating disputes, maintained by the County Attorney.

9. Staff Training

The County will provide effective staff training whenever that training is deemed necessary. Courses, manuals and regional training center attendance shall be available to all staff members.

10. Participant Information

The County will perform a comprehensive recording of all pertinent participant information for each case. This information will be used for government surveys and County status reports. Personal data on applicants will be held confidentially and only released by that applicant's signed approval.

11. Property Eligibility

Eligible properties are limited to those located within Ingham County for which new construction or rehabilitation assistance was provided by the ICHTF. The property must be the primary residence of the applicant(s) to be eligible for Down Payment Assistance.

12. Protest Procedure

The County will respond within thirty (30) days once a written complaint or protest is received. The plaintiff may initiate further action with the Ingham County Treasurer if not satisfied with the County's response.

INGHAM COUNTY DOWN PAYMENT ASSISTANCE PROGRAM POLICY & PROCEDURES

13. Waivers of Policy

The County may, upon recommendation of the ICHTF Committee, waive any requirements of these policies not specifically required by federal/state law or federal regulations whenever it is determined that undue hardship will result or where application of the requirement would adversely affect the purposes and goals of the Down Payment Assistance Program.

14. When to Apply for Down Payment Assistance

A homebuyer of an eligible new or existing single-family residence may apply for Program funds after they have been pre-qualified by a first-mortgage lender and put in an offer on a County ARPA/ICHTF-assisted home.

15. Using County Down Payment Assistance with Other Funds

Program funds can be used in combination with employer-assisted down payment incentives, as well as Individual Development Accounts (IDA) and can be used in combination with other governmental and private assistance as allowed by those programs.

16. Modification, Amendment and Waiver

These policies and procedures may be modified and amended without notice when warranted as this program evolves.

The ICHTF Committee may waive or modify the Program's policies and procedures, including the required documentation, if the Committee finds the Program is in conflict with state or federal housing laws.

C. PROCESSING AND ADMINISTRATION

The County is the Program Administrator. The County will provide information packets containing a description and forms for the Program to anyone interested. Information packets can also be obtained from Pre-Purchase Homebuyer Education Counselors, or from the Ingham County website at: tr.ingham.org.

1. Application/Reservation Processing by County

The County initiates a file on the applicant, reviews the application for completeness and requests additional information if needed.

Application to County must include the following:

- a) Pre-Purchase Homeownership Certificate of Participation.
- b) Household Composition Form
- c) Income and Assets Checklist. One for each household member over 18.
- d) Verification of Resources. Completed form and two (2) most recent statements.

INGHAM COUNTY DOWN PAYMENT ASSISTANCE PROGRAM POLICY & PROCEDURES

- e) Verification of Earnings. Completed form where applicable.
- f) Income Verification. Verification of all sources of income is required for all members of the household including children.
 - Employment verifications must be within the last 30 days and must be current based on the date of referral. Acceptable forms of verification are employer paystubs, verification of employment forms, tax returns, letter of employment on company letterhead, etc.
 - Other incomes sources may include: Social Security, Pension, Child Support, Alimony, Annuity Payments, etc. Acceptable forms of verification are award letters, statements, and court orders.

The following list includes possible income sources and the paperwork needed for each:

Income Type	Form to complete and/or information to provide
Employment	Verification of Earnings form and two months' pay stubs
Social Security, SSI, Disability, Work Comp, unemployment, education grants	Current award letter from appropriate authority stating amount being received
Veterans Administration, Active Duty Pay, GI bill benefits	Current award letter from military authority stating amount being received
Family Independence Agency	Verification of Income, FIA form and copy of FIA check/deposit
Child Support/Spousal Support	Verification of Income; Friend of the Court form and copy of Friend of the Court check/deposit
Pension	Verification of Income, Pension form and monthly pension statement
Self-employed/business owner	Year-to-Date ledge and/or financial statements (*See section below on income tax returns)

- g) Income Tax Returns. If self-employed or seasonally employed only, the County requires a copy of the previous year's Federal income tax return, including copies of 1040 forms, W-2's and all attached schedules. If a business owner, the County requires the following documentation:
 - Profit/Loss statements showing annual gross and net revenue.
 - Articles of Incorporation, tax ID status/number, and certification as a Limited Liability Corporation for the same
 - Personal and/or corporate income tax returns that show what actual income has been derived from the operation of the same.
 - Check stubs, account records, or deposit slips that demonstrate the amount of person income owner has received from the same.

**INGHAM COUNTY DOWN PAYMENT ASSISTANCE PROGRAM POLICY &
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- h) School Verification. If a household member other than the homebuyer or their spouse is over 18 years old and a full-time student, they must complete the top portion of the School Verification form, and then take this form to their school for completion.
- i) Copies of picture identification for all loan applicants.
- j) Social Security number/documentation for all loan applicants.
- k) Authorization to Release Information form.
- l) EPA Lead Booklet Receipt.
- m) Occupancy/Vacancy Certification
- n) Funding Statement – Requires signature of Buyer(s), Seller(s), Primary Lender and Buyer’s Agent.
- o) Purchase Agreement, including Seller’s Disclosure and all addendums.
- p) Fully executed Good Faith Estimate of Closing Costs.
- q) Uniform Residential Loan Application.
- r) Underwriting Approval Document.
- s) Name, phone and fax number of Buyer’s Agent, Lender, and Title Company.
- t) Inspection Request Form.

D. PRELIMINARY DETERMINATION

1. The County makes preliminary determination on applicant eligibility based on Program application packet.
2. The County requests an inspection of the property from the city or local governmental agencies Code/Rehabilitation Agent (Inspection/Rehab Agent). The Inspection/Rehab Agent will arrange for necessary requests from proper governmental authority staff.
3. If property meets local code, or the seller agrees to make required repairs in order to meet said standards and does so, the County may make preliminary determination of property eligibility including, but not limited to, purchase price, location, and current occupancy.
4. When property eligibility has been determined, the County shall issue a Conditional Commitment of Down Payment Assistance Funds letter, indicating date of eligibility determination and the estimated amount of Down Payment Assistance to be provided. This Conditional Commitment shall expire sixty (60) days after issuance.

INGHAM COUNTY DOWN PAYMENT ASSISTANCE PROGRAM POLICY & PROCEDURES

E. COMMITMENT OF FUNDS/MORTGAGE/PROMISSORY NOTE

After the Lender has submitted all necessary documentation, the County will review primary mortgage documents to confirm compliance with Program requirements, and the following steps will be completed

- Once buyer eligibility has been determined, the County shall send the Lender a Conditional Commitment of Down Payment Assistance funds letter, indicating the date of eligibility determination and the estimated amount of Program funds to be provided.
- The County will then prepare the Program mortgage and promissory note documents for delivery to the Title Company.
- Upon receipt and review of the final Closing Disclosure, the Program will request funding from the County for the Program loan amount reflected in that Closing Disclosure. That check/wire transfer will be payable to the title company handling the closing. Loan funds are to be used to cover recording fees for the Program mortgage.
- Prior to closing, the County will either make available for pick up or will deliver by secure digital means, the mortgage, promissory note, Program funds, and instructions to the title company, or will have a representative present at the closing.
- The Lender or Title Company will provide the County with actual closing costs and prepaid expenses per the final Closing Disclosure at least three (3) business days prior to the requested closing date.
- The County will compare actual closing costs and prepaid expenses to the loan document and will not release Program funds if these amounts differ without prior written approval. The County will also confirm through the loan documents that the homebuyer's contribution is at least \$1,000

F. CLOSE-OUT PROCESSING

After closing on the loan, the title company must submit to the County the following documents:

- Closing Statement, with original signatures
- Copy of the final loan application (1003) with signatures
- Copy of Program Mortgage Document; Original to be sent to Register of Deeds Office (recording fees for this document is to come out of Program loan funds)
- Signed original Program Promissory Note
- Copy of the deed to the property
- Proof of homeowner's insurance including the County listed as additional mortgagee.

INGHAM COUNTY DOWN PAYMENT ASSISTANCE PROGRAM POLICY & PROCEDURES

G. ADMINISTRATIVE GUIDELINES/UNDERWRITING POLICY & PROCEDURES

Specific Program requirements are covered in this section and are incorporated in the documents contained in this operating manual.

1. Criteria to Determine Homeowner Eligibility

The County reserves the right to evaluate an applicant's eligibility based on the following criteria in a manner consistent with the intent and purpose of the Program. Conflicts of Interest §92.356: No person who is an employee, agent, consultant, officer, or elected official or appointed official of the County of Ingham, the Ingham County Land Bank or recipient which are receiving ARPA funds of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with ARPA funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or ARPA assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have a family or business ties, during their tenure or for one year thereafter. The conflict-of-interest provisions above apply to any person.

- **Age:** Homebuyer(s) must be 18 years of age or older.
- **Citizenship:** Evidence of citizenship or eligible immigration status is required. Applicants must have permanent lawful resident status in the United States of America, which includes "permanent resident alien", "resident alien permit holder" and "Green Card holder."
- **Real Estate Assets:** Applicants cannot have owned any real estate within three (3) years of application to Down Payment Assistance Program.
- **Income Limits:** Homebuyer's annual household income includes the earned income of all household members 18 years of age and older, unearned income of all household members regardless of age, and shall not exceed 80% of area median income, as adjusted for family size, and published periodically by the U.S. Department of Housing and Urban Development (HUD).
- **Eligible Properties:** Eligible properties for purchase include attached or detached single family homes, and condominium units. For condominium units, funds may assist the owner-occupied unit with costs of limited common elements; these may include parking areas, decks, storage closets, and communal laundry facilities.
- **Property Value Limits:** The housing purchase price and after rehab value may not exceed the HUD homeowner sales price limits for existing homes and new construction homes (See [Appendix A](#)).

INGHAM COUNTY DOWN PAYMENT ASSISTANCE PROGRAM POLICY & PROCEDURES

- **Appraised Value Policy:** The County will accept transactions on Program loans when the appraised value of the dwelling comes in lower than the sales price. The borrower is required to pay the difference, in addition to their minimum contribution of \$1,000. Any and all additional funds contributed to the purchase are included in the asset limit of \$30,000
- **Financial Stability:** Eligible buyer(s) are expected to maintain financial stability for the affordability period. At the time of underwriting, the County shall examine: 1) buyers' savings/reserves, 2) recurring monthly household expenses in addition to consumer debt included in the back end (total debt) ratio (including but not limited to daycare, health insurance, and other monthly recurring expenses over fifty dollars and no cents (\$50.00), 3) home utility costs, and 4) property maintenance and eventual replacement costs.
- **Homebuyer Education:** Eligible buyers must successfully complete a homebuyer education course administered by an individual counselor who has received training by HUD to provide homebuyer education before applying for Program funds. A list of certified Homeownership Counselors is available at: https://hud4.my.site.com/housingcounseling/s/?language=en_US.
- **Homebuyer Contribution:** The homebuyer shall make a minimum cash contribution of \$1,000 toward down payment, closing costs, and/or other eligible costs and fees.
- **Assets:** The cash value of assets to be considered when determining applicant eligibility for the Program include all cash, checking, savings, and business accounts, including the liquid assets of any minors. To qualify for the Program, applicants must have less than \$30,000 in liquid assets. If an applicant is in the process of selling their home and purchasing a new home, any income from the sale of the old home over \$30,000 will automatically disqualify the applicant. If the buyer(s) has liquid assets in excess of \$30,000, then the buyer(s) is required to invest all liquid assets exceeding \$30,000 into the home purchase before receiving Program loan over \$1,000.
- **Land Assets:** The value of Land Assets will not be included when determining the cash value of assets unless the land is converted to a liquid asset.
- **Liquid Assets** include:
 - Savings Account Balance
 - Average 6-month balance in checking accounts
 - Stocks, bonds, savings certificates, money market funds or other investment accounts, not including retirement accounts.
 - Lump-sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements and other claims
 - Cash value of trusts available to the household.
- **Liabilities:** No member of the household shall have other liabilities or judgments that might jeopardize homeownership of the home. No member of the household shall have outstanding liabilities for past-due taxes of any nature, governmental fees, tickets, etc.

INGHAM COUNTY DOWN PAYMENT ASSISTANCE PROGRAM POLICY & PROCEDURES

- **Credit:** The following are not acceptable for buyers or their co-borrowers: Collections, unpaid accounts, judgments, and/or defaulted local, State, or Federal debt.
- **Down Payment Assistance Loan:** The Program loan is made to the buyer(s) by Ingham County and is secured with a recorded Mortgage and Note in the amount equal to the Program funds provided.
 - Minimum Down Payment Assistance loan amount is \$1,000 to secure the funds invested in the property.
 - Maximum Down Payment Assistance loan amount is \$30,000, based on the homebuyer's financial need.
 - Eligible buyers must demonstrate the finance need for Down Payment Assistance. The maximum assistance allowable is the minimum necessary to cover eligible closing costs, as determined by the County. Buyers are expected to take the largest first mortgage they can reasonably and sustainably afford.
 - **Terms:** The Down Payment Assistance Mortgage and Note documents will set forth the applicable terms and conditions.
- **Eligible First Mortgages:** Eligible buyers must qualify for a responsible first mortgage, with interest rates and lending terms that are competitive with those offered to buyers with good credit in the local market. The interest rate being charged to the buyer shall not be more than 2% over the current FHA rate.
- **First Mortgage Loan Terms:** Acceptable first mortgage must be fully amortizing 30-year fixed rate loans.
- **Combined Loan-To-Value (LTV):** The Down Payment Assistance Loan is understood to be in second lien position to the first mortgage Lender. The combined loan to value may not exceed 105%.
- **Debt-to-Income Ratios (DTI):** Monthly mortgage payment, including HOA fees, mortgage insurance, escrows for taxes and insurance cannot exceed 33% of homebuyer's gross monthly income. Homebuyer's total monthly fixed (12 months or more remaining payments) DTI cannot exceed 45% of homebuyer's gross monthly income. Recurring monthly expenses over \$50.00 will also be reviewed along with the 45% back-end ratio to ensure the home is truly affordable to the buyer.
- **Guarantors:** The homebuyer must meet credit and underwriting established by the first mortgage Lender and must be able to obtain a fixed rate first mortgage product on their own credit history. The Program does not allow for co-signers that will not be owner-occupants of the house being purchased.

INGHAM COUNTY DOWN PAYMENT ASSISTANCE PROGRAM POLICY & PROCEDURES

- **Homeowner Tax and Insurance Requirements:** The homebuyer shall agree to have the taxes and homeowner's insurance escrowed as part of the first mortgage. Insurance must be in an amount acceptable to the County, on all buildings on the assisted premises for the duration of the County's mortgage. The County shall be listed as a Mortgagee on all property damage policies with usual loss payable to Mortgagee.
- **Marital Status:** Applicants may be single, divorced or married. If applicants are married, and are members of the same household, both spouses will be considered by the County as co-applicants for the Program even if their first mortgage is in the name of only one spouse. In the case of married applicants, both parties must sign the Program application. If an applicant is legally married but separated from their spouse, and does not have a Judgment for Separate Maintenance, they are not eligible for Program funds as the subject property would not be the principal residence for both spouses.
- **Delinquent Debts:** Eligible homebuyers may not have delinquent debts to local governmental authorities, Ingham County, or be in default on any federally insured debt.
- **Points:** Homebuyer cannot purchase more than two (2) points to "buy down" on their lender mortgage product.
- **Pre-Approved Lender:** Lenders must be chartered by either the State of Michigan or by the Federal government and must be in good standing with the State of Michigan and their respective regulatory agency.
- **Pre-Approved for Mortgage:** The homebuyer shall be pre-approved for a mortgage by a first mortgage lender prior to making application for Program funds. The homebuyer shall agree to allow the County access to income information given to the lender in order to determine eligibility.
- **Primary Residence:** The homebuyer shall agree to occupy the property being purchased as their primary residence for a minimum of seven (7) years after the date of the Program loan for an existing dwelling, and twenty (20) years for new construction. The homebuyer shall inform the County at least thirty (30) days in advance if they vacate, sell, transfer and/or assign any legal or equitable interest in the property prior to the affordability period having expired. If this occurs, the homebuyer shall be required to repay the loan in full, within 30 days of conveyance.
- **Ineligible Closing Costs:** Delinquent credit obligations and "junk" fees cannot be included in the Home Buyer Assistance Loan.
- **Cash Back at Closing:** Cash back to buyer(s) at closing is not permitted under any circumstances.
- **Ownership in the property** including the Real Estate after assistance must be individual fee simple ownership with a recorded deed.

INGHAM COUNTY DOWN PAYMENT ASSISTANCE PROGRAM POLICY & PROCEDURES

- **Refinance/Subordination:** Subordination of the Program mortgage will only be considered for better rate and/or terms, with no cash back or debt consolidation.

H. LENDERS RESPONSIBILITIES

Mortgage lenders who wish to participate in the Program shall agree to the following requirements:

1. **Applicant Screening:** Lenders shall select prospective homebuyers for application to the Program based on household income, property location and type, household assets, and need for financial assistance. Down Payment Assistance funds are intended to be used for program purposes and may not be used in place of a homebuyer's other resources; this is a "need" based program. Homebuyers must agree to secure the maximum mortgage amount that is affordable per the debt-to-income ratios and consumer and recurring monthly debt parameters described herein.

Lenders shall assist the homebuyer with preparation of the Program application forms as well as with additional documentation needed by the County prior to disbursement of funds. The Lender shall inform the homebuyer of all other Program requirements including, but not limited to the requirements that inspection of the property be performed; that the homebuyer receive homebuyer counseling by a certified HUD counselor; that the homebuyer obtains and maintains adequate homeowner insurance coverage with the County listed as second mortgage on all such policies.

2. **Application/Request for Funds:** After a homebuyer has been pre-approved for a first mortgage and a property has been identified, a lender may submit an application packet to the Qualification Entity. Funds are available on a first-come, first-served basis.
3. **Commitment of Funds:** Program funds will not be committed until the County receives and reviews all required application documents and the property being purchased passes physical inspection.
4. **Scheduling the Closing Date:** The Lender shall schedule a closing date no earlier than two (2) weeks from the date of the County's Conditional Commitment of Down Payment Assistance Program Funds letter. A commitment shall automatically expire sixty (60) days from the date of the Conditional Commitment of Down Payment Assistance Program Funds letter. A thirty (30) day extension may be requested by submitting a written request to the Program Manager. The County shall make a single subsidy payment to the title company engaged in closing the purchase of the property by written request, prior to the time of closing. If the requested amount is in excess of the actual amount needed at closing, the title company will be required to return the difference to the County at closing. If it is determined by the County after closing that the homebuyer has not contributed a minimum of \$1,000 to the closing costs or down payment, the County will request the

INGHAM COUNTY DOWN PAYMENT ASSISTANCE PROGRAM POLICY & PROCEDURES

Borrower to return funds to the County in an amount that would satisfy the \$1,000 requirement, or for additional funding to be put toward the first mortgage principal.

- 5. Program Mortgage and Promissory Note:** Lenders shall agree to accept the County's Mortgage and Promissory Note for the Down Payment Assistance Program assistance in a form required by federal regulations. The Lender shall not waive or vary any term of any note or mortgage evidencing and securing a Program Loan.
- 6. Misrepresentation:** If the Lender becomes aware of misstatements, whether negligently or intentionally made, it shall be their responsibility to notify the County. The County will take appropriate action which may include denial or cancellation of the Program subsidy. The Lender must also be aware and inform the Borrower that both federal and Michigan law provides for fines and criminal penalties for misrepresentations made in connection with participation in the Program.

I. COUNTY RESPONSIBILITIES

1. Policies and Procedures

The County, or its designee or assigns, shall administer the Program in conformance with the policies and procedures as approved herein. The Program shall automatically adopt by reference any relevant changes to the federal ARPA regulations. Checklists and other documentation formats shall be established to assure compliance with Program requirements, and each file will be appropriately documented.

2. Application Processing

County staff shall review the Down Payment Assistance Program application package to determine both homebuyer and property eligibility.

A review of homebuyer eligibility shall include, among other criteria, income determination per 24 CFR Part 5 (Part 5 Annual Income). The income verification shall be in effect for six months, or until closing, whichever comes first.

A review of property eligibility shall include, among other criteria, the Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards.

The following process will be used to ensure compliance:

- a) At time of application, the County will verify that the Buyer has received the HUD/EPA pamphlet "Protect Your Family from Lead in Your Home."
- b) If, based on preliminary review of the application, the County determines the homebuyer and property meet Program criteria, a property inspection is scheduled.

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- c) A written summary will be provided to the Buyer/Buyer's Agent within seven (7) working days after an inspection has been performed.
- d) If there are no corrections required, the County will forward a Conditional Commitment of Down Payment Assistance Program Funds to the Lender.
- e) Any corrections required will need to be completed and the property re-inspected prior to any conditional commitment of funds by the County.

3. Referral Application Processing Procedures

- a) Receive complete referral application from HUD-approved Housing Counseling Agency including all corresponding income, assets and Tax Returns.
- b) Confirm income and assets (Income calculations computed using HUD guidelines). Large or multiple deposits/transfers may require additional documentation or clarification.
- c) Send Pre-Determination Letter (If applicant qualifies for the Program but is not currently party to a sales agreement or contract). Funds will not be reserved for a pre-determination.
- d) Send Pre-Approval Letter (If applicant qualifies for the Program and is currently party to a sales agreement or contract). Funds will be reserved for a pre-approval until expiration of letter or expiration of ARPA/ICHTF funding period.
- e) Collect all required documents from housing counselor/applicant. County must have all documents in referral checklist before final approval issued. Settlement/Closing information required at least fifteen (15) business days prior to settlement date.
- f) Forward referral information to relevant parties to prepare mortgage documents and request wire transfer/payments.

J. RECAPTURE PROVISIONS FOR PROGRAM FUNDS

The County requires recapture of Down Payment Assistance Funds in the amount of the direct subsidy to the homebuyer as specified in the mortgage and the promissory note executed by the Borrower (homebuyer) at closing. Program loans are prorated.

If the Borrower ceases to occupy the property as their principal residence and/or sells the property within the affordability period as specified within the Program loan documents, the prorated loan amount becomes immediately due and payable to the County as the lender of those funds. The receipt of payoff amounts shall be considered program income.

In those cases where a homebuyer violates the terms and conditions of their home buyer assistance mortgage or note (e.g. sells the property on land contract without prior approval of the County or uses the property for rental purposes) the Lender reserves the right to require prorated repayment of the amount of the homebuyer assistance funds. Any required repayment

INGHAM COUNTY DOWN PAYMENT ASSISTANCE PROGRAM POLICY & PROCEDURES

of the amount of the Down Payment Assistance Funds shall be made payable to the County, not later than the 30th day following the sale, transfer, mortgaging, or other conveyance, or following the date upon which the structure ceases to be the Borrower's principal residence, or after written notice from the County that the Borrower is in default of any superior lien then existing against the property.

In hardship cases where the sale of the property prior to the expiration of the affordability period is determined by the County and documented to be involuntary (a sale due to foreclosure, loss of income, job transfer or similar circumstances), and where repayment of the prorated amount of homebuyer assistance funds due to be repaid exceeds the net proceeds available from the sale, the County will consider requests for partial forgiveness or subordination of its Down Payment Assistance Program liens to accommodate short sales on a case-by-case basis.

The following conditions must be met for consideration of partial forgiveness to accommodate a short sale:

1. Request for forgiveness must be proportionate to the first lender's forgiveness.
2. Purchaser must be owner occupant.

Requests for continued subordination for short sale purchases must meet the following conditions:

1. Purchaser must be an owner occupant.
2. Purchaser must meet current household income eligibility limits.
3. Unit must comply with local housing code and zoning requirements.

Requests for forgiveness must be submitted in writing to the County, P.O. Box 215, Mason, Michigan 48859.

Requests must include the following:

1. Copy of a fully executed purchase agreement which discloses the property address, purchase price, name of buyer and name of seller.
2. Current appraisal of the subject property.
3. Disclosure of the purchaser's intended use of the property and financing plan.
4. Financing commitment including the mortgage amount, term and interest rate.

Requests for continued subordination must also include:

1. Disclosure of the purchaser's annual household income from all sources.
2. Verification of purchaser's assets.

Borrowers will be required to repay loan funds (in full/or at prorated amount) during the affordability period of their loan if they meet any of the events of default below:

- a) Failure to pay the principal amount owed to the County, when due or upon transfer by deed of the property secured by the Mortgage.
- b) Violation of any guidelines or regulations imposed by the County.

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- c) Borrower’s submission of incomplete, false or misleading information to the County prior and/or subsequent to approval of this loan.
- d) A default under the Mortgage shall also be an Event of Default under this Note.
- e) Borrower’s failure to comply with any term under this Note.
- f) A default under that certain loan secured by the first or second mortgage shall also be a default under this Note and the Mortgage.
- g) The Borrower no longer maintains the property as the Borrower’s primary place of residence.
- h) A court of competent jurisdiction makes any of the following orders, judgments, or decrees:
 - 1) Adjudicating the Borrower bankrupt,
 - 2) Appointing a trustee or receiver of the property of the Borrower,
 - 3) Approving a petition for, or effecting an arrangement in, bankruptcy, a reorganization pursuant to any present or future federal or state bankruptcy law, or any other judicial modification or alteration of the rights of the County or of other creditors,
 - 4) Admission in writing of Borrower inability to pay debts as they become due, Borrower becomes insolvent, or makes a fraudulent transfer of this Note holder or of other creditors.
- i) The Mortgage is refinanced without pre-approval by the County.
- j) The Borrower leases the property without prior written approval of the County.

The County Treasurer shall make all final determinations on requests subject to these and other factors considered relevant.

Otherwise, 100% of this loan shall be forgiven after the completion of the affordability period as specified in the program’s mortgage and promissory note.

K. CALCULATION OF ASSISTANCE

The County shall contribute an amount not to exceed \$30,000. The total amount of assistance is subject to the Program requirement that the homebuyer contribute a minimum of (\$1,000 for the purchase of the property, and that the homebuyer is securing the maximum mortgage amount affordable per the debt-to-income ratios and consumer and recurring monthly debt parameters described herein. Commitment of program funds are based on homebuyer need.

The loan will be secured by a zero-interest mortgage and promissory note between the homebuyer and the County.

L. DISCHARGE OF PROGRAM MORTGAGE

Upon completion of the affordability period as specified in the program’s mortgage and promissory note, provided the Borrower has resided in the property for the full affordability period, the loan will be forgiven in full. The loan becomes due and payable for the prorated remaining balance when the homebuyer ceases to reside at the property as their permanent place of residence.

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Dwelling Type	Min. Program Funding	Max. Program Funding	Affordability Period
Existing Dwelling	\$1,000	\$30,000	Seven (7) years
New Construction	\$1,000	\$30,000	Twenty (20) years

M. ELIGIBLE COSTS / PRE-PAID EXPENSES

Program assistance for eligible costs is based on need, and not to exceed \$30,000. The County reserves the right to determine the eligibility of all closing costs and pre-paid items and to request lender documentation of normal and reasonable costs.

- 1. Closing Costs:** The Program will assist in the payment of normal and reasonable closing costs (per the MSHDA Closing Cost Fee Chart for Eligibility) to process and settle the financing of the property for which the homebuyer is responsible, provided the costs are not already financed. Following is a list of items for which assistance can be provided if all Program requirements are met:

Description of Cost	Eligibility	Explanation
Application Fee	Actual Cost	Typically covers appraisal charged to lender/broker
Appraisal Fee	Actual Cost	Payable to 3 rd Party
Automated Underwriting System Fee	Actual Cost	3 rd Party AUS system
Closing Fee	Actual Cost	Paid to title company
Commission	Ineligible	Real Estate Commission
Commitment Fee to Non-Profit	Actual Cost	Any commitment, application, or processing fee charged by non-profit or government entity is allowed to be charged to the buyer
Courier Fees	Actual Cost	Payable to 3 rd Party
Credit Report Fees	Actual Cost	Payable to 3 rd Party
Documentation Preparation	Actual Cost	Maximum \$75.00
Document Stamp on Deed	Actual Cost	Payable to 3 rd Party
Express Mail/Special Delivery	Actual Cost	Payable to 3 rd Party
Flood Certification	Actual Cost	Payable to 3 rd Party
Home Inspection Fee	Actual Cost	Maximum \$400.00

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Description of Cost	Eligibility	Explanation
Lock-In Fee	Ineligible	
Notary Fee	Actual Cost	Payable to 3 rd Party
Origination Fee	Allowed	Up to 1% of total loan amount and up to \$500 Underwriting/Compliance Auditing Fees.
Pest Inspection	Actual Cost	Payable to 3 rd Party
Printing/E-mail fee	Actual Cost	Maximum \$50 (i.e., title company charge to print closing documents from a secured E-doc web-link)
Processing Fee – Lender/Broker	Allowed	Maximum \$500.00
Processing/Admin Fee – Real Estate	Allowed	Maximum \$300; charged by real estate company and shown on sales contract
Recording Fee	Allowed	Cannot be charged on VA loans
Re-key Fee	Allowed	Max \$200; 3 rd Party
Servicing Fee	Ineligible	
Survey	Actual Cost	Payable to 3 rd Party
Tax Service Fee	Allowed	Maximum \$100.00
Title Policy/Lender	Actual Cost	Payable to 3 rd Party
Title Policy/Owner	Actual Cost	Paid by Seller
Transfer Tax	Actual Cost	Paid by Seller
Underwriting Fee	Allowed	Maximum of \$500.00
Verifications/Condo Questionnaire	Actual Cost	
Well & Septic	Actual Cost	Payable to 3 rd Party
Wire Fee	Actual Cost	Payable to 3 rd Party

2. Pre-Paid Expenses: The Program may assist in the payment of normal and reasonable pre-paid and escrow expenses to process and settle the financing of the home for which the homebuyer is responsible, as listed below

- First year of hazard insurance premium
- Two months of mortgage insurance premium
- Assessed property taxes per the loan estimate
- INTEREST AND AGGREGATE ADJUSTMENTS AMOUNTS ARE NOT ELIGIBLE

3. Down Payment: Funds can be used to reduce the principal borrowed by the homebuyer from the Lender.

4. Personal Property: Program subsidies cannot be used to finance the acquisition of furnishings, appliances, or other personal property.

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APPENDIX A: HUD ANNUAL HOUSEHOLD INCOME LIMITS

- Lansing-East Lansing, MI HUD Metro FMR Area
- Median income - \$97,800 for a family of 4 persons

Fiscal Year 2023 Income Limit Category	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
<u>Low (80%) Income Limits</u>	\$52,500	\$60,000	\$67,500	\$74,950	\$80,950	\$86,950	\$92,950	\$98,950
<u>(60%) Income Limits</u>	\$39,360	\$45,000	\$50,640	\$56,220	\$60,720	\$65,220	\$69,720	\$74,220
<u>Very Low (50%) Income Limits</u>	\$32,800	\$37,500	\$42,200	\$46,850	\$50,600	\$54,350	\$58,100	\$61,850
<u>Extremely Low (30%) Income Limits</u>	\$19,700	\$22,500	\$25,300	\$30,000	\$35,140	\$40,280	\$45,420	\$50,560

2023 HUD Programs Rent Limits

Fair Market Rent	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
	\$837	\$868	\$1,063	\$1,374	\$1,428

2023 HUD Homeowner Sales Price Limit

Home Sales Price Limit	Existing Homes	New Homes
	\$182,000	\$273,000

Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE POLICIES AND PROCEDURES FOR A DOWN PAYMENT ASSISTANCE PROGRAM FOR INCOME QUALIFIED BUYERS OF NEW CONSTRUCTION AND REHAB HOMES DEVELOPED UTILIZING HOUSING TRUST FUND DOLLARS

WHEREAS, The Ingham County Board of Commissioners (the Board), through Resolution #22-211, has allocated \$9 million of the second tranche of American Rescue Plan (ARP) funds received by Ingham County to encourage construction, improvement, and maintenance of affordable, accessible, and sustainable housing through the Housing Trust Fund (HTF); and

WHEREAS, the Board identified the goals of the HTF to include efforts to support and establish homeownership in order to “build wealth and equity” in Ingham County; and

WHEREAS, a recognized barrier to homeownership for many low-to-moderate income households are the funds needed for down payment when buying a home/applying for a mortgage; and

WHEREAS, the HTF has budgeted approximately 5% of the total ARP HTF allocation to be used for direct to homebuyer subsidies and establishing a Down Payment Assistance (DPA) program; and

WHEREAS, DPA recipients will be limited to households at or below 80% of Area Median Income (AMI) on an as-needed basis, to be consistent with federal regulations; and

WHEREAS, all DPA loans will be forgiven after twenty (20) years for new construction and seven (7) years for existing housing, unless the DPA loan recipients fail to meet the requirements identified in the DPA policy.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners adopts the policy for Down Payment Assistance prepared for and approved by the Housing Trust Fund Committee.

BE IT FURTHER RESOLVED, that Ingham County will award up to \$30,000 in tiered assistance to qualified applicants based on need until available funds are expended.

BE IT FURTHER RESOLVED, that the Treasurer’s Office and Controllers Office will work with program administrators from local partners with demonstrated experience administering DPA to process applications and implement the DPA policy.

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

Agenda Item 3

TO: Board of Commissioners and County Services and Finance Committees

FROM: Patrick E. Lindemann, Drain Commissioner

DATE: October 24, 2023

SUBJECT: Full Faith and Credit Resolution in Support of Additional County Drain Notes
For the meeting agendas of November 7 (County Services) and November 8 (Finance)

BACKGROUND

On April 25, 2023, the Ingham County Board of Commissioners (the “Board”) adopted Resolution #23-169 by which the Board agreed to pledge the County’s limited tax, full faith and credit to certain drain notes issued by Ingham County (the “County”) drainage districts in calendar year 2023. The resolution authorized notes up to a maximum amount of \$15,000,000. It is currently estimated that County drainage districts will need to issue approximately \$12,910,000 of notes during 2023.

However, Brian Lefler of Robert W. Baird & Co. Incorporated (“Baird”), the placement agent to the drainage districts, has provided the Drain Office with an analysis that would allow the drainage districts to achieve net savings of \$25,732 if additional notes above the current limit could be issued in 2023. The Okemos Consolidated Drain Drainage District has two notes maturing in December with a total principal amount outstanding of \$1,400,000, which is included in the \$12,910,000 estimate of the amount of notes to be issued in 2023. The drainage district has three more notes maturing in 2024 with a total principal amount outstanding of \$3,117,500. If all of these notes are refinanced by one \$4,517,500 note issued on December 1, 2023, the drainage district will be able to save \$25,732 in costs of issuance by issuing one note instead of five separate notes.

In order to do so, however, the existing \$15,000,000 pledge of full faith and credit will need to be increased by at least \$1,028,400. In order to provide flexibility, the resolution being presented to the Board would provide an additional limited tax full faith and credit pledge of not to exceed \$1,500,000 for notes issued in calendar year 2023.

ALTERNATIVES

If the resolution is not adopted, the Okemos Consolidated Drain Drainage District will only issue the amount of notes that can be issued under the current full faith and credit cap of \$15,000,000 reducing the savings that can be achieved.

FINANCIAL IMPACT

Adoption of the resolution will enable the Okemos Consolidated Drain Drainage District to achieve a total net savings of \$25,732.

This action will not increase the total amount of County drainage district drain note debt outstanding, since the new note will only be refinancing existing debt.

STRATEGIC PLANNING IMPACT

The County’s strategic plan calls for the provision of quality roads and drains in the County and these Projects further the goal of providing quality drains.

OTHER CONSIDERATIONS

Additional background information on the general need for the County's full faith and credit pledge to notes can be found in the memorandum to the Board dated April 4, 2023 which is attached for information. Additional information on the potential savings from consolidating the note issues can be found in the Baird memo dated October 17, 2023 (revised) and supporting information which is attached.

Based on the analysis provided in the April 4, 2023 memorandum referenced above, there are significant resources available to support the payment of the notes, leading me to conclude that there is no substantial risk that a significant, long-term payment would be required from the County as a result of its pledge of full faith and credit for these notes.

RECOMMENDATIONS

Based on the information presented, I respectfully recommend approval of the attached Resolution Pledging Full Faith and Credit to Additional 2023 Drainage District Notes.

Agenda Item 3

TO: Board of Commissioners and County Services and Finance Committees

FROM: Patrick E. Lindemann, Drain Commissioner

DATE: April 4, 2023

SUBJECT: Full Faith And Credit Resolution In Support Of County Drain Notes For The Meeting Agendas Of April 18 (County Services) And April 19 (Finance)

BACKGROUND

Ingham County (the “County”) has hundreds of legally established drainage districts under Act 40, Public Acts of Michigan, 1956, as amended (the “Drain Code”). When petitions are filed and a project is found necessary by a board of determination, the drainage district is required to proceed to design, acquire, and construct a project as petitioned (a “Petition Project”). Once construction bids are received by the drainage district for the project, the drainage district often issues a bond for the long term financing of the project. Prior to the issuance of the bonds, however, the drainage districts must expend funds for the design of the Petition Projects and other preliminary expenses. In addition, the Drain Code requires that drainage districts undertake regular inspection, repair, and maintenance of the drains under their jurisdiction (the “Maintenance Projects”).

Section 434 of the Drain Code gives drainage districts the power to borrow funds through the issuance of notes by which the proceeds may be used to pay the preliminary costs of a Petition Project, such as engineering fees, legal expenses, and the costs of acquiring property and easements. These notes would ultimately be paid from the proceeds of bonds issued for the Petition Project. In addition, Section 434 of the Drain Code gives the drainage districts the power to borrow funds to pay the costs of the Maintenance Projects. These notes are ultimately paid from funds raised by the levy of maintenance assessments by the drainage districts against benefitted properties and public corporations in the drainage districts for the maintenance of the drains. Under Section 434, a county board of commissioners, by a two-thirds vote, may pledge the full faith and credit of the County to the payment of the principal of and interest on notes issued for Petition Projects and Maintenance Projects and other legal purposes of the drainage districts (together, the “Projects”). This pledge provides backup security to the holders of the notes.

While in the past it has been common for drainage districts to issue notes without the full faith and credit of the County, the recent failures of Silicon Valley Bank and Signature Bank have resulted in banks being unwilling to purchase these notes without the full faith and credit of the County being pledged as backup security for the payment of the notes (e.g., a note without the County’s full faith and credit pledge are illiquid should the bank need to sell it in the secondary market). The current situation in the banking sector makes it necessary to obtain the full faith and credit of the County in order for drainage districts to continue to implement Petition Projects and Maintenance Projects.

In order to continue to pay the preliminary costs of the Petition Projects and to implement the Maintenance Projects in 2023, the drainage districts will need to issue notes for these expenses. The Drain Office estimates that the drainage districts will need to issue notes in the approximate amount of \$15,000,000 in 2023. These notes will be paid from the proceeds of bonds (which have historically had the County’s full faith and credit pledged) that will be issued for the permanent financing of the Petition Projects and from special assessments levied for the Maintenance Projects.

ALTERNATIVES

The drainage districts are legally obligated to undertake the Petition Projects and the Maintenance Projects. If the County does not adopt the resolution pledging full faith and credit, the placement agent for the drainage districts reasonably believes that there is a high likelihood that the drainage districts will not be able to find a purchaser for their notes. If that were to happen, the drainage districts would not have the necessary funds to design and construct the Petition Projects and to implement the Maintenance Projects, and this critical work may not be able to proceed, exposing the drainage districts (and possibly the County) to liability and or default. As an alternative to pledging its full faith and credit, Ingham County could loan the funds needed for the Projects to the drainage districts from available funds of the County. This could be accomplished by the County increasing funding for the Revolving Drain Fund (Fund 802). The additional funds added to Fund 802 would be loaned to the drainage districts with interest at a rate determined by the County. This approach was taken by the County previously but is not currently being used by the County. The County could also provide funds to the drainage district by acquiring their notes directly, instead of the drainage districts selling them to a bank. This is authorized by Section 434 of the Drain Code with specifically authorizes drainage districts to borrow money from a public corporation such as the County.

FINANCIAL IMPACT

Based on analysis provided in Other Considerations below, the drainage districts have the ability to issue bonds for the Petition Projects in an amount sufficient to pay the principal of and interest on notes of the drainage districts, and in the event the Petition Projects do not move forward to completion there is significant value in the drainage districts which is sufficient to support the payment of assessments for the drainage districts' notes. Furthermore, the drainage districts also have the legal power to levy special assessments for the inspection, repair, and maintenance of the drains against benefitted properties and public corporations. Therefore, the likelihood the County would have to make payment on the notes as a result of the full faith and credit pledge is remote. In the worst case scenario, were the County to have to make a payment on a note, the payment would likely be recouped by special assessments levied to cover the principal of and interest on the note in a relatively short period of time.

STRATEGIC PLANNING IMPACT

The County's strategic plan calls for the provision of quality roads and drains in the County and these Projects further the goal of providing quality drains.

OTHER CONSIDERATIONS

The Drain Code provides significant powers to drainage districts and counties to assure that funds are available to pay notes issued by drainage districts.

a) The Drain Code provides drainage districts with the power to specially assess the costs of drain projects against benefitted properties and public corporations. Section 275 of the Drain Code further provides the drainage districts with the power to issue bonds for their Petition Projects in anticipation of these special assessments. Notes issued by drainage districts for interim costs of a Petition Project are intended to be paid from the proceeds of bonds issued to provide the permanent financing for the project. Since the drainage districts have broad powers to issue bonds for Petition Projects, there is sufficient power under the Drain Code to issue the bonds needed to pay for the costs of Petition Projects, including the payment of notes for preliminary costs.

b) In rare circumstances, a Petition Project for which notes have been issued to pay for preliminary expenses does not move forward and bonds are not issued for the Petition Project. In such circumstances, Section 306 of the Drain Code provides the County Board of Commissioners with the power to authorize the drain commissioner to assess the amount of the preliminary expenditures to the drainage district. This power gives the County and the Drain Commissioner the ability to raise the funds needed to pay an interim note in such circumstances.

c) Section 196 of the Drain Code provides the drain commissioner with the power to levy special assessments for the inspection, repair, and maintenance of the drains under the drain commissioner's jurisdiction. This power provides the source of revenue to the drainage districts to fund the costs of Maintenance Projects, including the payment of the principal of and interest on the notes of the drainage districts.

d) The County has never made a payment pursuant to a resolution pledging full faith and credit for drainage district debt issued by a drainage district during my 30-year tenure as drain commissioner.

e) Based on this analysis, there are significant resources available to support the payment of the notes, leading me to conclude that there is no substantial risk that a significant, long-term payment would be required from the County as a result of its pledge of full faith and credit for these notes.

RECOMMENDATIONS

Based on the information presented, I respectfully recommend approval of the attached Resolution Pledging Full Faith and Credit to 2023 Drainage District Notes.



Brian J. Lefler
 Managing Director
 Public Finance

TO: Paul Pratt & Carla Clos, Office of Ingham County Drain Commissioner
 CC: Roger Swets, Dickinson Wright PLLC
 Michael D. McCarty, Senior Vice President, Baird
 Mitch Timmerman, Assistant Vice President, Financial Analyst, Baird
 DATE: October 17, 2023 (revised)
 RE: Consolidation of Outstanding Okemos Consolidated Drain Drainage District Notes

Background (TABLE 1)

The Drain Office currently has five (5) Okemos Consolidated Drain Drainage District Drain Notes outstanding with two (2) maturing in December 2023 and three (3) throughout 2024 (the “Okemos Notes”). See table below for certain details of the Okemos Notes (See Table 1 for more details).

Drain Note	Maturity Date	Callable	Principal Amount	Interest Rate
DN22-06	12/01/2023	Yes – Now	\$800,000	2.47%
DN22-15	12/29/2023	Yes – Now	\$600,000	0.94%
DN22-07	02/09/2024	Yes – Now	\$1,500,000	2.66%
DN22-13	05/30/2024	Yes - Now	\$1,000,000	4.04%
DN23-02	11/04/2024	Yes – Now	\$617,500	4.90%

Proposed Plan of Finance

Rather than issuing five separate series of drain notes for the Okemos Consolidated Drain Drainage District (the “Base Case” or “Table 2”), a consolidated refinancing of the Okemos Notes would be effected on 12/01/2023 (the “Alternative Case” or “Table 3”). For comparison purposes, the following assumptions were utilized to compare the two options: 1) 13-month maturity, callable on or after 6-months; 2) 5.10%, tax-exempt interest rate¹; and, 3) cost of issuance per issuance of \$6,000 for note counsel and \$5,000 for placement agent. Any accrued interest due at maturity of the Okemos Notes would be paid from funds on hand.

Base Case | Five Separate Series of Notes (TABLE 2)

The traditional refinancing option would have each outstanding note refinanced on its respective maturity date. For this analysis, the par amount of the new note equals the par amount of the maturing note and the cost of issuance (\$11,000) is added to the total principal and interest (see Table 2, Column M). The accrued interest on the maturing note would be paid from funds on hand.

Alternative Case | One Note to Refinance the Okemos Notes (TABLE 3)

The Alternative Case would refinance the Okemos Notes on 12/1/2023 to reduce the overall cost for the Okemos Consolidated Drain Drainage District. In Table 3, the consolidated note (13-month note maturing 1/1/2025) would have a total principal, interest and a one-time cost of issuance totaling **\$4,781,092**. For comparison purposes, the total cost of issuing five separate series of notes would be **\$4,806,824** (comprised of principal, interest to 1/1/2025, cost of issuance (five times) and the interest on the prior notes from 12/1/2023 to the new issuance date. See Table 2, Column Q).

An estimated net savings to the Okemos Consolidated Drain Drainage District is approximately **\$25,732**.

¹ Interest rate received 10/11/2023 and is preliminary, subject to change.



Conclusion

The first refinancing of the Okemos Notes needs to close by 12/1/2023. By including the other four (4) notes in the refinancing on 12/1/2023, an estimated net savings of \$25,732 could be realized (interest and cost of issuance savings). Using Mercantile Bank's recent bid of 5.10% (13-month note, tax-exempt, and callable at any time) could position the Drain Office with the flexibility to provide a long-term financing solution in 2024 without premium.

One issue that would have to be addressed is the remaining amount of 2023 LTGO pledge capacity. Prior to the refinancing of the next Okemos Note, the remaining 2023 LTGO pledge capacity is \$3,489,100. The proposed consolidated refinancing has a par amount of \$4,517,500. The shortfall of LTGO capacity is \$1,028,400 and could be addressed either by a possible contribution of funds on hand by the Drain Office or by having the Ingham County Board of Commissioners adopt a new resolution increasing the 2023 capacity. Please note that a resolution for the LTGO pledged for 2024 would also need to be adopted soon in advance of a potential refinancing of the Rayner Creek notes (1/29/2024). See the updated Issuance Log of Drain Notes as a reference pertaining to the remaining 2023 LTGO capacity and future 2024 LTGO capacity needs.

Attachments

- Savings Analysis | Base Case versus Alternative Case
- Issuance Log for 2023 and 2024

Ingham County Drain Office
Financing Options for the Okemos Consolidated Drain Drainage Notes

TABLE 1 Okemos Notes Notes Maturing in 2023 & 2024														
A	B	C	D	E	F	G	H	I	J	K	L	M	N = (J + K - M)	M = (J + L - M)
	Original Date of Issuance	Call Date	Maturity Date	Days to Maturity	Days From 12/1/2023 to Maturity	Interest Per Day	Note	Interest Rate	Principal	Interest Due at Maturity	Interest To Call Date (12/1/2023)	Funds on Hand ¹	Cost to Refinance Each Note At Maturity	Cost to Refinance Note At Call (12/1/23)
1	6/1/2022	6/2/2022	12/1/2023	540	0	\$ 54.89	DN22-06	2.47%	\$ 800,000	\$ 29,640.00	\$ 29,640.00	\$ -	\$ 829,640.00	\$ 829,640.00
2	12/29/2021	12/30/2021	12/29/2023	720	28	\$ 15.67	DN21-15	0.94%	\$ 600,000	\$ 11,280.00	\$ 10,841.33	\$ -	\$ 611,280.00	\$ 610,841.33
3	8/9/2022	8/10/2022	2/9/2024	540	68	\$ 110.83	DN22-07	2.66%	\$ 1,500,000	\$ 59,850.00	\$ 52,313.33	\$ -	\$ 1,559,850.00	\$ 1,552,313.33
4	11/30/2022	12/1/2022	5/30/2024	540	179	\$ 112.22	DN22-13	4.04%	\$ 1,000,000	\$ 60,600.00	\$ 40,512.22	\$ -	\$ 1,060,600.00	\$ 1,040,512.22
5	5/4/2023	5/5/2023	11/4/2024	540	333	\$ 84.05	DN23-02	4.90%	\$ 617,500	\$ 45,386.25	\$ 17,398.06	\$ -	\$ 662,886.25	\$ 634,898.06
TOTALS									\$ 4,517,500	\$ 206,756.25	\$ 150,704.95	\$ -	\$ 4,724,256.25	\$ 4,668,204.95

N = (F X G)
Interest from 12/1/23 to Maturity
\$ -
\$ 438.67
\$ 7,536.67
\$ 20,087.78
\$ 27,988.19
\$ 56,051.30

TABLE 2 BASE CASE Traditional Refinancing of Okemos Notes in 2023 & 2024																
A	B	C	D	E	F	G	H	I	J	K	L	M = (J + K + L)	N	O = (J + N + L)	P = TABLE 1 COLUMN N	Q = (O + P)
	New Date of Issuance	Call Date (~6 Months)	Maturity Date (~13 Month)	Days to Maturity	Days to 1/1/2025	Interest Per Day	Note	Interest Rate ²	Principal ³	Interest Due at Maturity	Cost of Issuance ¹	Total P&I + COI to Maturity	Accrued Interest to 1/1/25	Total P + Accrued Interest to 1/1/25 + COI	Prior Note Interest from 12/1/23 to New Issuance Date	Total P + Accrued Interest to 1/1/25 + COI
6	12/1/2023	6/4/2024	1/1/2025	390	390	\$ 113.33	DN23-14	5.10%	\$ 800,000	\$ 44,200.00	\$ 11,000.00	\$ 855,200.00	\$ 44,200.00	\$ 855,200.00	\$ -	\$ 855,200.00
7	12/29/2023	7/2/2024	1/29/2025	390	362	\$ 85.00	DN23-15	5.10%	\$ 600,000	\$ 33,150.00	\$ 11,000.00	\$ 644,150.00	\$ 30,770.00	\$ 641,770.00	\$ 438.67	\$ 642,208.67
8	2/9/2024	8/13/2024	3/7/2025	388	322	\$ 212.50	DN24-03	5.10%	\$ 1,500,000	\$ 82,450.00	\$ 11,000.00	\$ 1,593,450.00	\$ 68,425.00	\$ 1,579,425.00	\$ 7,536.67	\$ 1,586,961.67
9	5/30/2024	11/3/2024	6/30/2025	390	211	\$ 141.67	DN24-07	5.10%	\$ 1,000,000	\$ 55,250.00	\$ 11,000.00	\$ 1,066,250.00	\$ 29,891.67	\$ 1,040,891.67	\$ 20,087.78	\$ 1,060,979.44
10	11/4/2024	5/7/2025	12/4/2025	390	57	\$ 87.48	DN24-12	5.10%	\$ 617,500	\$ 34,116.88	\$ 11,000.00	\$ 662,616.88	\$ 4,986.31	\$ 633,486.31	\$ 27,988.19	\$ 661,474.50
TOTALS									\$ 4,517,500	\$ 249,166.88	\$ 55,000.00	\$ 4,821,666.88	\$ 178,272.98	\$ 4,750,772.98	\$ 56,051.30	\$ 4,806,824.28

TABLE 3 ALTERNATIVE CASE Consolidated Note Issued 12/01/2023; Matures 1/1/2025													
A	B	C	D	E	F	G	H	I	J	K	L	M	N
	Date of Issuance	Call Date	Maturity Date (~13-Months)	Days to Maturity	Interest Per Day		Note	Interest Rate on New Note Issued 12/1/23 ²	Principal ³	Interest Due at Maturity (1/1/2025)	Note Counsel	Placement Agent	Total Principal and Interest at Maturity (1/1/25)
11	12/1/2023	6/1/2024	1/1/2025	390	\$ 639.98		DN23-13	5.10%	\$ 4,517,500	\$ 249,591.88	\$ 9,000.00	\$ 5,000.00	\$ 4,781,091.88

(Table 3 Column N Less Than Table 2 Column P)	
Interest and COI Savings Provided by Consolidated Note	\$ 25,732.40

¹ Preliminary, subject to change and amount of funds on hand with the Drain Office at the time of closing the new Note

² Preliminary, subject to change. Tax-exempt interest rate as of 10/11/2023

³ Preliminary, subject to change

Office of the Ingham County Drain Commissioner
 Issuance Log of Drain Notes
 10/17/2023

DRAIN NOTES ISSUED IN 2023

10/17/2023																		
2023 Note Moniker	Date of Issuance	Title	Maturity Date	Coupon	First Call Date	RFO Distribution Date	RFO Due Date	Drain Award Date	Days Until Maturity	Purpose	Tax Status	Additional Security	Principal	Interest Due at Maturity	Total Due at Maturity	Note Counsel	Purchaser	
DN23-1	2/10/2023	Costigan Drain Drainage District	8/8/2024	4.08%	2/11/2023	N/A	N/A	2/3/2023	296	Refund DN21-8	Tax-Exempt	N/A	\$ 300,000.00	\$ 18,292.00	\$ 318,292.00	Dickinson Wright PLLC	Highpoint Community Bank	
DN23-2	5/4/2023	Okemos Consolidated Drain Drainage District	11/4/2024	4.90%	5/5/2023	4/21/2023	4/25/2023	4/28/2023	384	Refund DN21-10	Tax-Exempt	LTGO	617,500.00	45,386.25	662,886.25	Dickinson Wright PLLC	Mercantile Bank	
DN23-3	5/12/2023	May Maintenance Note	11/12/2024	6.00%	5/13/2023	4/21/2023	4/25/2023	5/3/2023	392	Refund DN21-13 & DN21-14	Taxable	LTGO	2,507,000.00	225,630.00	2,732,630.00	Dickinson Wright PLLC	Mercantile Bank	
DN23-4	8/1/2023	Proctor Drain Drainage District	6/1/2023	4.67%	6/1/2028	7/10/2023	7/20/2023	7/25/2023	3515	New Money	Tax-Exempt	LTGO	620,000.00	154,421.34	774,421.34	Dickinson Wright PLLC	Huntington Public Capital Corporation	
DN23-5	8/11/2023	Costigan Drain Drainage District	9/11/2024	5.30%	2/11/2024	7/24/2023	8/3/2023	8/7/2023	330	New Money	Tax-Exempt	LTGO	900,000.00	51,675.00	951,675.00	Dickinson Wright PLLC	Mercantile Bank	
DN23-6	8/24/2023	August Maintenance Note	2/24/2025	5.95%	8/24/2024	7/31/2023	8/15/2023	8/17/2023	496	New Money	Taxable	LTGO	2,368,200.00	230,899.50	2,599,099.50	Dickinson Wright PLLC	Mercantile Bank	
DN23-7	10/20/2023	September Maintenance Note	4/17/2025	7.10%	N/A	9/12/2023	10/3/2023	10/6/2023	548	Refund DN22-8	Taxable	LTGO	1,498,200.00	158,671.87	1,656,871.87	Dickinson Wright PLLC	Mercantile Bank	
													Issued WITHOUT LTGO:	\$ 300,000.00	\$ 18,292.00	\$ 318,292.00		
													Issued WITH LTGO:	\$ 8,510,900.00	\$ 866,683.96	\$ 9,377,583.96		
													Total Issued:	8,810,900.00	884,975.96	9,695,875.96		

DRAIN NOTES TO BE ISSUED IN 2023

10/17/2023																		
2023 Note Moniker	Date of Issuance	Title	Maturity Date	Coupon	First Call Date	RFO Distribution Date	RFO Due Date	Drain Award Date	Days Until Maturity	Purpose	Tax Status	Additional Security	Principal	Interest Due at Maturity	Total Due at Maturity	Note Counsel	Purchaser	
DN23-8	11/6/2023	Cook and Thorburn Drain Drainage District	5/6/2025	5.10%	5/6/2024	10/3/2023	10/17/2023	10/20/2023	N/A	Refund DN22-1 = \$100K	Tax-Exempt	LTGO	\$ 400,000.00			Dickinson Wright PLLC	Mercantile Bank	
DN23-9	11/6/2023	Hoskins Drain Drainage District	5/6/2025	5.10%	5/6/2024	10/3/2023	10/17/2023	10/20/2023	N/A	Refund DN22-2 = \$200K	Tax-Exempt	LTGO	500,000.00			Dickinson Wright PLLC	Mercantile Bank	
DN23-10	11/6/2023	The Gardens Drain Drainage District	12/4/2024	5.10%	11/7/2023	9/26/2023	10/11/2023	10/16/2023	N/A	Refund DN22-3	Tax-Exempt	LTGO	600,000.00			McIntyre Law Group	Mercantile Bank	
DN23-11	11/6/2023	Wilshire Drain Drainage District	12/4/2024	5.10%	11/7/2023	9/26/2023	10/11/2023	10/16/2023	N/A	Refund DN22-4	Tax-Exempt	LTGO	600,000.00			McIntyre Law Group	Mercantile Bank	
DN23-12	11/12/2022	Towar Gardens and Branches Drain Drainage District	11/30/2023	3.43%	11/2/2022	10/2/2023	10/24/2023	10/27/2023	N/A	Refund DN22-10	Tax-Exempt	LTGO				Dickinson Wright PLLC	Highpoint Community Bank	
DN23-12	12/1/2023	Willow Creek Drain Drainage District	12/18/2025			10/24/2023			N/A	Refund DN22-5	Tax-Exempt	LTGO	300,000.00					
DN23-13	12/1/2023	Okemos Consolidated Drain Drainage District	12/18/2024			10/24/2023			N/A	DN22-7, DN22-13, DN23-2	Tax-Exempt	LTGO	4,517,500.00					
DN23-14	12/14/2023	Frost Drain Drainage District	1/14/2025			11/7/2023			N/A	New Money	Tax-Exempt	LTGO	600,000.00					
Towar Gardens and Branches DDD (DN22-10)													On 10/7/2023 ICDC confirmed Towar Gardens to be paid in full and not rolled.					
													To Be Issued WITHOUT LTGO:	\$ -				
													To Be Issued WITH LTGO:	\$ 7,517,500.00				
													Total To Be Issued:	7,517,500.00				

REMAINING LTGO CAPACITY (UNDER/(OVER) \$15MM) OF DRAIN NOTES ISSUED OR TO BE ISSUED WITH LTGO PLEDGE: **(\$1,028,400.00)**

DRAIN NOTES MATURING IN 2024

10/17/2023																		
2024 Note Moniker	Date of Issuance	Title	Maturity Date	Coupon	First Call Date	RFO Distribution Date	RFO Due Date	Drain Award Date	Days Until Maturity	Purpose	Tax Status	Additional Security	Principal	Interest Due	Total due at Maturity	Note Counsel	Holder of Note	
DN24-1	12/29/2022	Rayner Creek Drain Drainage District	1/29/2024	4.30%	12/30/2022	12/4/2023	1/9/2024	1/12/2024	104	Refund DN22-15	Tax-Exempt	LTGO	\$ 600,000.00	\$ 27,950.00	\$ 627,950.00	McIntyre Law Group	Mercantile Bank	
DN24-2	12/29/2022	Rayner Creek Drain Drainage District	1/29/2024	4.30%	12/30/2022	12/4/2023	1/9/2024	1/12/2024	104	Refund DN22-16	Tax-Exempt	LTGO	\$ 1,000,000.00	\$ 46,583.33	\$ 1,046,583.33	McIntyre Law Group	Mercantile Bank	
DN24-3	8/9/2022	Okemos Consolidated Drain Drainage District	2/9/2024	2.66%	8/10/2022	12/11/2023	1/16/2024	1/19/2024	115	Refund DN22-7	Tax-Exempt	LTGO	\$ 1,500,000.00	\$ 59,850.00	\$ 1,559,850.00	Dickinson Wright PLLC	Highpoint Community Bank	
DN24-4	10/31/2022	October Maintenance Note	4/30/2024	2.84%	11/1/2022	3/11/2024	4/9/2024	4/12/2024	196	Refund DN22-9	Tax-Exempt	LTGO	\$ 639,000.00	\$ 27,221.40	\$ 666,221.40	Dickinson Wright PLLC	Highpoint Community Bank	
DN24-5	11/18/2022	Boiler Drain Drainage District	5/16/2024	3.64%	11/19/2022	4/1/2024	4/23/2024	4/26/2024	212	Refund DN22-11	Tax-Exempt	LTGO	\$ 300,000.00	\$ 16,319.33	\$ 316,319.33	Dickinson Wright PLLC	Highpoint Community Bank	
DN24-6	11/18/2022	Mud Creek Drain Drainage District	5/16/2024	3.64%	11/19/2022	4/1/2024	4/23/2024	4/26/2024	212	Refund DN22-12	Tax-Exempt	LTGO	\$ 300,000.00	\$ 16,319.33	\$ 316,319.33	Dickinson Wright PLLC	Highpoint Community Bank	
DN24-7	11/30/2022	Okemos Consolidated Drain Drainage District	5/30/2024	4.04%	12/1/2022	4/8/2024	5/7/2024	5/10/2024	226	Refund DN22-13	Tax-Exempt	LTGO	\$ 1,000,000.00	\$ 40,600.00	\$ 1,060,600.00	Dickinson Wright PLLC	Highpoint Community Bank	
DN24-8	11/30/2022	Costigan Drain Drainage District	5/30/2024	4.04%	12/1/2022	4/8/2024	5/7/2024	5/10/2024	226	Refund DN22-14	Tax-Exempt	LTGO	\$ 500,000.00	\$ 30,300.00	\$ 530,300.00	Dickinson Wright PLLC	Highpoint Community Bank	
DN24-9	12/22/2022	December Maintenance Note	6/21/2024	4.02%	12/23/2022	5/6/2024	5/28/2024	5/31/2024	248	Refund DN22-17	Tax-Exempt	LTGO	\$ 443,100.00	\$ 26,669.45	\$ 469,769.45	Dickinson Wright PLLC	Highpoint Community Bank	
DN24-10	2/10/2023	Costigan Drain Drainage District	8/8/2024	4.08%	2/11/2023	6/17/2024	7/16/2024	7/19/2024	296	Refund DN23-1	Tax-Exempt	LTGO	\$ 300,000.00	\$ 18,292.00	\$ 318,292.00	Dickinson Wright PLLC	Highpoint Community Bank	
DN24-11	8/11/2023	Costigan Drain Drainage District	9/11/2024	5.30%	2/11/2024	7/29/2024	8/20/2024	8/23/2024	330	Refund DN23-5	Tax-Exempt	LTGO	\$ 900,000.00	\$ 51,675.00	\$ 951,675.00	Dickinson Wright PLLC	Mercantile Bank	
DN24-12	5/4/2023	Okemos Consolidated Drain Drainage District	11/4/2024	4.90%	5/5/2023	9/30/2024	10/22/2024	10/25/2024	384	Refund DN23-2	Tax-Exempt	LTGO	\$ 617,500.00	\$ 45,386.25	\$ 662,886.25	Dickinson Wright PLLC	Mercantile Bank	
DN24-13	5/12/2023	May Maintenance Note	11/12/2024	6.00%	5/13/2023	9/23/2024	10/15/2024	10/18/2024	392	Refund DN23-3	Taxable	LTGO	\$ 2,507,000.00	\$ 225,630.00	\$ 2,732,630.00	Dickinson Wright PLLC	Mercantile Bank	
													Total Amount Maturing in 2024:	\$ 10,606,600.00	\$ 652,796.09	\$ 11,259,396.09		
													Okemos Consolidated Drain Drainage Notes Which May be Refinanced in 2023:	\$ 3,117,500.00				

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION PLEDGING FULL FAITH AND CREDIT TO
ADDITIONAL 2023 DRAINAGE DISTRICT NOTES

Resolution # _____

Minutes of a regular meeting of the Board of Commissioners of Ingham County, Michigan, held in the County on _____, 2023, at _____ p.m., local time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

The following resolution was offered by Commissioner _____ and supported by Commissioner _____:

WHEREAS, pursuant to a petition filed with the Drain Commissioner of the County of Ingham, State of Michigan (the "Drain Commissioner"), proceedings have been taken under the provisions of Act 40, Public Acts of Michigan, 1956, as amended (the "Act") to establish drainage districts in the County of Ingham (the "County"); and

WHEREAS, in certain drainage districts petitions have been filed with the Drain Commissioner for the making of certain improvements to the drains located in the drainage districts (the "Petition Projects"), which are being undertaken by the drainage district having jurisdiction over the drain; and

WHEREAS, the drainage districts are obligated to inspect, repair, and maintain the drains under their jurisdiction (the "Maintenance Projects"); and

WHEREAS, the Petition Projects and the Maintenance Projects (together, the "Projects") are necessary for the protection of the public health; and

WHEREAS, in order to provide funds to pay preliminary costs of the Petition Projects, to pay a portion of the costs of the Maintenance Projects, and to refinance notes previously issued to provide funds to pay costs of the Projects, it is necessary for the drainage districts to issue notes from time to time pursuant to Section 434 of the Act; and

WHEREAS, the principal of and interest on notes issued for Petition Projects will be payable from bonds to be issued by the drainage districts constructing the Petition Projects to provide the permanent financing for the Petition Projects (the "Bonds"); and

WHEREAS, the principal of and interest on notes issued for Maintenance Projects will be payable from special assessments levied against benefitted properties and public corporations for the maintenance of the drains; and

WHEREAS, the Drain Commissioner, in consultation with professionals engaged by the drainage districts, has analyzed the Petition Projects and informed the County that the drainage districts' ability to issue the Bonds and their ability to levy special assessments for the payment of interim costs of the Petition Projects provide the drainage districts with sufficient powers to raise funds to pay the principal of and interest on notes issued for Petition Projects; and

WHEREAS, the Drain Commissioner, in consultation with professionals engaged by the drainage districts, has analyzed the Maintenance Projects and informed the County that the drainage districts' ability to levy special assessments for the payment of the costs of the Maintenance Projects provide the drainage districts with sufficient powers to raise funds to pay the principal of and interest on notes issued for Maintenance Projects; and

WHEREAS, this Ingham County Board of Commissioners (the "Board") has previously adopted Resolution #23-169 pledging the limited tax full faith and credit of the County to notes that may be issued by drainage districts in calendar year 2023 in an amount not to exceed \$15,000,000 (the "Prior Pledged Amount"); and

WHEREAS, the Drain Commissioner, in consultation with professionals engaged by the drainage districts has determined that significant savings can be achieved by refinancing certain notes maturing in 2024, together with notes maturing in 2023, in one note issue to be issued in 2023; and

WHEREAS, in order to achieve such savings the Drain Commissioner deems it advisable and necessary to request that this Board adopt a resolution pledging the limited tax full faith and credit of the County to an additional amount of notes that may be issued by drainage districts in calendar year 2023; and

WHEREAS, the Board may, by resolution adopted by a majority vote of two-thirds of the members of the Board, pledge the full faith and credit of the County for the prompt payment of the principal of and interest on notes issued pursuant to Section 434 of the Act; and

WHEREAS, the Drain Commissioner has informed the County that the pledge of the full faith and credit of the County to the notes is necessary to enable the drainage districts to continue to design, acquire and construct the Petition Projects and to pay the costs of the Maintenance Projects; and

WHEREAS, the Drain Commissioner recommends that the Board adopt a resolution to pledge the full faith and credit of the County for the prompt payment of the principal of and interest on notes issued in calendar year 2023 in an amount not to exceed \$1,500,000 in addition to the Prior Pledged Amount.

NOW, THEREFORE, IT IS RESOLVED as follows:

1. The County pledges its full faith and credit for the prompt payment of the principal of and interest on any notes issued by County drainage districts pursuant to Section 434 of the Act in calendar year 2023 in the aggregate principal amount of not to exceed \$1,500,000, in addition to the Prior Pledged Amount, and on notes issued thereafter to refinance these notes (the "Notes"). In the event that Bonds are not issued on or before the date on which the principal of and interest on the Notes are due or in the event that moneys are not available to the drainage districts on the date the principal of and interest on Notes are due, the County shall immediately advance sufficient moneys from County funds, as a first budget obligation, to pay the principal of and interest on any of the Notes when due. The County shall, if necessary, levy a tax on all taxable property in the County, to the extent other available funds are insufficient to pay the principal of and interest on the Notes when due. The ability of the County to levy taxes to pay the principal of and interest on the Notes shall be subject to constitutional and statutory limitations on the taxing power of the County. The Notes may be issued in one or more Note issues.

2. In the event that, pursuant to said pledge of full faith and credit, the County advances County funds to pay any part of the principal of and interest due on a Note, the County shall take all actions and proceedings and pursue all remedies permitted or authorized by law for the reimbursement of such sums so paid.

3. The Chairperson of the Board, the County Controller/Administrator, the County Clerk, the County Treasurer, the County Finance Director, and any other official of the County, or any one or more of them, are authorized and directed to take all actions necessary or desirable for the issuance of the Notes and to execute any documents or certificates necessary to complete the issuance of the Notes, including, but not limited to, any applications including the Michigan Department of Treasury, Application for State Treasurer's Approval to Issue Long-Term Securities, any waivers, certificates, receipts, orders, agreements, instruments, and any certificates or other documents relating to federal or state securities laws, rules, or regulations and to sign such documents and give any approvals necessary therefor.

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

YEAS: Commissioners _____

NAYS: Commissioners _____

ABSTAIN: Commissioners _____

COUNTY SERVICES:

Yeas: _____

Nays: _____ **Absent:** _____ **Approved:** _____

FINANCE:

Yeas: _____

Nays: _____ **Absent:** _____ **Approved:** _____

RESOLUTION DECLARED ADOPTED.

Barb Byrum, Clerk
County of Ingham

CERTIFICATION

I, Barb Byrum, the duly qualified and acting Clerk of Ingham County, Michigan (the "County") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners at a meeting held on _____, 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended.

Date: _____, 2023

Barb Byrum, Clerk
County of Ingham

TO: Law & Courts, County Services and Finance Committees
FROM: Annette Ellison, Deputy Court Administrator
DATE: October 24, 2023
SUBJECT: RESOLUTION AUTHORIZING STAFFING ADJUSTMENT AT THE YOUTH CENTER

For Meeting Agendas: November 2, 2023- Law and Courts
November 7, 2023 – County Services
November 8, 2023 – Finance

BACKGROUND

Over the last few years, the Youth Center has experienced a significant increase in older, more dangerous youth charged with more serious offenses, who have more acute mental health concerns and whose stay in detention has become increasingly longer. In addition to the changes in the demographics of the juvenile population, the On-Call Juvenile Detention Development staff pool dramatically depleted and as with most job industries, the secure setting juvenile justice profession has seen a significant decline in experienced applicants. These current pressures have exacerbated the safety of both juveniles and staff.

The Youth Center currently has five Shift Supervisors who are responsible for managing day-to-day operations and 24-hour, seven days a week coverage year-round. Traditionally, in addition to providing coverage for the facility, Shift Supervisors have been assigned specific administrative tasks in order to assist the Director in maintaining overall operations of the facility.

Given the current pressures of the Youth center, both the Shift Supervisors and Director are required to provide more time and attention to matters and tasks for daily operations that interfere with efficient completion of the administrative tasks for overall facility functioning. The administrative task that is in greatest need, involves staff recruitment, hiring, support, and training.

Therefore, the Juvenile Division proposes adding a Shift Supervisor position at the Youth Center. The additional Shift Supervisor would be assigned to the Training and Professional Development Division of the Youth Center, and specifically have the sole responsibilities of: (1) Recruiting On-Call Juvenile Detention Development Specialist positions; (2) Interviewing and making hiring recommendations to the Director; (3) Designing training programs and onboarding process for new hires; (4) Scheduling and training staff according to the administrative rules for Court Operated Facilities; (5) Record keeping for staff training hours and assisting Director with Licensing audit and matters; (6) Assisting the Director in writing resolutions and obtaining contracts related to staff training and professional development; (7) Assist Youth Center management team in corrective action matters in which determinations may require staff training and consultation; (8) Provide staff support as requested by the staff and/or members of the Youth Center management team; and (9) Assist with training of community partners (i.e. volunteers, medical, and educational staff) on Youth Center programming, policies, and procedures.

This structure is in line with other detention facilities throughout the state. The additional Supervisor (MCF 10 Step 5) would cost the county an additional \$170,969, which includes salary and personnel expenses. The position is funded by the Juvenile Justice Millage and is eligible for 50% Child Care Fund reimbursement. Therefore, the actual transfer in of Juvenile Justice Millage to support the position is only \$85,484.68.

Funds to support the increase to the Youth Center Salaries and Wages line item will come from the Juvenile Justice Millage.

Effective October 1, 2023, the Juvenile Division expects roughly \$1.7 million of additional Child Care Fund reimbursement due to recent legislation, which reimburses courts at 75% for in-home care programs. This is an increase from the 50% previously reimbursed. Of this total amount, \$502,005 would be General Fund dollars and over \$1.2 million would be Juvenile Justice Millage dollars. Receiving additional reimbursement from the state, would reduce the amount of funds transferred in to support the Juvenile Division's operating budget.

ALTERNATIVES

An alternative would be to add a Deputy Director position to the Youth Center, however, through consulting with Human Resources, it was decided that adding a Shift Supervisor would be the more fiscally prudent decision.

FINANCIAL IMPACT

Effective October 1, 2023, the Juvenile Division expects roughly \$1.7 million of additional Child Care Fund reimbursement due to recent legislation, which reimburses courts at 75% for in-home care programs. This is an increase from the 50% previously reimbursed. Of this total amount, \$502,005 would be General Fund dollars and over \$1.2 million would be Juvenile Justice Millage dollars. Receiving additional reimbursement from the state, would reduce the amount of funds transferred in to support the Juvenile Division's operating budget.

STRATEGIC PLANNING IMPACT

Attract and retain employees who value public service and support employee training and professional development.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

Authorize the addition of a Shift Supervisor position at the Youth Center.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A STAFFING ADJUSTMENT AT THE YOUTH CENTER

WHEREAS, over the last few years, the Youth Center has experienced a significant increase in older, more dangerous youth charged with more serious offenses, who have more acute mental health concerns and whose stay in detention has become increasingly longer; and

WHEREAS, in addition to the changes in the demographics of the juvenile population, the On-Call Juvenile Detention Development staff pool dramatically depleted and as with most job industries, the secure setting juvenile justice profession has seen a significant decline in experienced applicants; and

WHEREAS, the Youth Center currently has five Shift Supervisors who are responsible for managing day-to-day operations and 24-hour, seven days a week coverage year-round; and

WHEREAS, in addition to providing coverage for the facility, Shift Supervisors have been assigned specific administrative tasks in order to assist the Director in maintaining overall operations of the facility; and

WHEREAS, given the current pressures of the Youth Center, both the Shift Supervisors and Director are required to provide more time and attention to matters and tasks for daily operations that interfere with efficient completion of the administrative tasks for overall facility functioning; and

WHEREAS, the administrative task that is in greatest need involves staff recruitment, hiring, support, and training; and

WHEREAS, effective October 1, 2023, the Juvenile Division expects roughly \$1.7 million of additional Child Care Fund reimbursement due to recent legislation; and

WHEREAS, receiving the additional reimbursement from the state, would reduce the amount of funds transferred in to support the Juvenile Division's operating budget; and

WHEREAS, due to the recent legislation the Juvenile Division is able to leverage Juvenile Justice Millage funds to support the increase in the Youth Center's Salaries and Wages line item; and

WHEREAS, the addition of a Youth Center Shift Supervisor position is supported by the Controller and Human Resources; and

WHEREAS, the Juvenile Division recommends that the Board of Commissioners authorize the staffing addition at the Youth Center.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes amending the 2023/2024 Child Care Fund contract with the addition of one (1) Shift Supervisor position (MCF 10 Step 5) at the Ingham County Youth Center, with a net increase of \$170,969 in personnel expenses with a corresponding

increase of revenues from the Juvenile Justice Millage in the amount of \$85,484.68 and from the State Child Care Fund in the amount of \$85,484.68 effective November 5, 2023.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Controller/Administrator to make the necessary budget adjustments and Position Allocation List amendments in the Circuit Court 2023/24 Child Care Fund Budget.

Agenda Item 5

TO: Board of Commissioners County Services Committee
FROM: Barb Davidson, Director 9-1-1
DATE: October 29, 2023
SUBJECT: Authorization to start an employee above Step 2

For the meeting agenda of County Services on November 7, 2023

BACKGROUND

The interview process for a new night shift Staff Services Manager at the Ingham County 9-1-1 Center has concluded with the selection of a candidate to fill the position. The chosen candidate is a previous Ingham County 9-1-1 Center employee who brings 9-1-1 experience including four years of supervisory experience and training coordinator experience with her ENP (Emergency Numbers Professional) certification. This is a candidate with unique qualifications whose skills would greatly benefit us.

Section B, 6 of the Managerial and Confidential Employee Personnel Manual allows that a new Manager of the Confidential Employee group may be started above Step 2 of the appropriate grade at the discretion of the County Services Committee.

ALTERNATIVES

If this increase in starting pay is not extended, the applicant may still accept the position but may also be inclined to seek or look for employment elsewhere. The other option is that we would miss out on the staffing opportunity with this candidate and resume our candidate search.

FINANCIAL IMPACT

The position being filled has been open and is fully funded by the 9-1-1 Emergency Telephone Dispatch Services 9-1-1 fund.

RECOMMENDATION

Based on the knowledge, skills, and experience of the selected candidate and in efforts to remain competitive in this challenging time of hiring, I respectfully recommend the Committee allow the selected night shift Staff Services Manager candidate to begin at Grade 11, Step 3 of the MCF scale.

Agenda Item 6a

TO: Board of Commissioners County Services Committee
FROM: Tim Morgan, Parks Director
DATE: October 24, 2023
SUBJECT: Emergency Purchase for tractor repair – Lake Lansing Parks
For the meeting agenda of November 7, 2023 County Services

This memo is to inform you of an emergency purchase approved by the Controller's Office and Purchasing that was made prior to receiving approval from the County Services Committee.

Lake Lansing Park tractor needed unforeseen significant repairs. The quote received from Hutson, Inc. for the repairs was \$9,230.64.

Funds for the tractor repairs are available in the Ingham County Parks 208 fund balance.

The Budget Department will need to transfer \$\$9,230.64 into line item 208-75200-932000.

The Controller, Purchasing Director, and I approved this purchase.

Agenda Item 6b

TO: Board of Commissioners County Services Committee
FROM: Tim Morgan, Parks Director
DATE: October 24, 2023
SUBJECT: Emergency Purchase of hazardous tree removal at Lake Lansing North
For the meeting agenda of November 7, 2023 County Services

This memo is to inform you of an emergency purchase approved by the Controller's Office and Purchasing that was made prior to receiving approval from the County Services Committee.

Lake Lansing North needed to have some hazardous trees removed. We believe several of these were a result of the storm late this summer. The quote received from Clark Tree Service for the removal of trees was \$5,100.00.

Funds for the removal of trees are available in the Ingham County Parks 208 fund balance.

The Budget Department will need to transfer \$5,100.00 into line item 208-75500-818000 (Lake Lansing Contractual Services).

The Controller, Purchasing Director, and I approved this purchase.

Agenda Item 7

TO: Board of Commissioners Human Services, County Services, and Finance Committees
FROM: Adenike Shoyinka, MD, MPH, Medical Health Officer
DATE: October 13, 2023
SUBJECT: Authorization to Convert a 0.5 Disease Control Nurse position into 1.0 FTE Disease Control Lead position
For the Meeting Agenda of October, 2023

BACKGROUND

Ingham County Health Department (ICHD) wishes to convert the permanent part-time .5 FTE Disease Control Nurse Position (Position #601398) into a permanent 1.0 FTE Disease Control Lead effective upon approval in an amount not to exceed \$63,860. This conversion will enable the Disease Control Lead to provide direct supervision and enhanced support to 4.0 FTE Disease Control nurses. The Disease Control Lead will oversee a team of Communicable Disease (CD) control nurses, will ensure that program requirements are being met, will help to develop protocols and standard operating procedures, and will provide guidelines for joint work. The Disease Control lead will also assist in pursuing, planning, and implementing the communicable disease control grants to advance issues concerning communicable disease public health issues while ensuring that the CD Division collaborates both within ICHD as well as with external community partners. This conversion will allow ICHD’s CD Division to increase their capacity, to better prepare for public health responses to emerging/re-emerging communicable diseases and to epidemics and pandemics and will allow CD to work toward better health outcomes for our community. This change will allow for uniformity across various divisions with similar organizational structure and job duties working within the public health services branch at ICHD (e.g. Health Promotion & Prevention, Environmental Health, and Maternal Child Health. This conversion has been reviewed and approved by the Ingham County Human Resources Department and the Union-Michigan Nurses Association (MNA).

ALTERNATIVES

If the position is left unchanged, ICHD will fail to address inadequate staffing capacity, operational needs, talent retention, increasing demands due to emerging and re-emerging infectious diseases, and the lessons learned from the severe impact of the recent outbreaks including COVID-19, Mpox, Ebola, and Avian influenza. This position unchanged could also jeopardize ICHD’s continuing efforts to ensure that we are operating with best practices and the highest standards of care.

FINANCIAL IMPACT

Position #601398 (part-time .5 FTE Disease Control Nurse) is currently an MNA 3 with a salary range of \$65,711.91 - \$78,904.02. This conversion will increase the position to an MNA 4 with a salary range of \$68,792.79 - \$82,597.42 and will rename the position as Disease Control Lead.

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
MNA 3	\$65,711.91	\$68,782.32	\$71,997.16	\$75,362.01	\$78,904.02
MNA 4	\$68,792.79	\$72,008.72	\$75,370.10	\$78,889.62	\$82,597.43

	MNA	
	Grade 4 - Step 5	
	1 FTE	
Salary	82,597	
Unemployment	413	
FICA	6,319	
Health Insurance		25,038.24
Dental Insurance		936
Vision Insurance		134
Retiree Chargeback		3,585
Retiree Trust		3,717
Separation Buyout		1,652
Retirement		14,967
Retirement - hybrid		826
Workers Comp		405
Disability		107
Life		120
Total Fringe		58,218
Total Salaries and Fringe		140,816.00

The financial impact of this conversion will be covered by grant/general revenue funds.

STRATEGIC PLANNING IMPACT

This resolution supports the long-term objective of Promoting Accessible Healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize converting position #601398, currently a 5 FTE Disease Control Nurse into a permanent 1.0 FTE Disease Control Lead, effective upon approval in an amount not to exceed \$63,860.

DATE: September 15, 2023
TO: Sumeer Qurashi, Communicable Disease Control Director
FROM: Joan Clous, Human Resources Generalist- Labor & Employee Specialist
SUBJECT: Memo of Analysis for the creation of a position in the Health Department.

Per your request, Human Resources has reviewed the job description submitted by the health department.

There will be a newly created position which will be titled Disease Control Lead and is placed within the MNA unit at a level 4 with a with a salary range of \$68,792.79 to \$82,597.43.

Please use this memo as acknowledgement of Human Resources' participation and analysis of your proposed reorganization. You are now ready to complete the next step in the process: contact Budgeting, prepare a memo for discussion and prepare a resolution for Board approval.

If I can be of further assistance, please email or call me 887-4374.

Disease Control Lead

General Summary:

Under the supervision of the Director of Communicable Disease, provides leadership, supervision, direction, and coordination of the professional nursing staff in the Disease control unit. Develops protocols, standard operating procedures, updates guidelines and implements the standards set forth by the Center for Disease Control (CDC) and the Michigan Department of Community Health (MDCH) related to communicable disease control. Assists in planning and implementation of communicable disease control grants. Identifies and pursues grant opportunities to enhance and/or advance issues concerning communicable disease public health issues. Acts as a liaison between the program and various community partners, actively engaging community partners to promote communicable disease control education and prevention.

Essential Functions:

- Leads a team of Communicable Disease Control nurses conducting investigation, monitoring, case management of reportable diseases such as measles, hepatitis, and tuberculosis... etc. Assigns duties including assignment of projects, reviewing assignments and evaluation outcomes, encouraging employee development, training, schedules staff.
- Approves leave time and travel requests, timesheets, accessing technology, and on-boarding and supporting staff.
- Reviews records in order to identify gaps and provides guidance to Communicable Disease Investigative staff for improving case investigation techniques and strategies.
- Oversees staff performance and develops performance improvement plans as necessary. Facilitates case consultation across disciplines.
- Works with the program staff to annually update, review and present updated disease control guidelines/ protocols and procedures for the program in accordance with the local, state, and federal standards.
- Updates forms, manuals, reports, and documentation annually. Ensures adherence to the Public Health Code and accepted standards of practice. Runs routine QA reports on a variety of diseases, review output and address data issues.
- Assists in conducting case investigation/case management related activities. Oversees outbreak investigations. Plans, organizes, and implements communicable disease and outbreak investigations.
- Collaborates with community agencies on issues involving Communicable Disease control and prevention.
- Serves on agency and community committees to provide information on Communicable Disease, coordinating communicable disease meetings that include relevant stakeholders.
- Ensures the client records are kept confidential and meet department and HIPPA standards.
- Responds to complaints of person reported as "health threats to others." Collaborates with multiple entities to monitor client compliance and follow up.
- Monitors and tracks data on CD statistics, reviewing trends of disease and data to ensure communicable disease reporting process that meets the needs of the department and is in compliance with all state and federal requirements.
- Participates in planning, developing, administering, and monitoring of program services, setting goals to ensure conformance with the goals and objectives of the department and minimum program requirements set by state and federal standards, policies, and guidelines.
- Identify and pursue grant opportunities for the Disease Control Program that will enhance or advance public health issues. Assists in planning and implementation of communicable disease control grants such as Case investigation/IPC /Immunizations grants.

Other Functions:

- Performs other duties as required.
- Must adhere to departmental standards in regard to HIPAA and other privacy issues.
- During a public health emergency, the employee may be required to perform duties similar to but not limited to those in his/her job description.

(An employee in this position may be called upon to do any or all of the above tasks. These examples do not include all of the tasks which the employees may be expected to perform.)

Employment Qualifications:**Education:**

Possession of a Bachelor's degree in Nursing, public health, health care or a related field. Bachelor's degree in Nursing is preferred.

Experience:

A minimum of three years of professional experience, preferably in communicable disease control program or public health setting. Previous experience supervising or being a team lead is highly preferred.

Other Requirements: Possession of a current license to practice as a Registered Nurse in the State of Michigan.

(The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria)

Physical Requirements:

- Ability to travel throughout the county.
- Ability to climb stairs to access clients and conduct field investigations.
- Ability to carry audio/visual aids needed to make presentations.
- Ability to access office files.

(This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the requirements listed above. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements.)

Working Conditions:

- Works in office and clinic conditions
- Travels to other locations in the area to conduct investigations and attend meetings.

Position Costs Analysis Cost of MNA Grade 4 Position for FY24

MNA
Grade 4 - Step 5
1 FTE

Salary	82,597
Unemployment	413
FICA	6,319
Health Insurance	25038.24
Dental Insurance	936
Vision Insurance	134
Retiree Chgbk	3,585
Retiree Trust	3,717
Separation Buyout	1,652
Retirement	14,967
Retirement - hybrid	826
Workers Comp	405
Disability	107
Life	<u>120</u>
Total Fringe	58,218
Total Salaries and Fringe	140,816

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO CONVERT POSITION #601398 FROM A .5 FTE DISEASE CONTROL NURSE TO A 1.0 FTE DISEASE CONTROL LEAD

WHEREAS, Ingham County Health Department (ICHD) wishes to convert the .5 FTE Disease Control Nurse Position (Position #601398) into a permanent 1.0 FTE Disease Control Lead effective upon approval; and

WHEREAS, this conversion will enable the Disease Control Lead to provide direct supervision and enhanced support to 4.0 FTE Disease Control nurses; and

WHEREAS, the Disease Control Lead will oversee a team of Communicable Disease (CD) control nurses, will ensure that program requirements are being met, will help to develop protocols and standard operating procedures, and will provide guidelines for joint work; and

WHEREAS, the Disease Control lead will also assist in pursuing, planning, and implementing the communicable disease control grants to advance issues concerning communicable disease public health issues, while ensuring that the CD Division collaborates both within ICHD as well as with external community partners; and

WHEREAS, this conversion will also allow ICHD's CD Division to increase their capacity, to better prepare for public health responses to emerging/re-emerging communicable diseases, epidemics, and pandemics, and will allow CD to work toward better health outcomes for our community; and

WHEREAS, changing this position to full-time will improve recruitment and retention and program development; and

WHEREAS, this conversion will allow for uniformity across various units with similar organizational structure and job duties working within the Public health services branch at ICHD (e.g. Health Promotion & Prevention, Environmental Health, Maternal Child Health); and

WHEREAS, this conversion has been reviewed and approved by the Ingham County Human Resources Department and the Union-Michigan Nurses Association (MNA); and

WHEREAS, position #601398 (a part-time .5 FTE Disease Control Nurse), is currently an MNA 3 (\$65,711.91 - \$78,904.02) and would be increased to an MNA 4 (\$68,792.79 - \$82,597.42) position and renamed Disease Control Lead; and

WHEREAS, the financial impact of this conversion will be covered by grant/general revenue funds; and

WHEREAS, the Medical Health Officer respectfully recommends that the Ingham County Board of Commissioners authorizes converting position #601398 from a .5 FTE Disease Control Nurse (MNA 3) to a permanent 1.0 FTE Disease Control Lead (MNA 4), effective upon approval.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes converting position #601398 from a .5 FTE Disease Control Nurse (MNA 3) to a permanent 1.0 FTE Disease Control Lead (MNA 4), effective upon approval.

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

Agenda Item 8

TO: Board of Commissioners County Services & Finance Committees
FROM: Deb Fett, Chief Information Officer
DATE: October 17, 2023
SUBJECT: Cisco SMARTnet Support Renewal

BACKGROUND

Ingham County has several network switches that are key to our infrastructure. Although they came with support when purchased, support for these devices starts to expire on November 10, 2023. Since these are critical for connecting our servers in our datacenter for users across the County, it is imperative that we keep it covered by a service and support agreement.

ALTERNATIVES

The only alternative to continuing to purchase support is to accept the risk of downtime from a hardware failure.

FINANCIAL IMPACT

The funding for this support renewal will come from the County's Innovation and Technology Department's Network Hardware fund #636-25810-932032.

STRATEGIC PLANNING IMPACT

This resolution supports strategy D2 of the Strategic Action Plan – Annually budget for Countywide IT projects including updates to existing software applications.

OTHER CONSIDERATIONS

Pricing from the recommended vendor is off the competitively bid NASPO contract (NVP #AR3227).

RECOMMENDATION

Based on the information presented, I respectfully recommend approval to renew our hardware support agreement for a term of one year through Sentinel Technologies in the amount of \$43,264.00.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE THE SUPPORT RENEWAL FOR HARDWARE FROM
CISCO SYSTEMS**

WHEREAS, Ingham County has several network switches that are key to our infrastructure; and

WHEREAS, annual maintenance is required to maintain the hardware that connects servers; and

WHEREAS, the existing maintenance and support contracts begin to expire on November 10, 2023; and

WHEREAS, the payment totaling \$43,264 for one year of support will provide support through November 30, 2024.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the purchase of support from Cisco Systems through Sentinel Technologies in the amount not to exceed \$43,264.

BE IT FURTHER RESOLVED, that the total cost will be paid from the Innovation and Technology's Network Hardware Fund (#636-25810-932032).

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

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

Agenda Item 9a

TO: County Service and Finance Committees
FROM: Glen Canning, Facilities Director
DATE: October 26, 2022
SUBJECT: Human Services Building Backflow Preventer

This memo is to inform you of an emergency purchase order that was made prior to receiving approval from the County Service and Finance Committees.

The backflow preventer at the Human Services Building is not up to code per the Lansing Board of Water and Light and the water to the building was threatened to be shut off due to not being in compliance. Therefore an emergency purchase order was issued to Boynton Fire Safety Services for the replacement of the backflow preventer to bring the building to be in compliance with code. The cost to replace the backflow preventer is \$16,500.

Funds for this purchase are available in Line Item 631-23304-931000

Both the Controller and Purchasing Director approved this purchase.

Respectfully,

Glenn Canning
Facilities Director

Agenda Item 9b

TO: Board of Commissioners, County Services & Finance Committees
FROM: Glenn Canning, Facilities Director
DATE: October 24, 2023
RE: Resolution to Authorize a Purchase Order to Lansing Glass Co. to Replace the Doors and Windows at the Public Entrance to Tri-County Office on Aging at the Humans Services Building

For the meeting agendas of: November 7 & 8

BACKGROUND

The public entrance doors to the Tri-County Office on Aging (TCOA) are rotting and have become a security risk.

A request for proposals was conducted by the Purchasing Department, proposals were solicited from qualified vendors. Lansing Glass Co., a local vendor submitted the lowest responsive and responsible proposal of \$19,929 to replace the doors and surrounding windows. We are requesting a contingency of \$1,992 for any unforeseen circumstances, for a not to exceed amount of \$21,921

ALTERNATIVES

The alternative would be to not approve leaving the security risk as well as the potential for the doors to fail.

FINANCIAL IMPACT

Funds are available in the approved 2023 CIP line item #245-60199-931000-23F07.

Project	Beginning Balance	Current Balance	Requested Amount	Remaining Balance
245-60199-931000-23F07	\$32,000	\$32,000	\$21,921	\$10,079
Pub. Impv. Fund				

OTHER CONSIDERATIONS

There are no other considerations that we are aware of at this time.

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support a purchase order to Lansing Glass Co. to replace the doors and windows at the public entrance to TCOA at the Human Services Building.

TO: Glenn Canning, Facilities Director

CC: Joel Hathon, Project Manager

FROM: James Hudgins, Director of Purchasing

DATE: October 17, 2023

RE: Memorandum of Performance for RFP No. 206-23 Entrance Doors and Side Windows Replacement at the Human Services Building (HSB).

Per your request, the Purchasing Department sought proposals from qualified and experienced contractors to enter into a contract for the purpose of replacing the entrance doors and side windows on the north end of the HSB.

The scope of work includes, but is not limited to, providing labor and materials for removing the existing front doors and side windows to door #1 including the threshold; and, installing new energy efficient aluminum doors and side windows to match the existing appearance as well as improving security features.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	109	21
Vendors responding	2	1
Vendors unresponsive (bid bond not submitted)	2	1

A summary of the vendors’ costs is located on the next page.

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.

SUMMARY OF VENDORS' COSTS

Vendor Name	Local Preference	Total Bid
Lansing Glass Co.	Yes, Lansing MI	\$19,929.00
Traverse City Glass Co.	No, Traverse City MI	\$28,290.00

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO LANSING GLASS CO.
TO REPLACE THE DOORS AND WINDOWS AT THE PUBLIC ENTRANCE TO
TRI-COUNTY OFFICE ON AGING AT THE HUMAN SERVICES BUILDING**

WHEREAS, the public entrance doors to the Tri-County Office on Aging (TCOA) are rotting and have become a security risk; and

WHEREAS, proposals from qualified vendors were solicited by the Purchasing Department; and

WHEREAS, the Facilities Department recommends a purchase order to Lansing Glass Co., a local vendor who submitted the lowest responsive and responsible proposal of \$19,929 to replace the doors and windows at the public entrance to TCOA at the Human Services Building; and

WHEREAS, the Facilities Department is requesting a contingency of \$1,992 for any unforeseen circumstances; and

WHEREAS, funds are available in the approved 2023 CIP line item #245-60199-931000-23F07 which has a balance of \$32,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a purchase order to Lansing Glass Co., 330 Baker Street, Lansing, Michigan 48910, to replace the doors and windows at the public entrance to TCOA at the Human Services Building for an amount not to exceed \$21,921 which includes a \$1,992 contingency.

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

TO: Board of Commissioners, County Services & Finance Committees

FROM: Glenn Canning, Facilities Director

DATE: October 24, 2023

RE: Resolution to Authorize an Agreement with Trane U.S. Inc., for the Split HVAC Unit in the Animal Control Garage

For the meeting agendas of: November 7 & 8

BACKGROUND

The garage at the Animal Control needs to be climate controlled to meet the Michigan Department of Agricultural and Rural Development (MDARD) standards for the storage of animals. Regulation states that the ambient temperature shall not be below 50 degrees and a maximum temperature should not be above 80 degrees but is not regulated by MDARD.

Trane U.S. Inc., who is on the Omnia Co-Operative Agreement, therefore three quotes are not required per the Ingham County Purchasing Policy, submitted a proposal of \$14,935. We are requesting a contingency of \$2,500 for any unforeseen circumstances.

ALTERNATIVES

The alternative would be to not approve leaving the garage area non-compliant with MDARD standards.

FINANCIAL IMPACT

Funds are available in line item #205-43000-726010.

OTHER CONSIDERATIONS

There are no other considerations that we are aware of at this time.

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support an agreement with Trane U.S. Inc., for the split HVAC unit in the Animal Control garage.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH TRANE U.S. INC., FOR THE
SPLIT HVAC UNIT IN THE ANIMAL CONTROL GARAGE**

WHEREAS, the garage at Animal Control needs to be climate controlled to meet the Michigan Department of Agricultural and Rural Development (MDARD) standards for the storage of animals; and

WHEREAS, regulation states that the ambient temperature shall not be below 50 degrees and a maximum temperature should not be above 80 degrees; and

WHEREAS, per the Ingham County Purchasing Policy, vendors on the Omnia Co-Operative Agreement do not require three quotes; and

WHEREAS, Trane U.S. Inc., is on the Omnia Co-Operative Agreement; and

WHEREAS, the Facilities Department recommends an agreement with Trane U.S. Inc., who submitted the proposal of \$14,935 for the split air conditioning unit in the Animal Control garage; and

WHEREAS, the Facilities Department is requesting a contingency of \$2,500 for any unforeseen circumstances; and

WHEREAS, funds are available in line item #205-43000-726010.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Trane U.S. Inc., 3350 Pine Tree Road, Lansing, Michigan 48911 for the split HVAC unit in the Animal Shelter Garage for an amount not to exceed \$17,435 which includes a \$2,500 contingency.

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

Agenda Item 9d

TO: Board of Commissioners, County Services & Finance Committees

FROM: Glenn Canning, Facilities Director

DATE: October 25, 2023

RE: Resolution to Authorize a Purchase Order to Trane U.S. Inc., for Repairs to the 155 Ton Chiller at the Human Services Building

For the meeting agendas of: November 7 & 8

BACKGROUND

The 155 ton chiller at the Human Services Building that is responsible for cooling the building sections 3 & 4 has outlived its useful life expectancy. This is a repair to get the unit by for the next couple of years until it can be budgeted to be replaced.

Trane who is on the Omnia Co-Operative Agreement therefore three quotes are not required per the Ingham County Purchasing Policy, submitted a proposal of \$18,750. We are requesting a contingency of \$1,800 for any unforeseen circumstances.

ALTERNATIVES

The alternative would be to not approve leaving the potential for the unit to completely fail when it is needed to keep the building temperatures comfortable.

FINANCIAL IMPACT

Funds are available in building maintenance line item # 631-63304-931000.

OTHER CONSIDERATIONS

There are no other considerations that we are aware of at this time.

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support a purchase order to Trane U.S. Inc., for the repairs to the 155 ton chiller at the Human Services Building.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO TRANE U.S. INC., FOR REPAIRS TO THE 155 TON CHILLER AT THE HUMAN SERVICES BUILDING

WHEREAS, the 155 ton chiller at the Human Services Building that is responsible for cooling the building sections 3 & 4 has outlived its useful life expectancy; and

WHEREAS, this repair makes the unit serviceable for the next couple of years until it can be budgeted to be replaced; and

WHEREAS, per the Ingham County Purchasing Policy, vendors on the Omnia Co-Operative Agreement contract do not require three quotes; and

WHEREAS, Trane U.S. Inc., is on the Omnia Co-Operative Agreement contract; and

WHEREAS, the Facilities Department recommends a purchase order to Trane U.S. Inc., for proposal; of \$18,750 to repair the 155 ton chiller at the Human Services Building; and

WHEREAS, the Facilities Department is requesting a contingency of \$1,800 for any unforeseen circumstances; and

WHEREAS, funds are available in the building maintenance line item #631-23304-931000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Trane U.S. Inc., 3350 Pine Tree Road, Lansing, Michigan 48911, for the repairs to the 155 ton chiller at the Human Services Building for an amount not to exceed \$20,550 which includes a \$1,800 contingency.

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

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

FROM: Kelly R. Jones, Managing Director
Road Department

DATE: October 24, 2023

SUBJECT: Proposed Resolution to Authorize a Second Party Agreement with the Michigan Department of Transportation for the Holt Road Bridge Project

For the Meeting Agendas of November 7 and 8

BACKGROUND

The Road Department has received federal and state Local Bridge Funds to make improvements to the Holt Road Bridge over Doan Creek, located in Sections 18 and 19 of Leroy Township. The scope of work for the project includes the replacement of the bridge superstructure, reconstruction of the bridge approaches, precast concrete box culvert replacement, stream relocation work and guardrail installation. This project has been advertised for a Michigan Department of Transportation (MDOT) bid letting on November 3, 2023 and has been designed pursuant to applicable federal, state and local design specifications.

We are to the point where the funds have been obligated for construction and contracts can be executed. The contractual responsibilities are as follows: MDOT will enter into a first party agreement with the Contractor, which basically ensures that all the federal/state construction requirements and responsibilities are defined. The second party agreement between MDOT and Ingham County is required to define the Road Department’s responsibilities and obligations for the federal funding.

ALTERNATIVES

N/A

FINANCIAL IMPACT

The Local Bridge Funds pay for 95% of construction costs, with the 5% local match and any non-participating work being the responsibility of the Road Department.

Per MDOT Contract 23-5395, the estimated funding for the project is as follows:

Local Bridge Funds:	\$1,594,575
Road Department Funds:	<u>\$ 135,425</u>
Total Estimated Project Cost:	\$1,730,000

Due to the nature of construction and the higher bid results over the past few years, a 20% contingency is being requested for the project, which equates to \$346,000. Since the funding is not capped on this project, the Road Department’s additional funding participation is minimal, as detailed below. The cost for this project has been included in the 2024 Road Fund Budget.

With an added 20% contingency, the estimated funding responsibility for the project is as follows:

Local Bridge Funds:	\$1,913,490
Road Department Funds:	<u>\$ 162,510</u>
Total Estimated Project Cost:	\$2,076,000

RECOMMENDATION

Based on the information provided, I respectfully recommend approval of the attached resolution to authorize a second party agreement with MDOT as described in Contract 23-5395 with a 20% contingency.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A SECOND-PARTY AGREEMENT
WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION
FOR THE HOLT ROAD BRIDGE PROJECT**

WHEREAS, the Road Department received federal and state Local Bridge Funds to make improvements to the Holt Road Bridge over Doan Creek, located in Sections 18 and 19 of Leroy Township, which includes the replacement of the bridge superstructure, reconstruction of the bridge approaches, precast concrete box culvert replacement, stream relocation work and guardrail installation; and

WHEREAS, the project has been advertised for a Michigan Department of Transportation (MDOT) bid letting in November 2023 and has been designed pursuant to applicable federal, state and local design specifications; and

WHEREAS, the construction project will be undertaken pursuant to a first party agreement between MDOT and the Contractor; and

WHEREAS, the County on behalf of the Road Department, must enter into an associated second party agreement with MDOT consistent with federal funding requirements and as detailed in MDOT Contract 23-5395; and

WHEREAS, the MDOT Contract 23-5395 states the Local Bridge Funds pay for 95% of construction costs, with the 5% local match and any non-participating work being the responsibility of the Road Department; and

WHEREAS, the estimated construction funding responsibilities for the project are as follows:

Local Bridge Funds:	\$1,594,575
Road Department Funds:	<u>\$ 135,425</u>
Total Estimated Project Cost:	\$1,730,000; and

WHEREAS, a contingency is being requested in the amount of 20% of the total estimated project costs for the project to account for unexpected construction expenses; and

WHEREAS, the estimated construction funding responsibilities for the project, with a 20% contingency included, are as follows:

Local Bridge Funds:	\$1,913,490
Road Department Funds:	<u>\$ 162,510</u>
Total Estimated Project Cost:	\$2,076,000; and

WHEREAS, the Road Department's local participation costs detailed above have been included in the 2024 Road Fund Budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into Contract 23-5395 with the Michigan Department of Transportation to replace the bridge superstructure and road approaches for Holt Road over Doan Creek, located in Sections 18 and 19 of Leroy Township, for a total estimated project cost of \$1,730,000 consisting of \$1,594,575 in federal and state Local Bridge Funds and \$135,425 in Road Department funds.

BE IT FURTHER RESOLVED, that the project shall include a contingency in the amount of 20% of the estimated project costs, equating to a total budgeted project cost of \$2,076,000 consisting of \$1,913,490 in federal and state Local Bridge Funds and \$162,510 in Road Department funds, which have been included in the 2024 Road Fund Budget.

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

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

FROM: Kelly R. Jones, Managing Director
Road Department

DATE: October 24, 2023

SUBJECT: Proposed Resolution to Authorize a Second Party Agreement with the Michigan Department of Transportation for the Hagadorn Road and Sandhill Road Project

For the Meeting Agendas of November 7 and 8

BACKGROUND

The Road Department has received federal Highway Safety Improvement Program (HSIP) funds to make improvements to the intersection of Hagadorn Road and Sandhill Road, located in Sections 5-8 of Alaiedon Township. The scope of work for the project includes the construction of a roundabout, earthwork, asphalt paving, curb & gutter, drainage improvements, and pavement markings. This project has been advertised for a Michigan Department of Transportation (MDOT) bid letting on November 3, 2023 and has been designed pursuant to applicable federal, state, and local design specifications.

We are to the point where the funds have been obligated for construction and contracts can be executed. The contractual responsibilities are as follows: MDOT will enter into a first party agreement with the Contractor, which basically ensures that all the federal/state construction requirements and responsibilities are defined. The second party agreement between MDOT and Ingham County is required to define the Road Department’s responsibilities and obligations for the federal funding.

ALTERNATIVES

N/A

FINANCIAL IMPACT

The HSIP funding pays for 90% of construction costs up to the capped amount of \$600,000. The local match for the federal funding and any project costs exceeding the available overall funding are the responsibility of the Road Department.

Per MDOT Contract 23-5416, the estimated funding for the project is as follows:

Highway Safety Improvement Program (HSIP) (capped):	\$ 600,000
Road Department Participation:	<u>\$1,373,000</u>
Total Estimated Project Cost:	\$1,973,000

Due to the nature of construction and the higher bid results over the past few years, a 20% contingency is being requested for the project, which equates to approximately \$395,000. Due to the capped funding on this project, the Road Department’s funding participation for this project with a 20% added contingency will increase to from \$1,373,000 to \$1,768,000. This has been included in the 2024 Road Fund Budget.

RECOMMENDATION

Based on the information provided, I respectfully recommend approval of the attached resolution to authorize a second-party agreement with MDOT as described in Contract 23-5416 with a 20% contingency.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A SECOND-PARTY AGREEMENT WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION FOR THE HAGADORN ROAD AND SANDHILL ROAD PROJECT

WHEREAS, the Road Department received federal Highway Safety Improvement Program (HSIP) funds to make improvements to the intersection of Hagadorn Road and Sandhill Road, located in Sections 5-8 of Alaiedon Township, which includes the construction of a roundabout, earthwork, asphalt paving, curb & gutter, drainage improvements, and pavement markings; and

WHEREAS, the project has been advertised for a Michigan Department of Transportation (MDOT) bid letting in November 2023 and has been designed pursuant to applicable federal, state and local design specifications; and

WHEREAS, the construction project will be undertaken pursuant to a first party agreement between MDOT and the Contractor; and

WHEREAS, the County on behalf of the Road Department, must enter into an associated second party agreement with MDOT consistent with federal funding requirements and as detailed in MDOT Contract 23-5416; and

WHEREAS, the MDOT Contract 23-5416 states the HSIP funding pays for 90% of construction costs up to the capped amount of \$600,000, with the 10% funding match and any project costs exceeding the capped HSIP funding being the responsibility of the Road Department; and

WHEREAS, the estimated construction funding responsibilities for the project are as follows:

Highway Safety Improvement Program (capped):	\$ 600,000
Road Department Participation:	<u>\$1,373,000</u>
Total Estimated Project Cost:	\$1,973,000; and

WHEREAS, a contingency is being requested in the amount of 20% of the total estimated project costs for the project to account for unexpected construction expenses; and

WHEREAS, the estimated construction funding responsibilities for the project, with a 20% contingency included, are as follows:

Highway Safety Improvement Program (capped):	\$ 600,000
Road Department Participation:	<u>\$1,768,000</u>
Total Estimated Project Cost (+20%):	\$2,368,000; and

WHEREAS, the Road Department’s local participation costs detailed above have been included in the 2024 Road Fund Budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into Contract 23-5416 with the Michigan Department of Transportation to construct a roundabout at the intersection of Hagadorn Road and Sandhill Road, located in Sections 5-8 of Alaiedon Township, for a total estimated project cost of \$1,973,000 consisting of \$600,000 in federal Highway Safety Improvement Program funds and \$1,373,000 in Road Department funds.

BE IT FURTHER RESOLVED, that the project shall include a contingency in the amount of 20% of the estimated project costs, equating to a total budgeted project cost of \$2,368,000 of which the Road Department's funding responsibility shall be \$1,768,000, which has been included in the 2024 Road Fund Budget.

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

TO: Board of Commissioners County Services & Finance Committees
FROM: Sue Graham, Human Resources Director
DATE: October 27, 2023
SUBJECT: Resolution to Approve UAW TOPS and ICEA County Professional Reclassification Requests
For the meeting agendas of November 7 and November 8

BACKGROUND

The UAW TOPS and ICEA County Professional collective bargaining agreements are effective January 1, 2022 through December 31, 2024. These agreements include a process for employee submission of reclassification requests. The Human Resources Department has executed the approved process for reclassification requests for employees in this group. Accordingly, it is proposed that the Ingham County Board of Commissioners approve the changes as set forth in the attached resolution.

ALTERNATIVES

None.

FINANCIAL IMPACT

The financial impact associated with the proposed reclassifications is as reflected in the attached resolution.

STRATEGIC PLAN CONSIDERATIONS

Compensation reclassification supports the County's goal of attracting and retaining exceptional employees who are committed to the community.

RECOMMENDATION

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

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE UAW TOPS AND MANAGERIAL AND
ICEA COUNTY PROFESSIONAL RECLASSIFICATION REQUESTS**

WHEREAS, the UAW TOPS and ICEA County Professional collective bargaining agreements are effective January 1, 2022 through December 31, 2024; and

WHEREAS, these agreements include a process for employee submission of reclassification requests; and

WHEREAS, the Human Resources Department has executed the approved process for reclassification requests for employees in these groups.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the following changes:

<u>Position No.</u>	<u>Position Title</u>	<u>Action</u>
301201	Correctional Administrative Assistant	Move from UAW E to UAW H
130062	Collections & Data Coordinator	Move from UAW G to UAW I
601511	340B Program Coordinator	Move from ICEA Pro 7 to ICEA Pro 11

<u>Position Title</u>	2023		<u>Difference</u>
	<u>Current Grade, Step 5</u>	<u>Proposed Grade, Step 5</u>	
Correctional Admin. Asst.	UAW E: 46,971.90	UAW E: 55,603.90	8,632.00
Collections & Data Coord.	UAW G: 52,531.56	UAW I: 58,836.68	6,305.12
340B Program Coord.	ICEA Pro 7: 71,599.41	ICEA Pro 11: 99,041.26	27,441.85
TOTAL:			42,378.97

BE IT FURTHER RESOLVED, that these reclassifications are effective the first full pay period following the date of their submission to the Human Resources Department.

TO: Board of Commissioners County Services Committee
FROM: Gregg Todd, Controller
DATE: October 25, 2023
SUBJECT: RESOLUTION TO AMEND AGREEMENT WITH REHMANN FOR AUDITING SERVICES
For the meeting agendas of November 7, 8 2023

BACKGROUND

Rehmann provides auditing services for the County through Resolution #21-565 through 2025. The contract for auditing services did not include the Joint Building Authority, which is a separate entity, and audit years 2021 and 2022 were not completed. Rehmann has agreed to perform audit services for years 2021 and 2022 or the Joint Building Authority for a not-to-exceed rate fee of \$22,500. They have also agreed to perform audit services for the three remaining contract years (2023-2025) for an annual fee of \$8,000.

ALTERNATIVES

No good ones.

FINANCIAL IMPACT

Funding to available in the Department of Finance & Budget operating budget.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

Respectfully recommend that County Services approve the resolution.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND AGREEMENT WITH REHMANN FOR AUDITING SERVICES

WHEREAS, the Ingham County Board of Commissioners approved an auditing services agreement with Rehmann via Resolution #21-565; and

WHEREAS, the agreement provides auditing services from 2021 through 2025; and

WHEREAS, the agreement did not include auditing services for the City of Lansing and Ingham County Joint Building Authority (JBA), which is a separate entity that also requires auditing services; and

WHEREAS, Rehmann has agreed to provide auditing services for the JBA for 2021 and 2022 for a fee not to exceed \$22,500 and for the three remaining contract years (2023-2025) for an annual fee of \$8,000; and

WHEREAS, funding for the auditing services for 2021 and 2022 is available in the Department of Finance & Budget 2024 fiscal year budget, and funding for the 2023-2025 audit years will be available in outer-year Department of Finance & Budget budgets.

THEREFORE BE IT RESOLVED, that the Ingham Board of Commissioners approves an amendment for audit years 2021 and 2022 to the agreement with Rehmann for auditing services for the JBA in an amount not of exceed of \$22,500 and for the three remaining contract years (2023-2025) for an annual fee of \$8,000.

BE IT FURTHER RESOLVED, that the agreement amendment for audit years 2021 and 2022 will be funded through the Department of Finance & Budget 2024 fiscal year budget, and funding for the 2023-2025 audit years will be available in outer-year annual Department of Finance & Budget budgets.

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

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

TO: Board of Commissioners County Services Committee
FROM: Gregg Todd, Controller
DATE: October 24, 2023
SUBJECT: RESOLUTION TO APPROVE A HEALTHY VENDING POLICY FOR COUNTY VENDING MACHINES
For the meeting agenda of November 7, 2023

BACKGROUND

The Controller's Office has established a Policy Review Committee consisting of representatives from the Board of Commissioners Office, Clerk's Office, Treasurer's Office, Sheriff's Office, Circuit Court, Health Department, Controller's Office (including the Diversity, Equity, and Inclusion Office) and Human Resources to review current policies and recommend changes. At the behest of the Wellness Committee, the Smart Sugar Coalition, and the Ingham County Health Department, the Committee recently reviewed and approved a Healthy Vending Policy for County vending machines.

The intention of the policy is to improve the types of foods and beverages served from vending machines and sold in workplaces to positively affect employees' eating behaviors and, hopefully, result in weight loss and overall improvement in health. Maintaining a healthy workforce can positively impact indirect costs by reducing absenteeism and increasing worker productivity.

ALTERNATIVES

Not approve the policy.

FINANCIAL IMPACT

None.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

Respectfully recommend that County Services approve the resolution.

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE A HEALTHY VENDING POLICY FOR
COUNTY VENDING MACHINES**

WHEREAS, Ingham County Policy Review Committee was established to review existing policies and recommend new policies for Ingham County; and

WHEREAS, the Wellness Committee, Smart Sugar Coalition, and the Ingham County Health Department requested the Committee review a new Healthy Vending Policy for vending machines in County buildings; and

WHEREAS, the purpose of the policy is to increase the amount of healthy food options offered in vending machines that are located in County-occupied buildings for both Ingham residents and Ingham staff; and

WHEREAS, vending items will be categorized as Green, Yellow, and Red based on nutritional standards in the following manner:

- Green/Sugar Smart items are nutrient-dense and great for staff and patrons to consume anytime
- Yellow items are okay to consume occasionally in lower quantities
- Red items really should be avoided; and

WHEREAS, the percentage of how many products fall into each of the categories are as follows: minimum of 75-77% combined green & yellow items with 50% green and 25% yellow and no more than 25% red items, and, in family settings, there will be 50% green and 50% yellow category items.

THEREFORE BE IT RESOLVED, that the Ingham Board of Commissioners approves the new Healthy Vending Policy suggested by the Wellness Committee, Smart Sugar Coalition, and the Health Department and supported by the Policy Review Committee, which shall take effect upon approval of this resolution.

BE IT FURTHER RESOLVED, that this policy shall be applicable to all departments of Ingham County.

Name: Healthy Vending		Policy #:
Category: General Administration		
Resolution		Effective Date:
Last Reviewed:	Next Revised:	Health in All Policy Reviewed: <input type="checkbox"/>
Applicable To: All Ingham County Vending Machine Contracts		
Approved By:		Signature:

1. PURPOSE

- 1.1. To increase the amount of healthy food options offered in vending machines that are located in County occupied buildings for both Ingham residents and Ingham staff.
- 1.2. To reduce health disparities in Ingham County communities', healthy food shall be made available across County property.
- 1.3. Improving the types of foods and beverages served from vending machines and sold in workplaces positively affects employees' eating behaviors and can result in weight loss and overall improvement in health. Maintaining a healthy workforce can positively impact indirect costs by reducing absenteeism and increasing worker productivity.

2. DEFINITIONS

- 2.1. Ingham County Wellness Committee (ICWC) was established via Resolution #98-119 to promote healthy activities for Ingham County employees and receives commissions from the use of vending machines located on County properties.
- 2.2. Sugar Smart Coalition (SSC) is committed to advocacy, education, equitable practice, and policy that improves healthy food and beverage options and choices. The vision of SSC is to reduce added sugar consumption and its negative health impacts on our Michigan communities.
- 2.3. Family Settings are physical spaces that are designed with families and their specific needs in mind.

3. POLICY

- 3.1. Ingham County Wellness Committee (ICWC) establishes and reviews every 3 years nutrition standards and sets categories for beverages and snacks, which are no less than the nutritional standards established by federal health authorities. Categories include
 - 3.1.1. Green/Sugar Smart items are nutrient-dense and great for staff and patrons to consume anytime
 - 3.1.2. Yellow items are okay to consume occasionally in lower quantities
 - 3.1.3. Red items really should be avoided

- 3.2. The percentage of how many products fall into each of the categories (red, yellow, and green) are as follows: minimum of 75-77% combined green & yellow items with 50% green and 25% yellow and no more than 25% red items. And in family settings, there will be 50% green and 50% yellow category items.
- 3.3. Vending machines are to be stocked with vertical layout for each color category as that ensures healthy items are placed at eye level for consumers of all ages and heights (including those in wheelchairs).
- 3.4. Whenever possible, prices for green items shall be within a similar range, if not cheaper, than yellow and red items.
- 3.5. Whenever possible, green-category items should be used in imagery or promotion on the front and side panels.
- 3.6. Stickers or decals are placed on green items (either outside or inside the machine) to make it easy for consumers to identify and choose the healthier options.
- 3.7. Vending companies have 30 days after the beginning of their new contract with Ingham County to implement the above changes.
- 3.8. ICWC is responsible for the initiative, in partnership with the Sugar Smart Coalition (SSC). Any questions regarding this initiative can be directed to the ICWC.
- 3.9. This policy shall be attached in RFP's issued for vending machines and mini-markets; it is also included in all contracts Ingham County establishes with vending machine vendors.
- 3.10. Program oversight and compliance will be monitored by Director of Purchasing, with support from the ICWC if requested. Machines shall be assessed once per calendar year.
- 3.11. In the event of a breach of contract a 30-day clause notification must be sent to the vendor that they are in breach of the contract by the Director of Purchasing. If the vendor does not comply, the County may terminate the contract.

Introduced by County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION SETTING A PUBLIC HEARING FOR THE
WEBBERVILLE DEANNEXATION PROPOSAL**

WHEREAS, on October 24, 2023 a communication to the Board of Commissioners was received from the Village of Webberville requesting approval of a proposed deannexation; and

WHEREAS, state law requires that a public hearing be held prior to a decision by the Board of Commissioners.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners sets a public hearing for Tuesday, December 12, 2023 at 6:30 pm in the Board of Commissioners Room, 3rd Floor, in Mason, Michigan for the purpose of receiving comments on the proposed deannexation.

BE IT FURTHER RESOLVED, that notices of the public hearing will be published pursuant to state law by the Village of Webberville each week for at least three weeks prior to the hearing.

BE IT FURTHER RESOLVED, that a copy of this resolution will be forwarded to the Village of Webberville.

**NOTICE OF HEARING ON THE PETITION
OF THE
VILLAGE OF WEBBERVILLE
TO RELINQUISH CERTAIN TERRITORY
TO THE TOWNSHIP OF LEROY**

TO WHOM IT MAY CONCERN:

NOTICE IS GIVEN that the Village Council of the Village of Webberville, Ingham County, Michigan, has petitioned the Ingham County Board of Commissioners to approve detaching (deannexing) and relinquishing to the Township of Leroy, Ingham County, Michigan, the following described land located within the Village of Webberville, Ingham County, Michigan to wit:

The Northeast ¼ of the Northwest ¼ and Northwest ¼ of the Northeast ¼ of Section 13, Town 3 North, Range 2 East, Township of Leroy

Also, that part of the West ½ of the Southeast ¼ and the East ½ of the Southwest ¼ of Section 12, Town 3 North, Range 2 East, Township of Leroy, lying South of the Railroad.

The hearing on the Petition will be a public hearing and all persons for or against the proposed detachment (deannexation) and relinquishment may be heard. The hearing will be held before the County Board of Commissioners, 3rd Floor, Ingham County Courthouse, Mason, Michigan, on the 12th day of December, 2023 at 6:30 p.m.

Date: _____ 2023

Barb Byrum

Clerk of the Ingham County Board of
Commissioners

Jessica Kuch

Village Clerk of Webberville

Ingham County, Michigan

PETITION
VILLAGE OF WEBBERVILLE

The Village Council of the Village of Webberville, Ingham County, Michigan having herefore adopted a resolution determining the desirability of relinquishing back to the Township of Leroy, Ingham County, Michigan all of the described lands located in the Township of Leroy to wit:

The Northeast ¼ of the Northwest ¼ and Northwest ¼ of the Northeast ¼ of Section 13, Town 3 North, Range 2 East, Township of Leroy

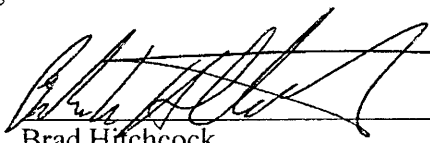
Also, that part of the West ½ of the Southeast ¼ and the East ½ of the Southwest ¼ of Section 12, Town 3 Range 2 East, Township of Leroy, lying South of the Railroad.

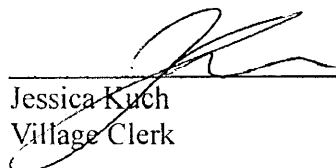
pursuant to Section 6. Chapter 14. Act 3 of 1895 of the Public Acts of the Slate of Michigan (MCI 74.6, MSA 5.1470) petitions the Board of Commissioners, Ingham County, Michigan. to order the relinquishment in accordance with the resolution and this petition. A copy of the resolution is attached and made a part hereof.

The reasons for the relinquishment are fully set forth in the resolution of the Village Council of the Village of Webberville, Ingham County, Michigan. attached hereto. The relinquishment is necessary because the original terms of the 425 Agreement dated February 6th, 2006 were to promote the residential, business and economic development of the Village of Webberville; however, the residential development never came to fruition.

Petitioner prays that the Board of Commissioners set a date for the hearing of this petition and that on the date of the hearing of the petition, the Board of Commissioners order and determine that the relinquishment, as proposed, be approved and that the lands above described be reappropriated to and be incorporated within the corporate limits of the Township of Leroy, Ingham County, Michigan.

Village Council of the Village of Webberville


Date: 09-21-23
Brad Hitchcock
Village President


Date: 9/21/2023
Jessica Kuch
Village Clerk

VILLAGE OF WEBBERVILLE
115 S. MAIN ST.

Resolution No. 2023-05
(Enacted February 8, 2022)

**A RESOLUTION OF THE VILLAGE OF WEBBERVILLE TO RELINQUISH
CERTAIN TERRITORY TO THE TOWNSHIP OF LEROY**

WHEREAS, it was to the intent, mutual advantage, and benefit of the people in the Village of Webberville to expand residential, business, and economic development by way of the 425 Agreement by and between the Village of Webberville and the Township of Leroy on or about February 6, 2006, however, the residential, business, and economic development never came to fruition.

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Webberville in a regular meeting as follows:

1) That the Village Council of the Village of Webberville, Ingham County, Michigan, petitions the Board of Commissioners of the County of Ingham to relinquish back to the Township of Leroy the following described land:

The Northeast ¼ of the Northwest ¼ and Northwest ¼ of the Northeast ¼ of Section 13, Town 3 North, Range 2 East, Township of Leroy

Also, that part of the West ½ of the Southeast ¼ and the East ½ of the Southwest ¼ of Section 12, Town 3 Range 2 East, Township of Leroy, lying South of the Railroad.

2) That the President and the Clerk of the Village of Webberville are authorized to sign a petition directed to the Board of Commissioners of Ingham County and to attach a copy of this resolution to the petition, said petition requesting that the Board of Commissioners hold a hearing and take action on the petition as prayed for in the petition.

Recommended by: President Bradley Hitchcock

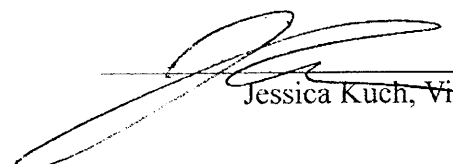
Moved by: Sandra Schoenborn

Seconded by: Samuel Schulte

Yeas: Schulte, Schoenborn, Stanfield, Walter, Hitchcock.

Nays: -0-

I hereby certify that the above is a true copy of the resolution passed at a meeting of the Village Council of the Village of Webberville held in the of Webberville, Ingham County, Michigan on August 22, 2023.


Jessica Kuch, Village Clerk

DRAFT
VILLAGE OF WEBBERVILLE
COUNCIL PROCEEDINGS

The special meeting of the Webberville Village Council was called to order by President Pro Tem Schulte at 6:39 p.m. on February 22, 2022, in the Webberville Village Hall.

Roll was called:

Present: Rusty Ackerman, Tom Kolaj, Sandra Schoenborn, Sam Schulte.

Absent: Brad Hitchcock.

Others Present:

Jaymee Hord	Clerk/Treasurer
Shane Batdorff	DPW Supervisor
Josh Rockey	WDDA Chairman
Diana Baxter	WDDA Board Member
Franz	

The Clerk declared a quorum.

Approval of Agenda

President Pro Tem Schulte recommends that the Board approve the agenda as presented. So moved by Schoenborn, second by Ackerman.

Ayes all.

Motion carried.

Public Hearing – DDA Plan Amendment

Motion by Ackerman, second by Schoenborn to open the public hearing for the WDDA Plan Amendment at 6:41 p.m.

Ayes all.

Motion carried.

No public comment.

Close Public Hearing – DDA Plan Amendment

President Pro Tem Schulte recommends that the public hearing be closed at 6:42 p.m. So moved by Ackerman, second by Schoenborn.

Ayes all.

Motion carried.

Public Comment

None.

WDDA 2022 Plan Amendment

President Pro Tem Schulte recommends that the Board approve the 2022, 2021 and 2020 WDDA Plan Amendments as presented. So moved by Ackerman, second by Schoenborn. Ayes: Ackerman, Kolaj, Schoenborn, Schulte.

Nays: - 0 –

Absent: Hitchcock.

Motion carried.

Sam Schulte asks Josh Rockey about the parking lot – Josh tells the Board that he got grants for the parking lot and it has not cost the WDDA anything so far. One of the grants that is being looked into is the MUSTA Grant, this grant would have them come in and take care of everything, but we have to see how the soil tests first.

Set a Public Hearing for March 29, 2022 at 6:30 p.m. or as soon thereafter for the purpose of 1230 Mason Court Special Use Permit for their Phase 2.

Motion by Ackerman, second by Schoenborn to set the public hearing for March 29, 2022 at 6;30 p.m. or as soon thereafter.

Ayes: Ackerman, Kolaj, Schoenborn, Schulte.

Nays: - 0 –

Absent: Hitchcock.

Motion carried.

Approve the January 25, 2022 Corrected Minutes

Motion by Ackerman, second by Schoenborn to approve the minutes from the January 25, 2022 Special Meeting; in the paragraph approving the 2021 Drain Assessment payment to the Ingham County Drain Commission.

Ayes: Ackerman, Kolaj, Schoenborn, Schulte.

Nays: - 0 –

Absent: Hitchcock.

Motion carried.

Adjourn

Motion by Ackerman, second by Schoenborn to adjourn the meeting at 7 p.m.

Ayes: all.

Motion carried.

Respectfully Submitted,
Jaymee Hord, MiCPT, CPFIM
Clerk/Treasurer

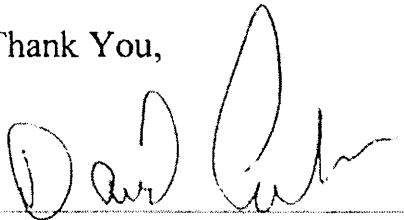
David Culver
3113 Wallace Rd
Webberville, MI 48892
517 521-3478 • FAX 517 521-4897
culverexc@zoomon.net

January 12, 2022

To: **Village of Webberville**
115 S. Main Street
Webberville, MI 48892

The farm property on Gramer Rd, commonly known as 2516 N. Gramer Road, Webberville, MI 48892 with tax id# 33-08-08-100-012 and id# 33-08-08-376-001, had been planned for residential development years ago and was annexed from Leroy Twp to the Village in 2006. Just after that, economic downturn caused those ideas to change. Today, I have no further plans for development and wish to keep it as agricultural use. This is my request to please reverse the annex of this property.

Thank You,

A handwritten signature in black ink, appearing to read "David Culver", written over a horizontal line.

David Culver

CONTRACT FOR CONDITIONAL TRANSFER OF PROPERTY
FROM THE TOWNSHIP OF LEROY TO THE VILLAGE OF WEBBERVILLE

This Contract is made by and between the Village of Webberville, a Michigan municipal corporation, with its principal offices at 115 Main Street, Webberville, MI 48892, ("Village") and the Township of Leroy, a Michigan municipal corporation, with its principal offices at 315 W. Walnut St., P. O. Box 416, Webberville, MI 48892 ("Township").

WHEREAS, Act 425, Public Acts of Michigan of 1984 ("Act 425"), as amended, enables two local units of government to conditionally transfer property for the purpose of a residential development project; and,

WHEREAS, the conditional transfer must be controlled by a written contract agreed to by the affected local units in compliance with the provisions of Act 425; and

WHEREAS, the Village and Township desire to undertake a residential development project for residential homes as defined in Act 425 on the lands described in the attached Appendix A ("Property"), which is presently located in Leroy Township, Ingham County, Michigan; and,

WHEREAS, the Village Council and the Township Board, according to Act 425, considered certain factors prior to entering into a contract pursuant to Act 425; and,

WHEREAS, the Village Council and the Township Board have each decided, by a majority vote of the members elected and serving on each body, to enter into this Contract.

NOW, THEREFORE, in exchange for the mutual representations, promises, covenants and other consideration made or referred to in this Contract, the Village and Township, and their successors in interest, agree as follows:

1. Transferred Property. The Property is transferred from the Township to the Village in accordance with the terms of this Contract. The Property includes all real and personal property located within the area later described in Appendix A (Swegles Property).
2. Factors Considered by the Village and Township. The Village and the Township represent that prior to entering into this Contract and when formulating this Contract, each has considered the following factors:
 - a. Composition of the population; population density; land area and land uses; assessed valuation; topography, natural boundaries, and drainage basins; and the past and probable future growth, including population increase and business, commercial, and industrial development on the Property; and the comparative data for the Township and the portion of the Township remaining after the transfer of the Property.

- b. Need for organized community services; the present cost and adequacy of governmental services for the Property; the probable future need for services for the Property; the practicability of supplying such services to the Property; the probable effect of the transfer and of alternative courses of action on the cost and adequacy of services for the Property and on the remaining portion of the Township; the probable change in taxes and tax rates for the Property in relation to the benefits expected to accrue from the transfer; and financial ability of the Village which is responsible for services in the Property to provide and maintain those services.
- c. General effect of the transfer upon the Village and Township; and the relationship of the transfer to any established village, township, county or regional land use plan.

3. Jurisdiction Over Property: When Effective.

- a. The Property is transferred to the jurisdiction of the Village in perpetuity as provided by law, for all purposes for which other properties within the boundaries of the Village are subject to the Village's jurisdiction. Such jurisdiction shall include but not be limited to zoning, code enforcement, liquor licensing, taxation, special assessments, utilities, fees, liens and all ordinances.
- b. This transfer of jurisdiction shall occur and become effective when a duplicate original of this approved and signed Contract has been filed with the Ingham County Clerk and with the Michigan Secretary of State.

4. Services.

- a. Village. Upon effective date of such transfer, the Village agrees to make available to said property all services now available to residents and property owners within the Village, in the same manner and subject to the same conditions and limitations as are applicable to other residents and property owners within the Village or as may be adjusted from time to time for application throughout the Village to similar properties and developments. Any construction or improvements required to furnish such services, including among others, public water and sewer service, shall be accomplished by the Village under such reasonable conditions and limitations as are applicable for such construction and improvement throughout the Village.
- b. Township. The Township shall cooperate in any way necessary to assist the Village in providing such services including the granting of such

easements and rights of way as are necessary to accomplish Village services.

5. Tax Sharing Formula, Other Obligations.

- a. Village Remaining as Village. So long as the Village continues as a Village, and the Township and the Village, respectively, each levy ad valorem taxes against the Property as provided by law for townships and Villages, the Village shall annually pay to the Township Additional Tax Sharing as follows: A sum equal to one (1) mill multiplied by the taxable value (or such other value as is provided for by statute) of the Property, for the first five (5) years of this contract; in the second five (5) years of this contract, a sum equal to one-half (1/2) mill multiplied by the taxable value (or such other value as provided for by statute) of the property; and such taxable value shall be determined as of December 31 of the prior year and each subsequent year. If the property described in Appendix A, or any portion, becomes subject to a tax abatement during the term of this Contract, the Village shall nevertheless pay the Additional Tax Sharing to the Township as described above, without regard to the abatement, unless the Township Board waives this requirement by written resolution.
- b. Village Becoming a City. In the event that the Village should become a city, or if the Township for any reason is no longer legally able to collect ad valorem taxes with respect to the Property, then beginning with the first year that the Village (or city) collects taxes on the Property and the Township does not, the Village (or city) shall annually pay to the Township as follows: A sum equal to the millage then levied by the Township on Township properties, plus Additional Tax Sharing equal to one (1) mill, or one-half (1/2) mill as the case may be, multiplied by the taxable value (or such other measure of value as is provided for by statute) of the Property determined as of December 31 of the prior year and each subsequent year. If the property described in Appendix A, or any portion, becomes subject to a tax abatement during the term of this Contract, the Village (or city) shall nevertheless pay the Additional Tax Sharing to the Township based upon one (1) mill or one-half (1/2) mill multiplied by the taxable value, without regard to the abatement, unless the Township Board waives this requirement by written resolution. Unless waived by the Village the abatement shall apply to all other taxes agreed to be paid in this section.
- c. Other Tax Sharing Provisions.
 - i. The above tax sharing provisions are in lieu of any and all other payments or fees from the Property to which the Township might otherwise be entitled.

- ii. The assessment, levy, collection, and distribution of taxes shall be in accordance with Act 206, Public Acts of Michigan of 1893, as amended, and those statutes governing specific taxes levied in lieu of general ad valorem property taxes.
- iii. The Property shall remain subject to the liens for special assessments and other purposes made against the Property by the Township, as if the transfer of jurisdiction had not occurred.

6. Schedule and Method of Distribution.

- a. The tax sharing payments described above in Section 5 shall be made by the Village to the Township on November 1st of the year within which the Village's taxes are collected. Payment due to the Township on collected delinquent taxes shall be made within thirty (30) days of when they are received by the Village and shall include the late fees to the extent collected by the Village.
- b. If the Township does not agree with the Village's determination of the amount of tax sharing due, then, within 30 calendar days from the date the Township notifies the Village in writing of the dispute, subcommittees of the Township and the Village shall meet ("First Meeting") to discuss the dispute. If the dispute is not resolved at the First Meeting, the parties shall mutually agree to call an additional meeting ("Second Meeting") within 14 calendar days of the First Meeting to discuss the dispute. If the parties do not mutually agree to call a Second Meeting and the dispute is not resolved at the First Meeting, either party may remove the dispute to circuit court.

7. Duration, Enforcement, Jurisdiction.

- a. This Contract shall expire ten (10) years from the Effective Date of the Contract.
- b. The method by which the Contract may be rescinded or terminated by the Village or the Township before the stated date of expiration is by either party filing a complaint in the Ingham County Circuit Court for any legal or equitable remedy including but not limited to a determination that the Property shall be returned to the Jurisdiction of the Township in the event of a breach by the Village.
- c. The Village shall have jurisdiction over the Property upon the expiration or termination.

8. Indemnification. The Village agrees to hold harmless and indemnify the Township, to the extent permitted by law, from any and all claims or demands for damages made against the Township arising from this Contract, provided that any action taken by the Township did not give rise to such claims or demands except for the act of approving and entering into this Contract.

9. Miscellaneous.

a. Any notice, demand or communication required, permitted, or desired to be given under this Contract shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

Leroy Township Board
315 W. Walnut St
P.O. Box 416
Webberville, MI 48892

Village of Webberville Clerk
115 Main Street
Webberville, MI 48892

b. This Contract has been executed and delivered in and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Michigan. All duties and obligations of the parties created hereunder are performable in Ingham County, Michigan and Ingham County, Michigan shall be the venue for any Litigation or arbitration between the parties that may be brought in connection with or arise out of or by reason of this Contract.

c. The waiver by either party of a breach or violation of any provision of this Contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision.

10. Entire Contract. This Contract contains the entire agreement between the Village and Township regarding the transfer of the Property and no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties, have been made except to the extent reference is made in this Contract.

11. Amendment. No amendment or modification to or of this Contract shall be binding upon any party until such amendment or modification is reduced to writing and executed by all parties in accordance with Act 425.

12. Severability. If any clause, provision or section of this Contract shall be ruled invalid or unenforceable by any court or competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect the validity of any of the remaining clauses, provisions or sections of this Contract.

13. Public Hearing and Approval.

- a. The Village Council held a public hearing on the Contract on the 24th day of October, 2005 and approved the Contract and authorized the President and Clerk to sign the Contract on the 7th day of **November**, 2005.
- b. The Township Board held a public hearing on the Contract on the 1st day of November, 2005 and approved the Contract and authorized the Supervisor and Clerk to sign the Contract on the 7th day of November, 2005.

IN WITNESS WHEREOF, the Village President and Clerk have executed this Contract on the 6th day of February, 2006

WITNESSES:

Gaymee E. Hord

Gaymee E. Hord

VILLAGE OF WEBBERVILLE

John Leonard
John Leonard, President

Rosa Jones
Rosa Jones, Clerk

IN WITNESS WHEREOF, the Township Supervisor and Clerk have executed this Contract on the 8th day of February, 2006.

WITNESSES:

Cynthia M. Young

Cynthia M. Young

LEROY TOWNSHIP

Neil West
Neil West, Supervisor

Wilma J. Whitehead
Wilma J. Whitehead, Clerk

END OF PAGE

Legal Description

The Northeast 1/4 of the Northwest 1/4 and Northwest 1/4 of the Northeast 1/4 of Section 13, Town 3 North, Range 2 East, Township of Leroy.

Also, that part of the West 1/2 of the Southeast 1/4 and the East 1/2 of the Southwest 1/4 of Section 12, Town 3 North, Range 2 East, Township of Leroy, lying South of the Railroad.