

CHAIRPERSON  
RYAN SEBOLT

VICE-CHAIRPERSON  
CHRIS TRUBAC

VICE-CHAIRPERSON PRO-TEM  
RANDY MAIVILLE

COUNTY SERVICES COMMITTEE

ROBERT PEÑA, CHAIR  
VICTOR CELENTINO  
MARK GREBNER  
RYAN SEBOLT  
SIMAR PAWAR  
KARLA RUEST  
MONICA SCHAFER

**INGHAM COUNTY BOARD OF COMMISSIONERS**

*P.O. Box 319, Mason, Michigan 48854 Telephone (517) 676-7200 Fax (517) 676-7264*

THE COUNTY SERVICES COMMITTEE WILL MEET ON TUESDAY, MAY 7, 2024 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 [April 23, 2024 Minutes](#)

Additions to the Agenda

Limited Public Comment

1. [LEAP – Presentation](#)
2. [Community Mental Health Authority](#) – Bond Financing for [Crisis Stabilization Center](#) as Part of a New Behavioral Health Campus (*Discussion/Update*)
3. [Treasurer’s Office](#)
  - a. Resolution to [Purchase Foreclosed Parcel](#) 33-25-05-14-177-010
  - b. Resolution Amending Resolutions #12-368 and #18-249, Approving the Establishment of and Amending the [Property Assessed Clean Energy Program](#)
4. [Farmland and Open Space Preservation Board](#) – Resolution to Approve the Ranking of the 2023 Farmland and Open Space Preservation Programs [Application Cycle Ranking](#) and Recommendation to Purchase Permanent Conservation Easement Deeds on the Top Ranked Properties
5. [55<sup>th</sup> District Court](#) – Resolution to Authorize the Reorganization of the [55<sup>th</sup> District Court](#)
6. [Facilities Department](#)
  - a. Resolution to Authorize a Purchase Order to [Seelye Group Ltd.](#), to Replace the Carpet in the Cedar Pediatrics Clinic at the Human Services Building
  - b. Resolution to Authorize a Purchase Order to [T.L. Hart Inc.](#), to Paint the Exam Rooms in the Cedar Pediatrics Clinic at the Human Services Building
  - c. Resolution to Authorize an Agreement with [McKearney Asphalt & Sealing Inc.](#), to Reconstruct the Parking Lots at the Hilliard Building, and Grady Porter Building/Veterans Memorial Courthouse
  - d. Resolution to Authorize an Agreement with [Smart Homes Smart Offices](#) for the Cameras at the Hilliard Building
  - e. Resolution to Authorize a Purchase Order to Knight Watch Inc., for [Cameras in the Veteran Affairs Office](#) at the Human Services Building
  - f. Resolution to Authorize a Lease Agreement with Vlahakis Family Limited Partnership for the [Public Defender’s Office Space](#)
7. [Road Department](#)

- a. Resolution to Rescind Resolution #24-164 and Approve Stop Sign Traffic Control Orders for Various Roads in the Edgemont Park Subdivision in Lansing Township
  - b. Resolution to Amend the Agreement with Wheatfield Township for the 2024 Local Road Program
8. Human Resources Department – Reorganization of the Human Resources Department (*Discussion*)

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

COUNTY SERVICES COMMITTEE

April 23, 2024

Draft Minutes

Members Present: Sebolt, Peña, Celentino, Grebner, Pawar, Ruest, and Schafer.

Members Absent: None.

Others Present: Treasurer Fox, Becky Bennett, Gregg Todd, Sue Graham, Julie Pingston, Mike Dillon, Glenn Canning, Anika Ried and others.

The meeting was called to order by Chairperson Peña 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 April 2, 2024 Minutes

CHAIRPERSON PEÑA STATED, WITHOUT OBJECTION, THE OPEN AND CLOSED SESSION MINUTES OF THE APRIL 2, 2024 COUNTY SERVICES COMMITTEE MEETING WERE APPROVED AS SUBMITTED.

Additions to the Agenda

9. Human Resources Department – Resolution to Approve UAW TOPS Unit, Managerial & Confidential Employee, and ICEA County Professional Unit Reclassification Requests
10. Potter Park Zoo – Resolution of Intent to Authorize Publication of Notice of Intent and to Declare Intent to Reimburse
11. Housing Trust Fund – Resolution To Authorize Submission of a MSHDA Housing Development Fund Grant Application for Emerging Developer and Apprenticeship/Workforce Development Training

Substitutes

6. Facilities Department
  - e. Resolution to Authorize ~~an Agreement~~ a Purchase Order ~~with~~ to Steve Youdes Clock Repair for the Work to the Clocks in the Clock Tower at the Historical Mason Courthouse

Limited Public Comment

None.

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

4. Innovation & Technology Department – Resolution to Approve the Renewal of Court Recording Software from For The Record
  
5. Purchasing Department
  - a. Resolution to Authorize Amendment #2 to the Agreement with Michigan Fair Contracting Center for Prevailing Wage Compliance Monitoring
  - b. Resolution to Approve the Disposal of County-Owned Surplus
  
6. Facilities Department
  - b. Resolution to Authorize an Agreement with Laux Construction to Convert a Storage Room to a Hearing Room for the Friend of the Court at the Grady Porter Building
  - c. Resolution to Authorize a Purchase Order to Knight Watch Inc. for Swipe Card Access to the Pre-Trial Services Space Addition at the Grady Porter Building
  - d. Resolution to Authorize a Purchase Order to EC America Inc., for the Project Management Software
  - e. Resolution to Authorize a Purchase Order to Steve Youdes Clock Repair for the Work to the Clocks in the Clock Tower at the Historical Mason Courthouse
  - f. Resolution to Authorize an Agreement with Knight Watch Inc. for the Security Cameras at the Ingham County Youth Center
  - g. Resolution to Authorize an Agreement with Fishbeck for Consulting Services to Conduct a Feasibility Study for the Ingham County Youth Center
  
7. Road Department
  - a. Resolution to Authorize Re-Approval of the Planned Development Plan of Wooded Valley Condominium, Phases 2-5
  - b. Resolution to Authorize a Purchase Order for Roof Replacement at the Road Department Sign Shop
  - c. Resolution to Authorize Agreements with the City of East Lansing and Village of Webberville for the 2024 Pavement Marking Program
  - d. Resolution to Authorize Agreements with Leslie and Vevay Townships for the 2024 Local Road Program
  - e. Resolution to Authorize Engineering Consultant Services Agreements for As-Needed Construction Inspection and Supervision Services for the 2024-2025 Construction Seasons
  
8. Board of Commissioners – Resolution Honoring Keshawn Harris
  
10. Potter Park Zoo – Resolution of Intent to Authorize Publication of Notice of Intent and to Declare Intent to Reimburse

THE MOTION CARRIED UNANIMOUSLY.

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

1. Greater Lansing Convention and Visitors Bureau – Update by Julie Pingston

Julie Pingston, Choose Lansing Chief Executive Officer (CEO) and President, stated they had been formerly known as the Greater Lansing Convention and Visitors Bureau but had launched a new brand in August of 2023. Pingston further stated that the biggest challenge with the new brand was concern that the Greater Lansing area would not be in mind, but it seemed that was not the case and had not heard any negative feedback.

Pingston stated they were present to provide an annual update on tourism and hospitality in the region and on County properties. Pingston further stated they had strong attendance for meetings and conventions that they had not had in the past, and those numbers had continued to be strong from January of 2023 and on.

Pingston stated that Ingham County had welcomed back Odyssey of the Mind in 2023, which had not been back to Ingham County since 2018, where they had over 7,000 competitors as well as family and friends. Pingston further stated they hosted the National Horseshoe Pitching Association World Championship, which was held in the Lansing Center and brought a few thousand people from around the world.

Pingston stated they had sold 1,049,407 hotel rooms in the region and that their highest number was 1,060,000. Pingston further stated the good momentum they had did not translate into hotel room occupancy however, as they had 53.7% occupancy in 2022 and only 53.8% occupancy at the end of 2023, which was due to 734 rooms that came into the market with the opening of several new hotels, and brought down the occupancy numbers.

Pingston stated that the Michigan State University (MSU) Spartan Football season was also not as good as they had hoped, which also pulled down their numbers, but they were hoping that would change in the upcoming season with the addition of another home game. Pingston further stated the Big Ten Conference had an arrangement, but MSU had lost a home football game they were scheduled to host, which had a large impact on the hospitality industry in the area.

Pingston stated that the MSU Commencement ceremony was taking place that weekend and there were around 9,500 students graduating, which meant family and friends being in the area would push their numbers up. Pingston further stated that, in early May of 2024, the National College Athletic Association (NCAA) Division I Women's Golf regional would be held at the Forest Akers Golf Course and the National Science Olympiad would be held at MSU.

Pingston stated the Lansing Area would also be hosting six USA Level sanctioned events and that they had just hosted the U19 Women's Hockey National Championship. Pingston further stated they had been working on updates for travelers on the Autism spectrum and other disabilities and they had also moved forward with accessibility for those with other disabilities and making information available.

Pingston stated they had done an inventory on 200 hospitality businesses in the area to find out what they had that went beyond being compliant with the Americans with Disabilities Act (ADA). Pingston further stated accessibility was something they had been able to speak nationally about and provide best practices to other areas.

Pingston stated they were conducting a full accessibility audit of 60 businesses through a company called Wheel the World where they would then be included on the company's website to provide information for travelers with disabilities, in order to make it easier to travel to the Lansing Area.

Commissioner Grebner asked about the proposal to allow higher room tax in Kent County and if it applied to Ingham County.

Pingston stated they had spoken with Gregg Todd, Controller, about the proposal. Pingston further stated that it had gone around the Grand Rapids-Kent County Conventions and Visitors Bureau, so they were caught off-guard.

Pingston stated that the Kent County community wanted to elevate the Bed Tax to raise additional funds for an amphitheater and a soccer area, so they pushed forward a three percent addition to Public Act 263, which governed seven other counties including Ingham County, who had to react accordingly. Pingston further stated that addition moved forward at the same time that they amended that any city in Kent County that had above a certain population, which meant Grand Rapids, would have an additional two percent increase.

Pingston stated that Ingham County was not eligible for the additional two percent increase but was for the three percent increase. Pingston further stated there had been discussion about how to be intentional in order to execute the opportunity for a specific need or project in the County.

Commissioner Grebner asked if it was signed into law and would be taking effect.

Pingston stated there were some steps, including the increase being adopted by the Board of Commissioners, being put on the ballot to be approved by voters in order to charge guests to Ingham County a tax, and that it did not need to be approved by the hotel community.

Commissioner Schafer asked what the average price of a hotel room was in Ingham County compared to the year before.

Pingston stated it was \$113.96 per night in 2023 and was \$110 in 2022 and that inflation was affecting the rates. Pingston stated that, during large events, they could go up to \$250 to \$300 and that so far in 2024, they were averaging \$110.

Commissioner Pawar thanked Choose Lansing for what they did and stated she had recently attended an event where Choose Lansing representatives had been present and she was most impressed by their positivity surrounding the road changes and reroutes due to construction. Commissioner Pawar further stated they had been proactive about providing information and diverting questions to the Road Department or the County, which was a step above and beyond.

Pingston stated road construction was currently the most visited page on their website.

Commissioner Ruest asked if there were any more hotels coming online.

Pingston stated there would be a TownePlace Suites near the Eastwood Towne Center on West Road opening in June, which would be for extended stays, and had about 80 rooms.

Discussion.

Commissioner Grebner stated they had to draw the attention of the Board of Commissioners when there was a question before them that was within their power to decide and involved a lot of money. Commissioner Grebner further stated the Board of Commissioners had vast discretion to levy the additional three percent tax on hotel rooms, and in the past, it had been set up as a deal with Choose Lansing, where 20% of the money went to the County and 80% went to Choose Lansing.

Commissioner Grebner stated the deal would be up for grabs and would not be bound by the former deals terms and the Board of Commissioners could only levy the tax on hotels within the County. Commissioner Grebner further stated the hotels adjacent to the County and located on the MSU Campus were dependent on assessments which were voluntary.

Commissioner Grebner stated there were many moving parts, but it involved millions of dollars and was largely up to the discretion of the Board of Commissioners. Commissioner Grebner further stated they could pull all of the funding and build a museum if they wanted.

Pingston stated that the funding was specifically for use towards marketing, museums, and convention centers.

Discussion.

Commissioner Grebner stated there were many things they could do with the money, but it was a bad idea, in their opinion, to reopen this and scramble for funds. Commissioner Grebner further stated they realized the decision would be about a year away and they should not allow anyone to say it had always been done in a certain way, because it had not.

Commissioner Schafer asked if using the funds for the Fairgrounds would be an appropriate use.

Commissioner Grebner stated confirmation and that five percent of the County's portion of funds from the existing contract already went to the Fairgrounds. Commissioner Grebner further stated it was a legitimate use of the funds and gave an idea of how much it could substitute for what amounted to General Fund dollars, as there was no General Fund budget for the Fairgrounds, yet they got hit with overruns from them anyway.

Commissioner Grebner stated if the Fairgrounds had more funding, they might not get nicked as often for emergency repairs and there were many choices to be made. Commissioner Grebner further stated the Board of Commissioners ought to realize they would be making a decision and they should decide if they would honor implicit prior agreements or set off on their own.

Alan Fox, Treasurer, stated that it might not be known, but the Treasurer's Office collected the occupancy tax and was working on a Request for Proposal (RFP) to get assistance on billing short-term rentals that were obligated to pay the occupancy tax, and that there may have been as many a few hundred of those locations in the County. Treasurer Fox further stated there were three vendors that offered software and the goal was to have an RFP so they could compete for a contract to help collect from any short-term rentals.

Treasurer Fox stated they believed it was a County ordinance that split up the money, so it was not quite as willy-nilly as having a vote, but was up to the Board of Commissioners' discretion.

Discussion.

Pingston stated that any discussion should be very purposeful and thoughtful, which they had already started with Todd. Pingston further stated in the short-term rental space, there was a package of bills before the legislature to make changes.

Chairperson Peña stated they had stayed in Chicago in February for the Chinese New Year and their hotel bill had seven or eight taxes tacked onto the bill, and Lansing hotel bills were much simpler. Chairperson Peña further thanked Pingston.

Pingston stated that in Grand Rapids, the tax would be higher than in Chicago.

Chairperson Peña stated that Lindsey McKeever, Fairgrounds Events Director, had created a facility with their staff last year for individuals with special sensory needs. Chairperson Peña further thanked Choose Lansing for making similar accommodations a part of their work.

Discussion.

Commissioner Schafer asked Pingston if the Williamston Red Cedar Jubilee could be added for the following year and that it was the first week in June.

Pingston stated they would look into getting it added on their website, as their event calendar on the website received most of the activity.

2. Drain Commissioner – Resolution Consenting to the Relinquishment of the Unruh Drain to Meridian Charter Township

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

Commissioner Pawar disclosed she worked for Meridian Township in an unrelated department and stated that her constituents were thankful to Meridian Township for finally doing this due to the consequences from the Daniels Drain. Commissioner Pawar further stated her constituents thought it was a simpler system and that there was support from the community.

MOTION TO APPROVE THE RESOLUTION CARRIED UNANIMOUSLY.

3. 55th District Court – Reorganization of the 55th District Court (Discussion)

Mike Dillon, 55<sup>th</sup> District Court Administrator, provided an overview of the proposed reorganization of the 55<sup>th</sup> District Court.

Commissioner Celentino stated they believed this was a good idea, as it was only a small increase for something that would increase efficiency in the department, and they would support it in the next round when it came before them as a resolution.

Chairperson Peña thanked Dillon, Honorable Donald Allen Jr, 55<sup>th</sup> District Court Judge, and Honorable Richard Hillman, 55<sup>th</sup> District Court Judge, for helping people get back on track, as it was something that had not been done historically. Chairperson Peña further thanked the staff of the 55<sup>th</sup> District Court for giving individuals second chances.

Chairperson Peña stated both Commissioners Lawrence and Grebner were attorneys and that Commissioner Lawrence had attended the Sobriety Court Graduation on April 17, 2024 held by Judge Allen.

6. Facilities Department
  - a. Resolution to Authorize a Two-Year Agreement Extension with Granger Waste Services Inc., for Waste Management at Several County Facilities

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

Commissioner Pawar asked if the question of intent meant they were contracting for waste management and stated that many public facing areas, such as parks, in the County did not have recycling receptacles. Commissioner Pawar further asked if the plan, since it was a two-year contract, was to include recycling services, as training the public and getting into recycling and solid waste management was a longer project.

Glenn Canning, Facilities Director, stated recycling was in the contract and they had recycling bins at many of the major buildings throughout the County.



Commissioner Pawar stated she was more concerned about the County Parks and similar places where the public was present and may be searching for recycling bins. Commissioner Pawar further stated she had worked at the South Lake Lansing Park for a summer and saw that everything just went in the garbage in the back area.

Commissioner Pawar further stated it did not speak to the residents as to how the County was moving forward, because there were clear visions for some areas and not for others. Commissioner Pawar further stated it could take a while for the community to be trained on recycling and was hopeful they could include something in a few parks.

Todd stated they would work with Tim Morgan, Parks Director.

Discussion ensued regarding recycling at Ingham County Parks.

THE MOTION TO APPROVE THE RESOLUTION CARRIED UNANIMOUSLY.

9. Human Resources Department – Resolution to Approve UAW TOPS Unit, Managerial & Confidential Employee, and ICEA County Professional Unit Reclassification Requests

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

Commissioner Sebolt disclosed that UAW TOPS was a Local Union that was affiliated with their employer, the Michigan American Federation of Labor and Congress of Industrial Organizations (AFL-CIO) through their International Union.

THE MOTION TO APPROVE THE RESOLUTION CARRIED UNANIMOUSLY.

11. Housing Trust Fund – Resolution To Authorize Submission of a MSHDA Housing Development Fund Grant Application for Emerging Developer and Apprenticeship/Workforce Development Training

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

Commissioner Sebolt disclosed the apprenticeship that was being developed was in association with the Michigan Labor Union, who was affiliated with their employer, the Michigan AFL-CIO through their International Union.

THE MOTION TO APPROVE THE RESOLUTION CARRIED UNANIMOUSLY.

#### Announcements

Chairperson Peña stated they had attended the birthday party of Eva Salinas, Dobie Road Medical Care Facility resident, where they turned 105 years old.

#### Public Comment

None.

#### Adjournment

The meeting was adjourned at 6:38 p.m.

**MAY 7, 2024 COUNTY SERVICES AGENDA  
STAFF REVIEW SUMMARY**

**RESOLUTION ACTION ITEMS:**

**The Controller recommends approval of the following resolutions:**

**3a. Treasurer's Office – Resolution to Purchase Foreclosed Parcel 33-25-05-14-177-010**

This resolution approves the purchase of a foreclosed parcel located in Delhi Township that was most likely the result of a surveying error as the parcel is 200 feet by three inches. The parcel will be combined with the Road parcel.

See memo for details.

**3b. Treasurer's Office – Resolution Amending Resolutions #12-368 and #18-249, Approving the Establishment of and Amending the Property Assessed Clean Energy Program**

This resolution amends previous PACE resolutions to address legislative changes with the passage of Senate Bills 302 & 303 of 2023 to include:

*projects that may now be financed under the PACE Program have been amended to provide the option for property owners of retrofits or rehab projects to waive the energy savings guarantee; for new construction, the energy savings guarantee is no longer required; require that new construction be built above Michigan's energy code; allow for the financing of environmental hazard projects including mitigation of lead, heavy metal, or PFAS contamination in potable water systems; mitigation of lead paint contamination; mitigation of the effects of floods or drought; and increase the resistance of property against severe weather.*

See memo for details.

**4. Farmland and Open Space Preservation Board – Resolution to Approve the Ranking of the 2023 Farmland and Open Space Preservation Programs Application Cycle Ranking and Recommendation to Purchase Permanent Conservation Easement Deeds on the Top Ranked Properties**

This resolution approves the 2023 rankings for the FOSP applications and approves the FOSP Board to proceed with negotiations on the top ranked properties.

This program is millage funded.

See memo for details.

**5. 55<sup>th</sup> District Court – Resolution to Authorize the Reorganization of the 55<sup>th</sup> District Court**

This resolution authorizes the reorganization request from the 55<sup>th</sup> District Court that was reviewed at the last L&C meeting. The reorganization consists of:

<u>Position Title</u>	<u>Current Grade, Step 5</u>	<u>Proposed Grade, Step 5</u>	<u>Difference</u>
Chief Probation Officer	ICEA Court: 12: \$194,441	ICEA Court: 12: \$194,441	\$0
Sobriety Court Coordinator	ICEA Court: 09: \$161,375	ICEA Court: 10: \$172,373	\$10,998

See memo for details.

**6a. Facilities Department – Resolution to Authorize a Purchase Order to Seelye Group Ltd., to Replace the Carpet in the Cedar Pediatrics Clinic at the Human Services Building**

This resolution authorizes a PO with Seelye Group Ltd., to replace the carpet in the Cedar Pediatrics Clinic due to condition. Funding for the \$18,100.11 PO is available in the Cedar Pediatrics Special Projects budget.

See memo for details.

**6b. Facilities Department – Resolution to Authorize a Purchase Order to T.L. Hart Inc., to Paint the Exam Rooms in the Cedar Pediatrics Clinic at the Human Services Building**

This resolution authorizes a PO with T.L. Hart Inc., who was the lowest responsive bidder, for the painting of the exam rooms and cabinets in the Cedar Pediatrics Clinic. Funding for the \$13,293 PO is available in the Cedar Pediatrics Special Projects budget.

See memo for details.

**6c. Facilities Department – Resolution to Authorize an Agreement with McKearney Asphalt & Sealing Inc., to Reconstruct the Parking Lots at the Hilliard Building, and Grady Porter Building/Veterans Memorial Courthouse**

This resolution authorizes an agreement with McKearney Asphalt & Sealing Inc., for the reconstruction and paving of the parking lots at the Hilliard Building and Grady Porter Building/Veterans Memorial Courthouse. These lots are deteriorating and cause a safety/trip hazard.

Funding for the \$359,700, which includes a \$32,700 contingency, is available in an unused CIP account.

See memo for details.

**6d. Facilities Department – Resolution to Authorize an Agreement with Smart Homes Smart Offices for the Cameras at the Hilliard Building**

This resolution authorizes an agreement with Smart Homes Smart Offices for additional internal and external cameras for the Hilliard Building for a not to exceed price of \$16,635.65. Funding is available in the Facilities Building Repair & Maintenance Operating fund and is 50% reimbursable through an MMRMA grant.

See memo for details.

**6e. Facilities Department – Resolution to Authorize a Purchase Order to Knight Watch Inc., for Cameras in the Veteran Affairs Office at the Human Services Building**

This resolution authorizes a PO with Knight Watch Inc., for security cameras in the Veteran Affairs Office at HSB. Staff has some safety concerns about lack of surveillance of office visitors and this will provide them with an opportunity to view the waiting area.

Funding for the \$14,025.34 is available in the Human Services Building Repair & Maintenance Operating fund.

See memo for details.

**6f. Facilities Department – Resolution to Authorize a Lease Agreement with Vlahakis Family Limited Partnership for the Public Defender's Office Space**

This resolution authorizes a lease agreement for new Public Defender’s Office Space at 2025 S. Washington Ave. in Lansing, which will be funded through the DIDC yearly compliance plan, for the following terms:

<u>Year</u>	<u>Lease Rate/Sq. Ft.</u>	<u>Monthly Payment</u>	<u>Annual</u>
Years 1 - 10	\$26.75	\$41,667.59	\$500,011
Years 11 - 15	\$27.55	\$42,917.62	\$515,011.44
Years 16 - 20	\$28.38	\$44,205.15	\$530,461.80

Total 10-year cost is \$5,000,110.

See memo for details.

**7a. Road Department – Resolution to Rescind Resolution #24-164 and Approve Stop Sign Traffic Control Orders for Various Roads in the Edgemont Park Subdivision in Lansing Township**

This resolution rescinds Resolution #24-164, which approved stop sign traffic control orders for roads in Edgemont Park subdivision that was erroneously listed as Meridian Township instead of Lansing Township.

See memo for details.

**7b. Road Department – Resolution to Amend the Agreement with Wheatfield Township for the 2024 Local Road Program**

This resolution amends the existing Local Road Program agreement with Wheatfield Township to add work on Dennis Road. The Road Department will match up to 50% of the costs for the Wheatfield Township project up to the capped allocation amount of \$33,300.

See memo for details.

**Additional Items:**

- Lansing Economic Area Partnership – Presentation on Expanded Services**
- Community Mental Health – Bond Financing for Crisis Stabilization Center as Part of a New Behavioral Health Campus (Discussion/Update)**
- Human Resources Department – Reorganization of Human Resources (Discussion)**



May 7, 2024  
Ingham County Services Committee  
5303 S. Cedar  
Lansing, MI 48911

Dear Commissioners,

We are pleased to present this proposal for the renewal and expansion of our contract, aimed at enhancing economic development and community empowerment within Ingham County. This proposal outlines the history of our contract, current scope of services, options for consideration, and the rationale behind the proposed changes.

Our partnership began in 2018 with a contract valued at \$115,636.00 and in 2020, the value was reduced to \$105,000. Presently, 43% of the costs are shared by the following municipalities: Vevay Township DDA, Village of Webberville DDA, City of Leslie LDFA, Village of Dansville DDA, and City of Williamston EDC.

Our current contract involves the administration of the Ingham County Economic Development Corporation (EDC) and Brownfield Redevelopment Authority (BRA), encompassing all existing brownfield plans. Additionally, we provide support services to various entities listed above and assistance to special projects and other ombudsman services.

The proposed increases are justified by the growing economic development needs, increased community demand, and the need for sustainability beyond American Rescue Plan act funding. Each tier of the proposal offers significant benefits to the community, including inherent job creation, small business support, and community empowerment initiatives

Below we have presented three models for your consideration at no cost to the other five communities:

- Continuation Model: Continuance of core work with an inflationary increase from \$105,000 to \$130,000, including an annual 3% increase for contract renewal every 5 years. New Total for 2025: \$130,000.00
- Growth Model 1: Addition of \$90,000 annually for staff capacity enhancement, grant writing, small business support, and additional business ecosystem development. New Total: \$220,000.00
- Growth Model 2: Growth Model 1 plus an additional \$50,000 designated to the Ingham County EDC's Board as an Ingham County Empowerment Fund, for critical projects throughout the county. New Total: \$270,000.00

We believe that the proposed contract renewal and expansion will sustain and enhance (potentially to a large degree) the positive impact we have had on economic development and community well-being across Ingham County.



Thank you for considering our proposal. We look forward to further discussion and collaboration to advance our shared goals. Please contact our office should you require additional information or have any questions at (517) 285-6360.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Trezise, Jr.", is positioned above the typed name.

Robert L. Trezise, Jr.

President & CEO

Lansing Economic Area Partnership (LEAP)

LEAP-  
Ingham County Contract for  
Economic Development  
Services



## About LEAP

- The Lansing Economic Area Partnership (LEAP) works to actively build inclusive prosperity across the communities and businesses that make up the Lansing region of Clinton, Eaton and Ingham counties.
- LEAP is the regional Economic Development Organization (EDO) for Region 7.
- We help existing companies and entrepreneurs in the region create ideas, wealth-building revenue, jobs and investment and lead regional efforts to compete with other regions, states and countries to secure new jobs and investments.
- A one-stop-shop for businesses of all sizes!
- LEAP is a 501(c)(6), non-government agency, funded by private and public investment. LEAP exists solely due to member support of its regional mission.



# 2012-2023 Cumulative Impact

Total Project Investment

**\$6.6B+**

Direct Jobs

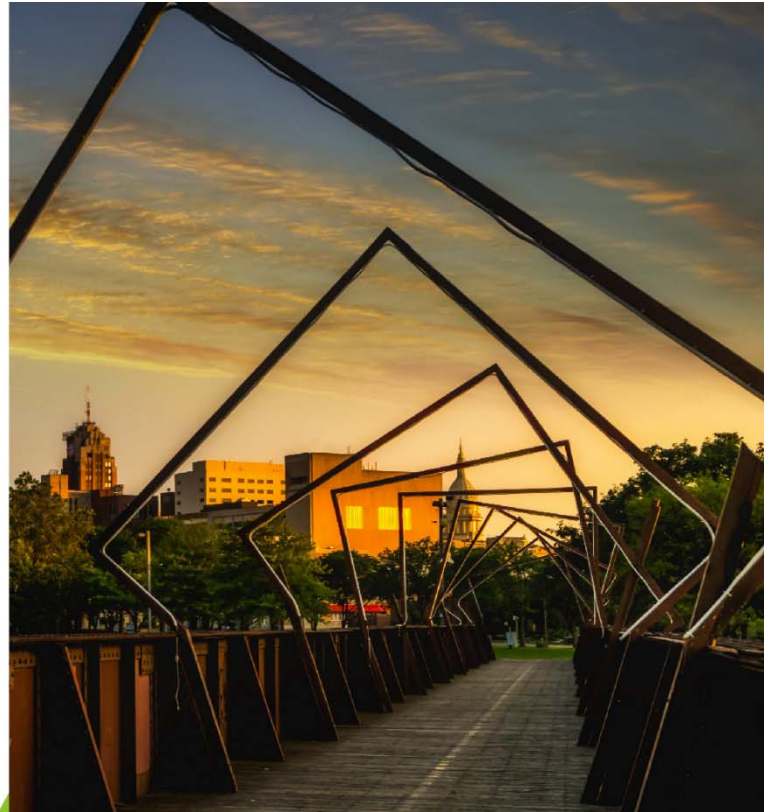
**10,923**

Projects

**214**

Companies  
Launched

**245**



## History of Contract

- Began in 2018 at \$115,636.00
- In 2020 it was reduced to be \$105,000 due to Mason LDFA ending their contract. (Resolution #20-195)
- 43% of total current contract cost is shared between individual municipalities via "micro-contracts":
  - City of Leslie LDFA
  - City of Williamston EDC
  - Vevay Township DDA
  - Village of Dansville DDA
  - Village of Webberville DDA



# Current Scope (High Level)

- Administration of the Ingham County Economic Development Corporation (EDC) and Brownfield Redevelopment Authority (BRA)
  - Maintenance of all current brownfield plans, project audit support as needed
- Specific support services for 5 listed communities and respective local economic development entities, attendance of regular meetings, technical assistance
- Engagement with other communities that request more Ingham/LEAP services
- Ombudsman services for businesses across Ingham County govt
- Grant application and management of grants like the EPA Brownfield Assessment Grant
- Special projects as assigned (EV Ecosystem marketing piece in 2021, Ingham CDBG admin for site readiness funding for 4 sites 2020-2023, etc.)

## Options for consideration: Continuation Model

- Recommend structure of no increase to the small budget of the 5 municipal communities:
  - Continuance of current scope of work with an inflationary increase from \$105,000 to be **\$130,000** in the contract with a 3% year-over-year increase, renewed every 5 years
    - All internal and external costs associated with LEAP contract services have increased; labor, mileage, rent, prof. services, etc.
      - Initial contract in 2018 was \$115,636, dropped 9% over 6 years rather than appropriate incremental increase
      - \$130,000 represents a 12% increase from initial contract value, less than the inflationary effect of 2021 and 2022 alone

## Options for consideration: Growth Model 1

- Continuation plus an increase of \$90,000 annually for new, additional staff capacity (supercharged)
  - Expanded grant writing support
  - In the trenches - small business retention / expansion efforts
  - In the trenches - community main street work
  - Housing TIF plans/BRA (administration)
  - Additional business ecosystem development (childcare, housing, workforce, transit)
  - More content development for Ingham County-specific webpage on LEAP site

## Options for consideration: Growth Model 2 Ingham County Empowerment Fund

- Growth Model 1 Increased Capacity plus one key Addition:
  - +\$50,000 designated to Ingham County EDC's Board, "Ingham County Empowerment Fund" replenished annually to the EDC Board
    - Funds to be used at EDC discretion for critical projects throughout the county
      - Grants or loans small businesses
      - Child Care support programs
      - DEI program assistance
      - Pilot innovation programs
      - Municipal capacity programming

# Why should we increase economic development services in Ingham County?

- Observations of additional community demand, particularly rural
- Growing economic development needs county-wide (urban, suburban and rural), with new state toolbox to expertly implement
- ARPA is coming to end, this is a sustainable way to continue the good work that was heavily augmented 2021-2024 via Ingham Sunrise programming LEAP managed under separate contract

Questions?

Thank you!

**Bob Trezise**

President & CEO  
bob@purelansing.com  
(517) 285-6360

**Emma Bostwick**

Director of Business Attraction  
emma@purelansing.com  
(517) 388-1947





Agenda Item: Board of Directors

Month, Year: April, 2024

Major Program: General Administration

Component Program: Property and Facilities

Agenda Item Title: Approval to Pursue Bond Financing: For Purchase of and Renovations to the Women’s Health Center Building for the new Crisis Stabilization Unit

**SUMMARY OF CONTRACT/PROPOSAL:**

Community Mental Health Authority of Clinton, Eaton, and Ingham Counties (CMHA-CEI) is seeking approval to begin the process to obtain Bond Financing. CMHA-CEI plans to position a Crisis Stabilization Center on the previous McLaren Greenlawn location as part of a new Behavioral Health Campus. Bond financing is needed for purchase and renovations to the existing Women’s Health Center Building in order to create spaces that will meet the operational need. Renovations will include updating colors and finishes to create a warm and welcoming environment and update the building infrastructure. CMHA CEI staff will work directly with Ingham County, the Ingham County Building Authority and Bond Council to develop the needed documents to complete the transaction.

**Purchase Details:** CMHA CEI will through Ingham County and the Ingham County Building Authority with the use of proposed fund sources purchase the existing Women’s Health Center Building, Surface Parking and the Radiology and Oncology building as part of the purchase agreement.

**Project Details:** CMHA CEI will renovate 80,520 square feet of the Women’s Health Center Building that will include demolition of removing walls, some flooring, and ceilings. New construction will consist of building out new walls, with the installation of some new flooring, and ceilings, including anti ligature construction for Consumer / Patient rooms to meet operational needs, update colors and finishes to create a warm and welcoming environment and update the buildings infrastructure.

**Project Funding and Sources:**

Grant Funding:	\$10,800,000
<u>Bond Financing:</u>	<u>\$24,000,000</u>
Total Project	\$34,800,000

**Project Costs:**

Purchase, Renovations: \$31,600,000  
Owner Costs (furniture/furnishings, etc.): \$3,200,000.

**Proposed Lease:** CMHA CEI will make lease payments to Ingham County as a means to pay back the Bond of \$24,000,000.00 over a period of 25 years at which time CMHA CEI will take ownership of the buildings. The overall agreement with Ingham County will include a Ground Lease, Lease and Sublease that will be structured between CMHA CEI, Ingham County and the Ingham County Building Authority.

A separate Fact Sheet will be provided to obtain further approval for execution of the needed documents to complete the needed transactions when ready.

The expense of the purchase and renovations are reflected in CMHA-CEI’s FY 2024-2025 budget. The expense for renovations will not affect CMHA-CEI’s fund balance.

TO: County Services and Finance Committees

FROM: Alan Fox, Ingham County Treasurer

DATE: April 15, 2024

SUBJECT: Resolution to Purchase Foreclosed Parcel 33-25-05-14-177-010

---

**BACKGROUND**

This parcel was foreclosed April 2, 2024 for nonpayment of 2021 property taxes. The parcel is probably the result of a surveying or clerical error. It is approximately 200 feet long and three inches wide. It is adjacent to a county road that is not part of a parcel. The best outcome is to eliminate the parcel by combining it with the road. This may be accomplished if the county uses the foreclosure process to acquire the parcel.

The county has the authority to do so before the parcel is offered for auction. The county must pay the taxes due on the parcel, \$805.07. The funds to do that may be transferred from the Delinquent Tax Revolving fund for a prior year. Doing so at this point in the process will remove a requirement that these funds must be collected from taxing authorities instead.

**FINANCIAL IMPACT**

If handled as proposed, there is not cost to the county. Funds now held in Fund 527, the Delinquent Tax Revolving Fund account for 2017, will be transferred to Funds 521, 522, and 523, the Delinquent Tax Revolving Fund accounts for 2021, 2022, and 2023.

**RECOMMENDATION**

I recommend the Board of Commissioners take the proposed action.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO PURCHASE FORECLOSED PARCEL 33-25-05-14-177-010**

WHEREAS, the Ingham County Treasurer, acting as the Foreclosing Governmental Unit for Ingham County, has foreclosed for nonpayment of property taxes property in Delhi Township designated as parcel 33-25-05-14-177-010, with a legal description of DP 3479 OUTLOT A, THE PARK SUBD.; and

WHEREAS, the parcel is a thin strip unsuitable for any use and adjacent to a county road; and

WHEREAS, the best outcome of this situation is to combine the parcel with the adjoining road and remove it from the tax rolls; and

WHEREAS, the county is permitted, under Michigan Compiled Laws Section 211.78m(1) to purchase the property from the foreclosing governmental unit not later than the first Tuesday in July for the amount of the auction minimum bid, unless a claimant has filed a claim for remaining proceeds under Michigan Compiled Laws section 211.78t(2) on or before July 1, 2024; and

WHEREAS, the auction minimum bid amount is \$805.07; and

WHEREAS, this amount may be paid by transfer of funds from the Delinquent Tax Revolving Fund year 2017, Fund 527, into the Delinquent Tax Revolving Funds 521, 522, and 523 at no cost to the county; and

WHEREAS, this transfer has been approved by the Ingham County Treasurer.

THEREFORE BE IT RESOLVED, that Ingham County purchases parcel 33-25-04-14-177-010 from the Ingham County Treasurer acting as the Foreclosing Governmental Unit for Ingham County for \$805.07 to be transferred from Fund 527.

BE IT FURTHER RESOLVED, that the parcel will be deeded to Ingham County Road for the purpose of combining it with the adjacent road and removing it from the tax roll.

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

BE IT FURTHER RESOLVED, that this resolution has no effect if, by the legal deadline for doing so, a claimant with interest in the parcel files a claim for remaining proceeds pursuant to Michigan Compiled Laws Section 211.78t(2).

TO: County Services and Finance Committees

FROM: Alan Fox, Ingham County Treasurer

DATE: April 16, 2024

SUBJECT: Resolution to Amend the Property Assessed Clean Energy (PACE) Program

---

**BACKGROUND**

In 2012, the Board of Commissioners established a property assessed clean energy program (“PACE Program”) in the county under the terms of the Michigan PACE statute. The program was amended by Board action in 2018. A PACE program promotes the use of renewable energy systems and energy efficiency measures in commercial structures by using the county’s authority to place special assessments on property as a financial security for private lenders.

No county funds, taxes, or credit are involved in these arrangements. Several projects in Ingham County have made use of this tool, including developments in downtown Lansing and the recently completed Red Cedar development.

Two 2023 statutes expanded the purposes for which funds may be raised through PACE loans to include environmental hazard remediations and mitigation of weather hazards. The county’s Program should be amended to include these purposes. The proposed Program revision includes these changes as well as certain technical and formatting amendments.

**FINANCIAL IMPACT**

There is no financial impact to the county.

**RECOMMENDATION**

I recommend the Board of Commissioners approve the resolution revising the Program.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AMENDING RESOLUTIONS 12-368 AND 18-249,  
APPROVING THE ESTABLISHMENT OF AND AMENDING THE  
PROPERTY ASSESSED CLEAN ENERGY PROGRAM**

WHEREAS, the Board of Commissioners of Ingham County, Michigan in Resolution #12-368, approved the establishment of a property assessed clean energy program (“PACE Program”) and created a PACE district pursuant to Act No. 270, Public Acts of Michigan, 2010, being MCL 460.931 *et seq.* (“the PACE statute”), for the purpose of promoting the use of renewable energy systems and energy efficiency improvements by owners of certain real property, and in Resolution #18-249 amended the PACE Program; and

WHEREAS, the Board of Commissioners established a PACE Program as described in the PACE Report, so as to provide a property owner based method of financing and funds for energy projects, including owner-arranged financing from a commercial lender, which funds and financing shall be secured and repaid by assessments on the property benefited, with the agreement of the record owners, such that no County moneys, general County taxes, or County credit of any kind whatsoever shall be pledged, committed, impaired, or used in connection with any project as required by, and subject to, the PACE statute; and

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

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

WHEREAS, Public Act 270 of 2010 has been recently amended with the passage of Senate Bills 302 & 303 of 2023; and

WHEREAS, the projects that may now be financed under the PACE Program have been amended to provide the option for property owners of retrofits or rehab projects to waive the energy savings guarantee; for new construction, the energy savings guarantee is no longer required; require that new construction be built above Michigan’s energy code; allow for the financing of environmental hazard projects including mitigation of lead, heavy metal, or PFAS contamination in potable water systems; mitigation of lead paint contamination; mitigation of the effects of floods or drought; and increase the resistance of property against severe weather.



WHEREAS, it has been determined that the PACE Program and PACE Report approved in 2012 and amended in 2018 requires further amendment to be consistent with the amended statute; and

WHEREAS, an amended PACE Program Report has been prepared and reviewed.

WHEREAS, an amended PACE Program Report has been prepared and made available to the public.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners amends Resolution #12-368, as amended by Resolution #18-249, approving amendments to the Ingham County Property Assessed Clean Energy (PACE) Program, and adopts the amended PACE Program Report attached as an Exhibit to this Resolution.

BE IT FURTHER RESOLVED, that all other provisions of the PACE Program not amended herein shall remain in full force and effect.

BE IT FURTHER RESOLVED, that all resolutions and parts of resolutions are, to the extent of any conflict with this resolution, hereby rescinded.

# INGHAM COUNTY, MICHIGAN



INGHAM COUNTY

## PACE PROGRAM REPORT

**Approved November 13, 2012**

**Amended June 12, 2018**

**Amended February 13, 2024**

---

This Lean & Green Michigan™ PACE Program Report contains the information required by Section 9 of Michigan Public Act No. 270 of 2010, as amended. Additional information is available from Ingham County. (“Ingham”). The PACE Program and PACE Program Report were approved by the Board of Commissioners on November 13, 2012 subsequent to a public hearing held on October 23, 2012. The Ingham County PACE Program and PACE Program Report were amended on June 8, 2018, subsequent to a public hearing held on May 22, 2018. The PACE Program and PACE Program Report were amended on February 13, 2024.

## TABLE OF CONTENTS

	<u>Page</u>
Introduction.....	1
Lean & Green Michigan™ PACE Program Report.....	2
APPENDIX A – PACE Special Assessment Agreement.....	9
SAA Appendix A – Program Eligibility Checklist.....	29
SAA Appendix B – Special Assessment Parcel Description .....	30
SAA Appendix C – Special Assessment Roll.....	31
SAA Appendix D – Payment Schedule.....	32
SAA Appendix E – Description of Improvements.....	33
SAA Appendix F – PACE Program Application .....	34
SAA Appendix G –Form of Certificate of Assignment .....	38
SAA Appendix H –Form of Lender Consent.....	40
SAA Appendix I - Form of Waiver of SIR and Savings Guarantee .....	42

## INTRODUCTION

Michigan Public Act No. 270 of 2010, as amended (“the PACE Statute”) authorizes local units of government to adopt Property Assessed Clean Energy (“PACE”) programs to promote the installation of renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects by owners of commercial or industrial property within a district designated by the local unit of government.

In order to encourage economic development, improve property valuation, increase employment, reduce energy costs, reduce greenhouse gas emissions, and contribute to the public health and welfare in Ingham County (the County), the County Commission established the Ingham County Property Assessed Clean Energy Program and PACE district pursuant to the PACE Statute by joining Lean & Green Michigan™ (the “PACE Program” or “Program”). The PACE Program has identified specific sources of commercial funding to finance PACE Projects within the County PACE district, which is coterminous with the County’s jurisdictional boundaries.

The purpose of this PACE Program Report is to fulfill the requirements of the PACE Statute. Section 9 of the PACE Statute requires a report that includes: a form of contract between the County and the record owner; identification of an official authorized to enter into program contracts on behalf of the County; a maximum aggregate amount for financing provided by the County under the program; an application process and eligibility requirements; methods for determining repayment periods, the maximum amount of assessment, and interest rates on assessment installments; an explanation of how assessments will be made and collected; a plan for raising capital; procedures to determine information regarding reserve funds and fees of the program; a requirement that the term of the assessment not exceed the useful life of the project; a requirement of an appropriate ratio of the amount All assessment to the assessed value of the property; requirement of consent from the mortgage holder; provisions for marketing and participant education; provisions for adequate debt service reserve fund; quality assurance and antifraud measures; and a requirement for baseline energy audit or energy modeling, ongoing savings measurements and performance guarantees for retrofit projects over \$250,000 in assessments unless waived by the property owner; for new construction energy projects, a requirement that the building or other structure exceed applicable requirements of the Michigan uniform energy code.

As many of the details of a PACE transaction are determined on a project-specific basis, adjustments to the model contract may be required to fit a particular transaction. Additionally, there are several blanks left in the model contract that should be filled in when the corresponding information is known.

Lean & Green Michigan, LLC (“LAGM”) developed a collaborative approach to PACE programs for local units of government by standardizing the administrative and legal process under which PACE programs are created and managed. Many local units of government throughout the state have joined or are in the process of joining the Lean & Green Michigan™ PACE program. This approach creates one efficient statewide market, allowing property owners, lenders, and contractors to utilize a standardized process as they employ PACE financing in multiple jurisdictions throughout the state.

# INGHAM PROGRAM REPORT

## **1. Form of PACE Contract**

A form of model PACE Special Assessment Agreement is attached as **Appendix A**. Individual property owners may negotiate project-specific terms to be included in an actual agreement based upon the specific renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects to be financed through the individual agreement, subject to the limitations set forth herein.

## **2. Authorized Official/PACE Administrator**

The County Treasurer or his/her designee, (the “Authorized Official”) is authorized to enter into PACE Contracts or PACE Special Assessment Agreements on behalf of County in consultation with LAGM. The Authorized Official is further authorized to sign any agreement, documents, or certificates necessary to facilitate the participation of property owners and to facilitate the purposes hereunder.

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

## **3. Financing Parameters**

The dollar amount for financing of a particular project will be established by the property owner seeking to make the property improvement(s) and the commercial lender seeking to finance the improvement(s). The maximum aggregate annual amount for all financing to be provided by Ingham County shall be one (\$1) dollar. The maximum aggregate dollar amount for financing provided by the County may be adjusted and/or amended on an annual basis or more frequently by the Board of Commissioners and will remain at one (\$1) dollar for each subsequent fiscal year thereafter unless modified by the Board of County Commissioners.

Owner-arranged and other financing from commercial lenders, as allowed under the PACE statute, Section 9(1)(g)(iii), are separate sources of financing from the financing provided by Ingham County. Owner-arranged and other financing from commercial lenders is not included under the maximum aggregate annual dollar amount for all financing provided by Ingham County under the Program. The dollar amount for financing of a particular Project will be established by the property owner seeking to implement and the commercial lender seeking to finance the implementation of renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects; as approved by LAGM and the Authorized Official.

## **4. Application Process/Eligibility Requirements**

**Application Process:** The application process for financing projects under the Program shall be that of LAGM. The current application form is attached as **SAA Appendix F**. This form may be changed or amended as necessary by LAGM.

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

## **5. Financing Terms of Assessments**

For funds supplied by Ingham County, the interest rate on a PACE special assessment shall be sufficient to pay principal and interest on the bonds as determined by the Authorized.

Official. Additional financing terms shall be negotiated between the property owner and bond purchasers/commercial lenders.

The interest rate for PACE special assessment installments supplied by commercial lenders shall be negotiated by the parties based on current market conditions.

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

The maximum dollar amount of a PACE special assessment shall be negotiated on a project-specific basis between the property owner and the entity providing the financing based upon the specific renewable energy systems, energy efficiency improvements, and environmental hazard projects included in the individual PACE Special Assessment Agreement.

## **6. Assessment Collection Process**

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

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

The Special Assessment Roll, attached as **SAA Appendix C**, will be spread by the Authorized Official, or appropriate official, on behalf of the County and without objection by the property owner to allocate one hundred percent (100%) of the PACE special assessment levy created hereby to the Special Assessment Parcel.

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

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

The Ingham County Delinquent Tax Revolving Fund (“DTRF”) shall not be used to advance, satisfy, or pay any delinquent installment of the PACE special assessment, and no City or County funds will be used to repay any PACE special assessment placed under this program. The commercial lender will waive any claim to be able to seek payment from the City or County through the DTRF in the PACE Special Assessment Agreement.

## **7. Financing Program**

LAGM has developed and will continue to develop an active roster of financial institutions, institutional investors, and other sources of private capital available to finance PACE projects in Michigan. By participating in LAGM, the County helps its constituent property owners gain access to private capital made available through

the statewide program. The County authorizes the use of owner-arranged financing from commercial lenders to finance qualified Projects under the Program.

## **8. Reserve Fund**

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

By participating in the Lean & Green Michigan™ program, the County assists its constituent property owners in taking advantage of any and all appropriate loan loss reserve and gap financing programs of the Michigan Economic Development Corporation (“MEDC”) and other federal and state entities. Such financing mechanisms can be used to finance a reserve fund if deemed necessary and appropriate by the County.

## **9. Fee Schedule**

Application, administration, and program fees for record owners shall be those of LAGM. Administration and program fees will be determined on a project-specific basis and will depend on the size, nature and complexity of the project(s) and financing mechanism(s) involved. A copy of the current LAGM administration and program fees is published by LAGM in its PACE Program Manual available upon request and at LAGM’s website.

## **10. Useful Life**

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

## **11. Property Eligibility Parameters**

The ratio of the amount of the assessment to the market value of the property must be appropriate and shall be set forth in the PACE Special Assessment Agreement for each project. Additionally, the overall indebtedness on the property must be appropriate. In calculating the appropriate ratios, the property owner and the lender providing the financing may determine the market value of the property using either: 1) the market value of the property before the Project as agreed to by the property owner and the lender providing the financing using a proper measure such as a recent appraisal or two times the State Equalized Value; or 2) the market value of the property upon completion of the Project as agreed to by the property owner and the lender providing the financing using a proper measure such as an appraisal of the “as completed” value of the property.

In calculating the appropriate ratio of the amount of the assessment to the market value of the property, the cost of the Project (excluding closing costs and interest) shall generally not exceed 25% of the market value of the property.

In calculating the appropriate ratio of total indebtedness on the property to the market value of the property, prior debt secured by the property plus the PACE loan shall generally not exceed 90% of the market value of the property.

LAGM and the Authorized Official may permit projects that exceed these values for reasonable cause on a case-by-case basis, and in such cases must include a letter of explanation as an addendum to the Special Assessment Agreement.

## **12. Mortgagee Consent Requirement**

If a property is subject to a mortgage the record owner must obtain written consent from the mortgagee to participate in the Program. Proof of lender consent must be submitted before a Special Assessment Agreement may be executed. A form of lender consent to participate in a PACE Program is attached as **SAA Appendix H**.

## **13. Marketing Program**

LAGM has developed an ongoing marketing and participant education program. By joining Lean & Green Michigan™, the County gains access to this program and agrees to partner with LAGM in educating property owners in the County about opportunities to save energy, save money and improve their property value. The County authorizes the use of the County's logo by LAGM to be incorporated into the LAGM website and other communication vehicles. More information regarding the Program can be obtained at LAGM's website: [www.leanandgreenmi.com](http://www.leanandgreenmi.com); or at the County's website at <http://ingham.org/>.

## **14. Quality Assurance and Antifraud Measures**

LAGM includes the following quality assurance and antifraud measures:

- Business integrity review on clean energy contractors conducted by Michigan Saves;
- Background check process on clean energy contractors conducted by Michigan Saves; and
- Other general due diligence as may be necessary or required.

## **15. Energy Audit or Energy Modeling Requirement**

As set forth in the PACE Program Application, a baseline energy audit or energy modeling must be completed before a Project is approved. Each contract should provide adequate funding for monitoring and verification of energy savings throughout the life of the special assessment.

## **16. Savings-to-Investment Ratio and Savings Guarantee Requirements**

Unless waived by the record owner, Projects financed with more than \$250,000 require ongoing measurements to establish energy savings and a guarantee from the contractor that the energy project will achieve a savings to investment ratio greater than one.

This requirement may be waived by the record owner and is not applicable to a new construction energy project.

## **17. Amendments to the Program**

A public hearing shall not be required to amend this Program. LAGM may amend the County PACE program as necessary from time to time.



APPENDIX A  
SPECIAL ASSESSMENT AGREEMENT

SPACE ABOVE FOR RECORDING

PURPOSES \_\_\_\_\_

**PACE SPECIAL ASSESSMENT AGREEMENT  
(OWNER-ARRANGED FINANCING)**

*by and among*

**INGAHM COUNTY, MICHIGAN**

*and*

**PROPERTY OWNER**

*and*

**PACE LENDER**

**Dated:** \_\_\_\_\_

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
ARTICLE I DEFINITIONS .....	12
ARTICLE II DESCRIPTION OF IMPROVEMENTS .....	14
ARTICLE III COVENANTS OF THE PROPERTY OWNER .....	14
ARTICLE IV PACE SPECIAL ASSESSMENT .....	15
ARTICLE V CONDITIONS PRECEDENT .....	20
ARTICLE VI REPRESENTATIONS AND WARRANTIES .....	21
ARTICLE VII DEFAULT .....	23
ARTICLE VIII MISCELLANEOUS .....	24

**APPENDIX:**

APPENDIX A:	PROGRAM ELIGIBILITY REQUIREMENTS
APPENDIX B:	SPECIAL ASSESSMENT PARCEL DESCRIPTION
APPENDIX C:	SPECIAL ASSESSMENT ROLL
APPENDIX D:	PAYMENT SCHEDULE
APPENDIX E:	DESCRIPTION OF IMPROVEMENTS
APPENDIX F:	LEAN & GREEN MICHIGAN PACE PROGRAM APPLICATION
APPENDIX G:	FORM OF CERTIFICATE OF ASSIGNMENT
APPENDIX H:	FORM OF LENDER CONSENT
APPENDIX I:	FORM OF WAIVER OF SIR AND SAVINGS GUARANTEE

**PACE SPECIAL ASSESSMENT AGREEMENT**  
**(OWNER-ARRANGED FINANCING)**

**THIS PACE SPECIAL ASSESSMENT AGREEMENT** (this “Agreement”) is made this [INSERT DATE] among Ingham County, a Michigan County corporation (the “County”), whose address is 341 S. Jefferson, PO Box 179, Mason, MI 48854, PROPERTY OWNER, a Michigan limited liability company (the “Property Owner”), whose address is INSERT ADDRESS, and PACE LENDER, a Michigan limited liability company (the “Lender”), whose address is INSERT ADDRESS.

**RECITALS:**

A. Pursuant to the PACE Statute and a resolution adopted by the Ingham County Commission on November 13, 2012, the County has established the PACE Program as described in the PACE Program Report and has created the Special Assessment District under the PACE Program for the purpose, *inter alia*, of assisting a record owner of property within the Special Assessment District in obtaining Owner-Arranged Financing from a commercial lender to defray the costs of one or more Projects on the property.

B. Under the PACE Statute, the County is authorized, pursuant to an agreement with the record owner of property within the Special Assessment District, to impose a special assessment on the property to be benefitted by the Project in order to secure and provide for the repayment of the Owner-Arranged Financing.

C. The Property Owner desires to undertake a certain Project on commercial, industrial, or agricultural property of the Property Owner located within the Special Assessment District, as described herein, and has obtained a commitment from the Lender to make the Loan to the Property Owner to defray its cost.

D. In order to induce the Lender to make the Loan to the Property Owner, the Property Owner has requested that the County enter into this Agreement to impose a special assessment on the property to be benefitted by the Projects, in accordance with the PACE Statute, which special assessment will secure and provide for repayment of the Loan from the Lender.

E. Pursuant to the PACE Statute and the PACE Program, the County is authorized to enter into this Agreement.

In consideration of the foregoing and the mutual covenants contained in this Agreement, the County, the Property Owner, and the Lender agree that:

## ARTICLE I DEFINITIONS

**Section 1.01 Definitions.** Capitalized terms used in this Agreement and Recitals shall have the meanings stated in the PACE Statute and as stated immediately below, except to the extent the context in which they are used requires otherwise:

(a) **“The PACE Statute”** means Act 270 of the Michigan Public Acts of 2010, as amended, commonly referred to as the Property Assessed Clean Energy Act, MCL 460.931 *et seq.*

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

(c) **“Applicable Interest Rate”** means the per annum rate of interest specified in the Loan Documents at which the Special Assessment Roll bears interest as calculated by the Lender in accordance with the provisions of Section 4.01 of this Agreement.

(d) **“Authorized Official”** means the [Authorized Official Title], or his/her designee, who is authorized to exercise the authority of an Authorized Official under the terms of the PACE Program Report.

(e) **“Default Rate”** means the rates dictated for cities by the Michigan General Property Tax Act of 1893, as amended (MCL 211.78a and 211.78g).

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

(g) **“Energy Project”** means any of the following: an Energy Efficiency Improvement; or the acquisition, installation, replacement or modification of a Renewable Energy System or anaerobic digester.

(h) **“Environmental Hazard Project”** means the acquisition, installation, replacement, or modification of equipment, devices, or materials intended to address environmental hazards, including, but not limited to, measures to do any of the following: mitigate lead, heavy metal, or PFAS contamination in potable water systems; mitigate the effects of floods or drought; increase the resistance of property against severe weather; mitigate lead paint contamination.

(i) **“Event of Default”** has the meaning set forth in Section 7.01 hereof.

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

(k) **“General Property Tax Act”** means the General Property Tax Act, Act 206, Public Acts of Michigan, 1893, as amended.

(l) **“Improvements”** means the renewable energy systems, energy efficiency improvements, water usage improvements, and environmental hazard projects being undertaken by the Property Owner on the Special Assessment Parcel as described in **Appendix E** attached hereto.

(m) **“LAGM”** shall mean Lean & Green Michigan, LLC, a Michigan limited liability company.

(n) **“Lean & Green Michigan™”** means a statewide property assessed clean energy program open to all local units of government operated as a public-private partnership by LAGM in order to facilitate property assessed clean energy program-financed transactions.

(o) “**Lender**” has the meaning set forth in the preamble.

(p) “**Loan**” means the loan obtained by the Property Owner from the Lender pursuant to Owner-Arranged Financing to defray a portion of the cost of the Improvements under the terms of the Loan Documents.

(q) “**Loan Documents**” means the Loan Agreement, dated as of [INSERT DATE], between the Property Owner and the Lender and any and all exhibits or attachments thereto, including any documents amending, restating, replacing, extending, or otherwise modifying the Loan Agreement and all documents provided to the Lender from time to time by the Property Owner to evidence or secure the Loan as required pursuant to the terms of the Loan Agreement.

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

(s) “**PACE Program**” shall mean the property assessed clean energy program implemented by the County pursuant to the PACE Statute and the PACE Program Report to stimulate renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects in conformity with the PACE Statute.

(t) “**PACE Program Report**” means the Lean & Green Michigan™ PACE Program Report approved by the Ingham County Commission on November 13, 2012, including any amendments or changes thereto made before the date of this Agreement.

(u) “**Payment Schedule**” has the meaning set forth in Section 4.01 hereof.

(v) “**Project**” means an Environmental Hazard Project or Energy Project.

(w) “**Property Owner**” has the meaning set forth in the preamble.

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

(y) “**Special Assessment**” means the money obligation created pursuant to this Agreement with respect to the Special Assessment Parcel used to defray the cost of the Improvements and which shall, together with all interest, charges and penalties which may accrue thereon, be a lien upon the Special Assessment Parcel of the same priority and status as other property tax liens and other assessment liens as provided in the PACE Statute until such amounts have been paid in full.

(z) “**Special Assessment District**” means the Special Assessment District established as part of the PACE Program pursuant to the PACE Statute.

(aa) “**Special Assessment Parcel**” means the property located in the Special Assessment District to which one hundred percent (100%) of the Special Assessment has been spread by the County and which is more particularly described on the attached **Appendix B**.

(bb) “**Special Assessment Roll**” has the meaning set forth in Section 4.01 hereof.

**ARTICLE II**  
**DESCRIPTION OF IMPROVEMENTS**

**Section 2.01 Description of Improvements.** The Improvements to be acquired, constructed, installed, and financed by the Property Owner under the PACE Program are described in **Appendix E** attached hereto. If after project approval, the Property Owner seeks to undertake additional Improvements, **Appendix E** may be amended or supplemented from time to time. Such additional Improvements must meet all the eligibility criteria of the PACE Program and the PACE Program Report and may be added to the original application as a modification, or submitted as a new project, at the discretion of LAGM and the Authorized Official.

**ARTICLE III**  
**COVENANTS OF THE PROPERTY OWNER**

**Section 3.01 Acquisition, Construction, and Installation of Improvements.**

(a) The Property Owner covenants and agrees to acquire, construct, and install the Improvements as described in **Appendix E** on the Special Assessment Parcel described on **Appendix B** in full conformity with all applicable laws and regulations and in compliance with the PACE Program eligibility requirements set forth in **Appendix A**. If the proceeds of the Loan are not sufficient to pay the costs of the Improvements as aforesaid, the Property Owner agrees to complete the Improvements and to pay that portion of the costs of the Improvements in excess of the amount of the Loan. The Property Owner acknowledges and agrees that the County makes no representation, either express or implied, that the proceeds of the Loan will be sufficient to pay the total costs of the Improvements, and the Property Owner agrees that if, after exhaustion of the proceeds of the Loan, the Property Owner shall be required to pay any portion of the costs of the Improvements from its own funds, the Property Owner shall not be entitled to any reimbursement therefore from the County or from the Lender, nor shall the Property Owner be entitled to any abatement or diminution of the amount of the Special Assessment created by this Agreement or of any interest, charges or penalties which may accrue thereon.

(b) To provide for monitoring and verification of the Project, the Property Owner has created an Energy Star Portfolio Manager account and has linked this account to the LAGM Energy Star Portfolio Manager account. The Property Owner has entered all electricity bills for the Special Assessment Parcel for the year (12 consecutive months) immediately preceding the installation of the Project. The Property Owner further agrees to enter its electricity bills for the duration of the Agreement on an annual basis. Annual electricity bills for the Special Assessment Parcel will be entered into the Property Owner's Energy Star Portfolio Manager account by January 31 of each year after the year for which the electricity bills are to be entered.

**ARTICLE IV**  
**PACE SPECIAL ASSESSMENT**

**Section 4.01 PACE Special Assessment Created.**

(a) At the request of the Property Owner, the County hereby determines to assist the Property Owner in obtaining the Loan to defray a portion of the cost of the Improvements on the Special Assessment Parcel by the levy of the Special Assessment upon the Special Assessment Parcel, which the Authorized Official on behalf of the County finds is especially benefited in proportion to the cost of the Improvements. The Special Assessment created hereby has been spread by the Authorized Official on behalf of the County on the Special Assessment Roll attached hereto as **Appendix C** (the “Special Assessment Roll”), with the consent of the Property Owner, to allocate one hundred percent (100%) of the Special Assessment to the Special Assessment Parcel.

(b) The Special Assessment, as allocated by the Authorized Official with the consent of the Property Owner, is hereby finally established and levied against the Special Assessment Parcel as described on the attached **Appendix B** in the principal amount of [INSERT LOAN AMOUNT] as stated on the Special Assessment Roll. The Special Assessment is effective immediately upon the execution and delivery of this Agreement by the Property Owner. The Special Assessment shall be paid by the Property Owner in [NUMBER] semi-annual installments on the dates and in the amounts set forth in the payment schedule attached hereto as **Appendix D** (the “Payment Schedule”). The Special Assessment Roll and the Payment Schedule are hereby confirmed by the Authorized Official on behalf of the County. The unpaid amount of the Special Assessment Roll shall bear interest from the date of execution and delivery of this Agreement at the Applicable Interest Rate, as calculated by the Lender in accordance with the terms of the Loan Documents, payable by the Property Owner semi-annually on each date on which any installment of the Special Assessment is due in accordance with the Payment Schedule. Notwithstanding the foregoing, (i) if any installment of the Special Assessment or any interest due and payable on the Special Assessment Roll is not paid by the Property Owner when and as the same shall become due and payable in accordance with the provisions of this Section 4.01 or (ii) any “event of default” under the Loan Documents has occurred and is continuing, the unpaid amount of the Special Assessment Roll shall bear interest at the Default Rate as calculated by the Lender in accordance with the terms of the Loan Documents, for as long as such amounts remain unpaid or for so long as such “event of default” under the Loan Documents exists and is continuing. The County, the Property Owner and the Lender agree that the Lender shall be solely responsible for the determination from time to time of the Applicable Interest Rate and the Default Rate and the amount of interest due and payable by the Property Owner on the Special Assessment Roll on each day on which interest thereon is due and payable as provided in this Agreement, and the Lender’s determination thereof shall be binding on the Property Owner absent manifest error. The Property Owner and the Lender agree that the County shall under no circumstance have any obligation to determine the Applicable Interest Rate or the Default Rate or to calculate the amount of any interest payment due on the Special Assessment Roll as provided in this Agreement, and the County may conclusively rely upon the Lender’s determinations thereof for the purpose of exercising and discharging all of the County’s rights and obligations under this Agreement. The Lender agrees to provide, or cause to be provided, notice to the Property Owner and the County of the determinations of the Applicable Interest Rate and the Default Rate, as applicable, pursuant to this Section 4.01(b) at such times, and from time to time, as the Property Owner or the County may request.

**Section 4.02 Assignment of Special Assessment Payments to Lender.** At the request of the Property Owner and the Lender, and pursuant to Section 9(g)(iii) of the PACE Statute, the County hereby irrevocably assigns to the Lender its right to receive all installments of the Special Assessment required to be paid by the Property Owner pursuant to this Agreement, whether in accordance with the Payment Schedule or upon prepayment of the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01(b) of this Agreement. In pursuance of the foregoing, the County, the Property Owner and the Lender agree that, except as provided in Section 4.05 of



this Agreement, (i) all installments of the Special Assessment, whether payable in accordance with the Payment Schedule or upon prepayment of the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable upon the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, shall be paid by the Property Owner directly to the Lender when due at such address in the United States as may be designated by the Lender in writing to the Property Owner and the County; (ii) the County shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the County or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll; and (iii) absent receipt by the County of written notice from the Lender of a payment default in accordance with Section 4.05 hereof, the County shall be entitled to conclusively presume that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement.

**Section 4.03 Property Owner's Consent to Special Assessment; Waiver.**

(a) The Property Owner hereby irrevocably consents to and confirms the creation of the Special Assessment Roll and the levy of the Special Assessment established pursuant to this Agreement and EXPRESSLY WAIVES ANY AND ALL CLAIMS CHALLENGING AND DEFENSES TO, THE LEGALITY, VALIDITY, ENFORCEABILITY OR COLLECTABILITY OF THE SPECIAL ASSESSMENT, including, but not limited to, claims arising from, relating to or otherwise based upon any theory of procedural defect concerning the approval of the Improvements, the establishment of the Special Assessment District, confirmation of the Special Assessment Roll and the Payment Schedule, the County's right to place the Special Assessment lien on the Special Assessment Parcel, the collectability and due dates of the Special Assessment installments and interest due and payable on the Special Assessment Roll, or any other theory or claim. The Property Owner further waives notice of hearing and the right to file objections if and to the extent such rights exist under any special assessment ordinance of the County.

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

(c) In addition to any conditions, covenants, warranties and representations specified in the Loan Documents, the Property Owner shall not sell, transfer, alienate or convey any of its interest in the Special Assessment Parcel without first having given written notice of the Special Assessment to any successors in interest, lessees, purchasers or assigns and having made a copy of this Agreement part of any purchase contract, sale contract, lease agreement, deed or any other conveyancing instrument by which the Property Owner purports to assign all or any part of its interest in the Special Assessment Parcel to any successors in interest, lessees, purchasers, transferees, licensees and assigns. This Agreement shall be recorded against the real property constituting the Special Assessment Parcel by the PACE lender with the Register of Deeds of Ingham County, State of Michigan.

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

(e) The County agrees that following (i) payment by the Property Owner in full of the Special Assessment, together with all accrued interest on the Special Assessment Roll, and all other interest, charges and penalties which may accrue thereon, and (ii) receipt by the County of written acknowledgment from the Lender that the Special Assessment, together with all accrued interest on the Special Assessment Roll, has been paid to the Lender in full, it will promptly execute and deliver documentation discharging the lien of the Special

Assessment on the Special Assessment Parcel. Until the Special Assessment liability has been fully satisfied and the lien discharged, each purchaser of all or any part of the Special Assessment Parcel, as a condition of closing on such purchase, shall execute and deliver to the County a written notice: (i) acknowledging the principal amount unpaid and outstanding on the Special Assessment; (ii) agreeing to the assumption of the liability to pay the Special Assessment, and any interest thereon, on a timely basis, when due, until the remaining balance and interest on said Special Assessment has been paid in full; (iii) acknowledging that the title insurance policy will state that the Special Assessment has not been paid at time of closing thereon; and (iv) agreeing to pay to the Lender at or prior to the close of the purchase all past due installments of the Special Assessment and all past due payments of interest on the Special Assessment Roll. The representations set forth in such written notice shall be enforceable at law and in equity, including without limitation, by way of specific performance.

**Section 4.04 Lien.** The Special Assessment is an obligation with respect to the Special Assessment Parcel, and shall, until paid, be a lien upon the Special Assessment Parcel for the amount of the Special Assessment and all interest, charges and penalties that may accrue thereon. Such lien shall be of the same character and effect as liens created pursuant to the ordinances of the County for County taxes and shall be treated as such with respect to procedures for collection as set forth in the General Property Tax Act and the ordinances of the County, including accrued interest, charges, and penalties. The Special Assessment confirmed hereby is a debt to the County from the Property Owner and its successors in interest, lessees, purchasers, and assigns. The right of the County to receive all installments of the Special Assessment required to be paid by the Property Owner pursuant to this Agreement, together with all payments of interest due and payable on the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, as provided in Section 4.01, has been irrevocably assigned by the County to the Lender in accordance with the provisions of Section 4.02 of this Agreement. No judgment or decree shall destroy or impair any lien of the County upon the premises assessed for such amount of the Special Assessment as may have been equitably or lawfully charged and assessed thereon. Failure of the Property Owner or any subsequent property owner to receive any notice required to be sent under the provisions of the ordinances of the County or this Agreement shall not invalidate the Special Assessment or the Special Assessment Roll and shall not be a jurisdictional requirement.

**Section 4.05 Payment Default.**

(a) If any installment of the Special Assessment or interest due on the Special Assessment Roll shall not have been paid by the Property Owner to the Lender, as assignee of the County, at the time and in the amount required by Section 4.01 hereof (a "Payment Default"), the Lender shall, within thirty (30) days following the date such sums were due and payable (the "Payment Default Date"), deliver written notice to the County stating all of the following: (i) that a Payment Default has occurred under this Agreement; (ii) the Payment Default Date; (iii) the amount of the Special Assessment that was due and payable as of the Payment Default Date and which remains unpaid and the amount of interest on the Special Assessment Roll that was due and payable as of the Payment Default Date and which remains unpaid (collectively, the "Payment Default Amount"); and (iv) an attestation by an authorized officer of the Lender that the statements contained in the foregoing notice are true, correct and complete as of the date of such notice. Upon receipt of such notice from the Lender, the County shall take such actions as may be required to cause the Payment Default Amount to be certified for collection on the summer or winter tax bill next succeeding the Payment Default Date, and such Payment Default Amount shall be collected at the same time and in the same manner as is prescribed for the collection of the County taxes under the General Property Tax Act and the ordinances of the County. The County may assess a fee for delinquent taxes, interest, penalties, and fees as provided under the General Property Tax Act, MCL 211.78 *et. seq.* Notwithstanding the foregoing provisions of this Section 4.05(a), if the County shall determine that the notice of the Lender described in this Section 4.05(a) was not received by the County in sufficient time to permit the Payment Default Amount to be placed for collection on the summer or winter tax bill next succeeding the Payment Default Date, such Payment Default Amount shall be certified for collection on the next summer or winter tax bill issued thereafter. The County shall be entitled to conclusively rely upon any notice of the Lender delivered pursuant to this Section 4.05(a) as to the existence of a Payment

Default and as to the Payment Default Amount and shall not be liable to the Property Owner or to any other person for any action taken by the County pursuant to the terms of this Agreement or otherwise in reliance upon the information contained in such notice. Absent receipt by the County of written notice from the Lender of a Payment Default in accordance with this Section 4.05(a), the County shall be entitled to presume conclusively that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement, and the County shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the County or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll.

(b) The County hereby agrees that, pursuant to the assignment set forth in Section 4.04, it will cause to be paid over to the Lender all amounts received by the County from the County Treasurer as collections of any Payment Default Amount within forty-five (45) days of the date such sums are received by the County from the County Treasurer. The parties hereto expressly acknowledge and agree that in no event shall the County advance to the Lender the amount of any unpaid Payment Default Amount, and the County shall be obligated to pay over to the Lender only such sums as are actually received by the County Treasurer as collections of any Payment Default Amount.

(c) In the event that any interest, penalties, fees or other charges shall be imposed upon the Special Assessment Parcel or against the Special Assessment Roll or the amount of any unpaid Special Assessment pursuant to the ordinances of the County or the General Property Tax Act, by Ingham County, Michigan, for the administration, billing, collection or enforcement of the Special Assessment created hereby, such amounts shall remain a debt of the Property Owner to Ingham County, Michigan, as their interests may appear, and shall not be deemed to have been assigned to the Lender pursuant to the terms of this Agreement or otherwise.

(d) The Lender hereby agrees and acknowledges that it shall have no right, and if such right were to be found to exist, hereby waives such right, to seek payment of any delinquent installment of the Special Assessment, and any interest, penalties, fees, or other charges, through the Ingham County Delinquent Tax Revolving Fund (“DTRF”), or any subsequent City or County fund which may replace the DTRF, or any other City or County funds.

**Section 4.06 Prepayment of Special Assessment.** Subject to the provisions of the Loan Documents, including, without limitation, prepayment penalties, if any, the Property Owner may, upon sixty (60) days’ written notice to the Lender and the County, prepay any installment of the Special Assessment specified in the Payment Schedule by causing to be paid to the Lender the amount of the installment to be prepaid, together with accrued interest thereon to the date of prepayment. If such prepayment of any installment is not received by the Lender on the date specified for prepayment, the Lender shall promptly deliver written notice to the County that such prepayment was not received by the Lender.

**Section 4.07 Invalidity; Cure.** In the event of any invalidity of the Special Assessment, the Authorized Official, at the request of the Lender, and if the County shall have received indemnity satisfactory to the Authorized Official for its costs and expenses (including reasonable attorneys’ fees), shall cause a new Special Assessment to be made for all or any part of the Improvements in accordance with the PACE Statute and the PACE Program as reasonably determined by the Authorized Official. The Property Owner, on behalf of itself and its successors in interest, lessees, purchasers, and assigns, hereby waives any objections to and agrees to the imposition of such new Special Assessment; *provided, however*, that the amount of the new Special Assessment shall not exceed the unpaid principal amount of the Loan at the time the new Special Assessment shall be established.

**Section 4.08 County or County Treasurer Becoming Owner of the Special Assessment Parcel.** In the event that the County Treasurer takes ownership of the Special Assessment Parcel by operation of law, the County Treasurer and the Lender agree that while the lien on the Special Assessment Parcel will remain in full

force and effect, and all principal, interest, penalties, fees, and other charges, either based on Michigan Compiled Laws or the Loan Documents will continue to accrue during the period of time that the County Treasurer owns the Special Assessment Parcel. No loan or special assessment payments, including interest, penalties, fees, or other charges, are required to be paid or will be accrued by the County Treasurer to the Lender. Any and all principal, interest, penalties, fees, and other charges which accrue during the period by which the County Treasurer own the Special Assessment Parcel will, in the sole and unlimited discretion of the Lender, either be: (1) considered immediately due and payable by any person or entity who purchases the Special Assessment Parcel from the County Treasurer, and no sale or transfer of the Special Assessment Parcel is valid unless and until all principal, interest, penalties, fees, and other charges have been paid by the subsequent owner of the Special Assessment Parcel; or (2) capitalized into the outstanding principal balance of the Special Assessment, causing the Lender to provide a revised Payment Schedule in an amount necessary to amortize the new outstanding principal balance of the Special Assessment over the remaining number of payments. The lien created by the Special Assessment shall not be extinguished or released until all necessary principal and interest payments, as well as all penalties, fees, and other charges, as determined solely by Lender, have been paid and received by Lender.

**ARTICLE V**  
**CONDITIONS PRECEDENT**

**Section 5.01 Conditions Precedent to the County's Obligations.**

The obligations of the County under this Agreement shall be subject to the satisfaction of the following conditions precedent on or prior to the date of execution and delivery of this Agreement by the County, unless waived in writing by the County:

(a) The County, the Property Owner and the Lender shall have authorized, executed, and delivered this Agreement and all approvals required hereby shall have been secured.

(b) No action, suit, proceeding or investigation shall be pending before any court, public County Commission or body to which the Property Owner or the County is a party, or shall be threatened in writing against the Property Owner or the County, contesting the validity or binding effect of this Agreement, the Special Assessment or the Owner-Arranged Financing contemplated hereby, or which, if adversely decided, could have a material adverse effect upon the ability of the Property Owner to pay or the County to levy the Special Assessment or to assign to the Lender the right to receive payments of the Special Assessment, or which could have a material adverse effect on the ability of the Property Owner or the County to comply with any of the obligations and terms of this Agreement.

(c) There shall be no ongoing breach of any of the covenants and agreements of the Property Owner required to have been observed or performed by the Property Owner under the terms of this Agreement and no Event of Default by the Property Owner, and no event which, with the passage of time or the giving of notice or both could become an Event of Default by the Property Owner under this Agreement, shall have occurred.

(d) All documents, schedules, materials, maps, plans, descriptions, and related matters which are contemplated to be made Appendices to this Agreement shall have been fully completed by the Property Owner to the County's reasonable satisfaction and such Appendices shall be true, accurate and complete.

(e) The Property Owner shall meet all eligibility requirements as set forth in **Appendix A**.

(f) The Property Owner and the Lender shall have authorized, executed, and delivered the Loan Documents, and the Lender shall have funded the Loan in accordance with the terms of the Loan Documents.

(g) The Property Owner shall not have filed for bankruptcy or sought the protections of any state or federal insolvency law providing protections to debtors.

(h) The Property Owner shall have obtained consent from each holder of a mortgage interest or lien upon the Special Assessment Parcel prior to the execution and delivery of this Agreement in substantially the form set forth in the PACE Program Report.

**ARTICLE VI**  
**REPRESENTATIONS AND WARRANTIES**

**Section 6.01 Representations and Warranties of the County.**

The County represents and warrants to the Property Owner that, as of the date of this Agreement:

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

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

(c) There are no delinquent taxes, special assessments, or water or sewer charges on the Special Assessment Parcel that will be assessed under this Agreement; and there are no delinquent assessments on the Special Assessment Parcel under a PACE program.

**Section 6.02 Representations and Warranties of the Property Owner.**

The Property Owner represents and warrants to the County and the Lender that:

(a) The Property Owner is duly organized and validly existing as a limited liability company in good standing under the laws of the State of Michigan, with power under the laws of the State of Michigan to carry on its business as now being conducted and is duly qualified to do business in the State of Michigan; and the Property Owner has the power and authority to own the Special Assessment Parcel and to carry out its obligation to complete the Improvements.

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

(c) The Property Owner is the sole and exclusive legal and equitable title owner of fee simple title to the Special Assessment Parcel and the Improvements located, or to be located, thereon and has full legal power and authority to consent to the finalization and levying of the Special Assessment as provided herein.

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

(e) Property Owner warrants and agrees that any contractual, legal, or other disputes between it and the Lender--other than matters specifically related to enforcement of property tax obligations--or the contractor involved in the Improvements, do not involve the County, and Property Owner agrees to hold the County and its agents, including but not limited to LAGM, harmless from any such disputes or causes of action.

(f) The Property Owner, the Special Assessment Parcel and the Improvements satisfy all of the PACE Program eligibility and program requirements set forth in **Appendix A**.

**Section 6.03 Representations and Warranties of the Lender.**

The Lender represents and warrants to the County that:

(a) The Lender has experience in the market for property assessed clean energy programs and assessments and is capable of evaluating the merits and risks of its participation in the Owner-Arranged Financing contemplated by this Agreement.

(b) The Lender has made its own independent investigation of the Property Owner, the terms of this Agreement, the nature of the Special Assessment created hereby and the procedures for the collection and enforcement of the Special Assessment under this Agreement and the laws of the State of Michigan, and is not relying on the County, its agents, attorneys, or employees for any of such information or with respect to the sufficiency and scope of such investigation. The Lender has not received, and is not relying on, any representations of the County with respect to the Property Owner.

(c) Lender warrants and agrees that any contractual, legal, or other disputes between it and Property Owner--other than matters specifically related to enforcement of property tax obligations--do not involve the County, and Lender agrees to hold the County and its agents, including but not limited to LAGM, harmless from any such disputes or causes of action.

## ARTICLE VII DEFAULT

**Section 7.01 Property Owner Event of Default.** If the Property Owner shall default in the performance of any covenant or agreement on its part contained in this Agreement and such default shall continue for a period of ten (10) days after written notice thereof has been given to the Property Owner by the County, an “Event of Default” shall be deemed to have occurred under this Agreement.

**Section 7.02 Remedies for Property Owner Event of Default.** Upon the occurrence of an Event of Default as provided in Section 7.01 hereof, the County, after giving written notice as required, without further notice of any kind, and in addition to all other rights and remedies provided at law or in equity, shall be entitled to seek and obtain a decree of specific performance of this Agreement from a court of competent jurisdiction; or the right to recover from the Property Owner any damages incurred by the County and any costs incurred by the County in enforcing or attempting to enforce this Agreement or the Special Assessment, including attorneys’ fees and expenses; or to foreclose on the Special Assessment Parcel and to sell all or any part of the Special Assessment Parcel to the extent necessary to recover any damages and costs; or any combination of the foregoing. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the County shall not be obligated to institute any of the actions or proceedings or to exercise any of the remedies authorized by this Section 7.02 upon the occurrence of an Event of Default hereunder, and that its obligations with respect to the billing, collection and enforcement of the Special Assessment or any installment thereon shall be limited to those obligations set forth in Article IV of this Agreement. The Lender acknowledges that neither the Special Assessment nor any installment thereon can be accelerated.

**Section 7.03 The County Default.** If the County shall default in the performance of any covenant or agreement on its part contained in this Agreement and shall fail to proceed in good faith to cure such default within sixty (60) days after written notice thereof has been received by the County from the Property Owner or the Lender, a “County Default” shall be deemed to have occurred under this Agreement.

**Section 7.04 Remedy for County Default.** Upon the occurrence of a County Default as provided in Section 7.03 hereof, and if the Property Owner or the Lender, as the case may be, shall have otherwise fully performed all of its obligations hereunder, the Property Owner or the Lender, after giving written notice as required, without further notice or demand, shall be entitled to seek and obtain a decree of specific performance from a court of competent jurisdiction; but neither the Property Owner nor the Lender shall have the right to seek to recover money damages against the County, including any costs or fees (including attorneys’ fees) incurred by the Property Owner or the Lender in enforcing or attempting to enforce this Agreement. Neither the occurrence of a County Default nor the institution of any proceeding or the exercise of any remedy upon the occurrence of a County Default shall negate or diminish the obligations of the Property Owner hereunder to pay the installments of the Special Assessment and interest accrued on the Special Assessment Roll and all other costs hereunder when the same shall become due and payable.

**Section 7.05 Waiver.** Failure of any party hereunder to act upon discovery of a default or to act upon the existence of an Event of Default shall not constitute a waiver of the right to pursue the remedies provided herein.

## ARTICLE VIII MISCELLANEOUS

**Section 8.01 Term.** Except as otherwise provided in this Agreement, the term of this Agreement shall commence on the date first written above and shall terminate at such time as the Special Assessment liability shall have been fully satisfied as provided in Section 4.03(e) hereof.

**Section 8.02 Assignment.**

(a) Except as otherwise provided herein and as provided in Section 8.02(b) hereof, no party to this Agreement may transfer, assign, or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of the other parties hereto excepting as otherwise expressly provided herein.



(b) The Lender and its successors and assigns may assign its rights and obligations under this Agreement and its rights in the Special Assessment, in whole but not in part; *provided, however*, that any such assignment shall be made only in accordance with applicable law; *and provided further, however*, that no such assignment shall be effective unless the County shall have first received (i) notice of the assignment disclosing the name and the address of the assignee, which shall be an address in the United States and (ii) a Certificate of Assignment executed by the assignee in the form attached to this Agreement as **Appendix G**. From and after the date of satisfaction of the conditions for the assignment of this Agreement as provided in this Section 8.02(b), the assignee of the Lender shall be a party hereto and shall have the rights and obligations of the Lender specified hereunder, and such assignee shall be deemed to be the “Lender” for all purposes of this Agreement.

**Section 8.03 Notices.** All notices, certificates or communications required by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows, or to such other address as such party may specify by written notice to the other parties hereto:

If to Ingham County:	Ingham County Ingham County Court House P.O. Box 215 Mason, MI 48854 Attn: Ingham County Treasurer
With a copy to:	Ingham County Ingham County Court House P.O. Box 319 Mason, MI 48854 Attn: Corporation Counsel
With a copy to:	Ingham County PACE Administrator Lean & Green Michigan 500 Temple Street, Suite 6270 Detroit, MI 48201
If to the Property Owner:	PROPERTY OWNER ADDRESS
With a copy to:	PACE LENDER ADDRESS
With a copy to:	Ingham County PACE Administrator Lean & Green Michigan 500 Temple Street, Suite 6270 Detroit, MI 48201
If to the Lender:	PACE LENDER ADDRESS
With a copy to:	Ingham County PACE Administrator Lean & Green Michigan 500 Temple Street, Suite 6270 Detroit, MI 48201

**Section 8.04 Amendment and Waiver** No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by

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

**Section 8.05 Entire Agreement.** This Agreement constitutes the entire agreement between the County, on the one hand, and the Lender and the Property Owner, on the other hand. There are no other representations, warranties, promises, agreements, or understandings, oral, written, or implied, between the County, on the one hand, and the Lender or the Property Owner, on the other hand.

**Section 8.06 Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

**Section 8.07 Captions.** The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

**Section 8.08 Applicable Law; Venue.** This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan. All parties consent to the personal jurisdiction of any competent court in Ingham County, Michigan, for any action arising out of this Agreement. Parties agree that it will not commence any action against Ingham County because of any matter arising out of or relating to the validity, construction, interpretation, and enforcement of this Agreement, in any courts other than those in the County of Ingham, State of Michigan unless original jurisdiction is in the United States District Court for the Western District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

**Section 8.09 Mutual Cooperation.** Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement. Each party to this Agreement shall exercise reasonable diligence in reviewing, approving, executing, and delivering all documents necessary to accomplish the purposes and intent of this Agreement. Each party to this Agreement also shall use its best efforts to assist the other parties to this Agreement in the discharge of its obligations hereunder and to assure that all conditions precedent to the financing arrangements are satisfied.

**Section 8.10 Binding Effect; No Third-Party Beneficiary.** This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns. In no event shall the provisions of this Agreement be deemed to inure to the benefit of or be enforceable by any third party, except for permitted assigns.

**Section 8.11 Force Majeure.** No party hereto shall be liable for the failure to perform its obligations hereunder if said failure to perform is due to Force Majeure. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; *provided, however*, that the party seeking to take advantage of this Section shall notify the other party in writing, setting forth the event giving rise to said failure to perform, within ten (10) business days after the occurrence of said event.

**Section 8.12 Records Access.** All parties must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Agreement. All parties must keep the records according to generally accepted accounting practices and for a minimum of seven (7) years after the Agreement's termination and completion. All parties must also maintain copies of all records, correspondence, and documents, including electronically stored information, prepared in anticipation of this Agreement, and for this Agreement, for a period of seven (7) years after the Agreement's termination and completion. Ingham County, upon reasonable notice and during regular business hours, shall have the right to examine and audit all books, records, documents, and other supporting data, as they deem necessary related to this Agreement. If a party maintains its books, records, documents, and other supporting data outside of the State of Michigan, it will make available to Ingham County for examination and audit all books, records, documents and other supporting data at a time and location in the State of Michigan which is convenient to Ingham County at no cost or expense to Ingham County.

**Section 8.13 Insurance.** Each party must maintain, at its expense, insurance covering its own respective employees, agents, or representatives for professional liability, workers' compensation,

comprehensive automobile liability, and comprehensive general liability sufficient to protect the public, the parties, and all parties at interest. The parties will submit evidence of insurance to satisfy this requirement, if requested by the County.

**Section 8.14 Severability.** If any provision of this agreement or the application to any person or circumstance is determined to be invalid or unenforceable by means of law, the remainder of the agreement will remain in full force and effect.

**Section 8.15 Right of Access.** Property Owner will provide County with the name and contact information of its construction or project manager, when named or retained, and will supply the name and contact information of any subsequent construction or project manager who is placed in charge of the project. Subject to reasonable and customary safety procedures, reasonable requirements imposed by Property Owner's insurance policies, and the rights of any Property tenants, County shall have the right to visit, walk-through, or review the project status during the construction or implementation of the project. Any inspection by the County's Authorized Official under the Ingham County PACE Program (i) shall be upon at least 48-hour notice prior to a desired visit to the project site, (i) shall be conducted only during Property Owner's normal business hours, and (iii) shall not interfere with construction of the Project, and Property Owner shall seek to reasonably accommodate the visit of the Authorized Official or his/her designee access to the site.

[SIGNATURES ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the COUNTY, PROPERTY OWNER, and PACE LENDER have caused this PACE Special Assessment Agreement to be duly executed and delivered as of the date first written above.

Witnessed:  
\_\_\_\_\_  
Signature of:

**PROPERTY OWNER**  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Witnessed:  
\_\_\_\_\_  
Signature of:  
\_\_\_\_\_  
Signature of:

**COUNTY**  
By: \_\_\_\_\_  
Its: AUTHORIZED OFFICIAL  
By: \_\_\_\_\_  
Its: AUTHORIZED OFFICIAL

Witnessed:  
\_\_\_\_\_  
Signature of:

**PACE LENDER**  
By: Its:

State of Michigan    )  
                              ) ss  
County)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_ the Authorized Signatory of \_\_\_\_\_ on behalf of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
County Name County, Michigan  
My Commission expires \_\_\_\_\_

State of Michigan )  
 ) ss

County)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by [COUNTY AUTHORIZED OFFICIAL] on behalf of County.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_, Michigan

My Commission expires \_\_\_\_\_

State of \_\_\_\_\_)

County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this number day of month, 202\_, by PACE LENDER OFFICIAL the Authorized Signatory of PACE LENDER, on behalf of PACE LENDER.

\_\_\_\_\_  
Notary Public

COUNTY NAME, STATE

My Commission expires \_\_\_\_\_

## APPENDIX A

### PROGRAM ELIGIBILITY CHECKLIST

Property is privately owned commercial, industrial, agricultural, or multifamily residential, with 4 or more dwelling units, real property within the County's jurisdictional boundaries, which may be owned by any individual or private entity, whether for-profit or non-profit. MCL 460.933(g).

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

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

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

An appropriate ratio must be determined for the amount of assessment in relation to the assessed value of the property. MCL 460.939(j).

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

A baseline energy audit or energy modeling must be conducted for the Project on property that is approved by LAGM. Such approval may be granted retroactively if the audit meets the standards of LAGM. MCL 460.939(o).

For projects financed for more than \$250,000, a performance guarantee must be provided by the contractor(s) to guarantee a savings to investment ratio greater than one (1). The performance guarantee must meet the standards set by LAGM and include financial and logistical arrangements for ongoing measurement and verification of energy savings. This requirement may be waived by the property owner and is not applicable to a new construction energy project. MCL 460.939(p).

APPENDIX B

**SPECIAL ASSESSMENT PARCEL DESCRIPTION**

Parcel Number:

Address:

LEGAL DESCRIPTION:

APPENDIX C

**SPECIAL ASSESSMENT ROLL**

PACE Project Special Assessment

Parcel Number:

Address:

Ingham County:

Owner:

Assessment:

Percent:

I certify that the above is the special assessment role created for the PACE project referenced in this document in the applicable County in the State of Michigan, subject to payment of the special assessment as outlined in Appendix C of this document.

---

---

Dated



APPENDIX D

**PAYMENT SCHEDULE  
(TBD)**

APPENDIX E

**DESCRIPTION OF IMPROVEMENTS**

APPENDIX F

**PACE Program Application**

**Property and Property Owner Information**

1. **Property/Parcel Legal Name(s)** (as they appear on property tax records)

Parcel #: \_\_\_\_\_  
Address: \_\_\_\_\_  
Owner: \_\_\_\_\_

2. **Property Type** (double-click to check all that apply)

- Agricultural**  
 **Commercial** (including multifamily with 4 or more units)  
• Type of commercial property - \_\_\_\_\_  
 **Industrial**  
 **Nonprofit**

3. **Property Record Owner(s) Contact Information**

Property Owner/Company Name: \_\_\_\_\_  
Signatory Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

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

- Individual                       LLP                       LLC  
 Corporation                       501(c)3                       Other \_\_\_\_\_

5. **Property Valuation**

State Equalized Value (SEV): \$ \_\_\_\_\_  
Date of SEV: \_\_\_\_\_  
Valuation (per Appraisal): \$ \_\_\_\_\_  
Date of Appraisal: \_\_\_\_\_

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

Amount	Type	End Date
\$ _____	_____	_____
\$ _____	_____	_____

Total Dollar Amount of Liens Against Property: \$ \_\_\_\_\_

7. **Balance of Any Mortgage(s):**

	Amount of Mortgage	Name of Mortgage Holder
Mortgage	\$ _____	_____
Additional Debt on Property	\$ _____	_____

a. **Consent:** If subject to a mortgage - Consent by mortgage holder(s) must be obtained.

## Project Information

**1. PACE Project Developer** (Lean & Green Michigan can make referrals if necessary.)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Other Contractors: \_\_\_\_\_

**2. Overall Project Cost:** \_\_\_\_\_

**3. Savings to Investment Ratio\*** (as provided in Savings Guarantee)

**3a. Year 1:** \_\_\_\_\_

**3b. Overall:** \_\_\_\_\_

**3c. Waived** \_\_\_\_\_

**4. Useful Life of Project Measures:** \_\_\_\_\_ years

**5. User ID for Energy Star Portfolio Manager** (for property): \_\_\_\_\_

## PACE Loan Details

**1. PACE Lender/Capital Provider** (Lean & Green Michigan can make referrals if necessary.)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

**2. Requested Assessment Amount**

Project Cost: \$ \_\_\_\_\_  
Energy Audit or Model \$ \_\_\_\_\_  
Engineering/Architect Plans \$ \_\_\_\_\_  
Building Permit Fees \$ \_\_\_\_\_  
Other (Please explain) \$ \_\_\_\_\_  
**Total Assessment Amount:** \$ \_\_\_\_\_ (Total of all lines above)

**3. Requested Assessment Repayment Period:** \_\_\_\_\_ years

**4. Interest Rate Offered by Lender:** \_\_\_\_\_ %

APPENDIX G

FORM OF CERTIFICATE OF ASSIGNMENT

This Certificate of Assignment of the Special Assessment Agreement (“**Assignment**”), dated effective as of date, (the “**Effective Date**”), is made by INSERT LENDER (“**Assignor**”) to \_\_\_\_\_ (“**Assignee**”). Assignor and Assignee are referred to at times, each individually as a “**Party**,” and collectively as the “**Parties**.”

Agreement

1. For good and valuable consideration and the payment of [INSERT PAYMENT AMOUNT, the receipt and sufficiency of which is hereby acknowledged, confessed, stipulated and agreed upon by Assignor, Assignor ASSIGNS, BARGAINS, GIVES, SETS OVER, CONVEYS, TRANSFERS and DELIVERS to Assignee all of Assignor’s rights, title, interest, obligations, and duties under the Special Assessment Agreement entered into by Assignor, Property Owner, and \_\_\_\_\_ (the “**Transferred Interest**”), together with all of Assignor’s rights to receive payments from Property Owner attributable to the Transferred Interest arising on and after the date of this Assignment.

2. Assignor warrants that: (i) it is authorized to execute this document; (ii) it is conveying good, indefeasible title to the Transferred Interest; and (iii) the Transferred Interest is free and clear of all liens and encumbrances, and no party has any rights in or to acquire, or hold as security, or otherwise, the Transferred Interest.

3. Assignor hereby agrees to make, execute and deliver to Assignee any and all further instruments of conveyance, assignment or transfer, and any and all other instruments, as may be necessary or proper to carry out the purpose and intent of this Assignment and/or to fully vest Assignee in all rights, titles, interests obligations, and duties of Assignor in and to the Transferred Interest, which instruments shall be delivered to Assignee as soon as possible without any condition or delay on the part of Assignor.

4. Assignee hereby accepts all of Assignor’s rights, title, interest, obligations, and duties under the Special Assessment Agreement and agrees to be bound by its terms. From and after the date of this Assignment and satisfaction of the conditions contained in Section 8.02(b) of the Special Assessment Agreement, Assignee shall be a party to the Special Assessment Agreement and shall have the rights and obligations of the Assignor specified thereunder, and Assignee shall be deemed to be the “Lender” for all purposes of the Special Assessment Agreement.

5. All notices, certificates or communications provided pursuant to the Special Assessment Agreement to Assignee shall be delivered as provided in the Special Assessment Agreement to:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Attention)

IN WITNESS WHEREOF, Assignor and Assignee hereby agree to be bound by the terms of this Assignment and each has executed this Assignment to be effective as of the Effective Date.

ASSIGNOR:

\_\_\_\_\_  
[INSERT LENDER]  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

ASSIGNEE:

\_\_\_\_\_  
Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

APPENDIX H

**FORM OF LENDER CONSENT**

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

This acknowledgement is granted date, 20\_\_, by Name of Mortgage Holder (the “Lender”), and for the benefit of PROPERTY OWNER (the “Property Owner”), and Ingham County in the State of Michigan.

**Recitals**

A. Pursuant to Public Act No. 270 of 2010, Ingham County established the County Property Assessed Clean Energy (“PACE”) Program on November 13, 2012, by resolution, to promote installation of energy projects and/or environmental hazard projects.

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

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

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

**Consent and Acknowledgement**

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

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

Name of Lender: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

STATE OF MICHIGAN

COUNTY

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, on behalf of \_\_\_\_\_.

\_\_\_\_\_, Notary Public  
County, State of \_\_\_\_\_  
Acting in \_\_\_\_\_ County  
My Commission Expires:



APPENDIX I

FORM OF WAIVER OF SIR AND SAVINGS GUARANTEE

This waiver of the savings-to-investment ratio requirement and guarantee of savings ("Waiver") is acknowledged on this \_\_\_ day of \_\_\_, 20\_\_ by [Property OWNER]

Recitals

- A. Pursuant to Public Act No. 270 of 2010, as amended, Ingham County established the Ingham County PACE ("PACE") Program to promote installation of renewable energy systems, energy efficiency improvements, water usage improvement, and environmental hazard projects.
B. The Property Owner has elected to participate in this program and plans to enter into a Special Assessment Agreement with Ingham County and [LENDER] for the purpose of financing the installation of [IMPROVEMENTS] on its property.
C. Pursuant to MCL 460.939(1)(p)(ii), unless waived by the Property Owner, the contractor must guarantee to the Property Owner that the project will achieve a savings-to-investment ratio greater than one and agree to pay the property owner for any shortfall in savings, on an annual basis.
D. The Property Owner has elected to waive this requirement.

IN WITNESS WHEREOF, the Property Owner hereby waives the requirement that the project achieve a savings-to-investment ratio greater than one, and that the contractor guarantee the savings, and make up for any shortfall on an annual basis. Property Owner expressly waives any and all claims challenging the legality or validity of this waiver or the legality, validity, or collectability of the PACE special assessment.

[PROPERTY OWNER]

By:
Its:

State of Michigan )
) ss
County Name County )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_, 20\_\_, by \_\_\_ the \_\_\_ of \_\_\_ on behalf of \_\_\_.

Notary Public
County, Michigan
My commission expires \_\_\_\_\_

TO: County Services Committee

FROM: Stacy Byers, Director, Ingham County Farmland And Open Space Preservation Board

DATE: April 10, 2024

SUBJECT: Approval Of 2023 Application Cycle Ranking

**BACKGROUND**

This resolution approves the 2023 application cycle ranking and establishes a priority for the top applications. In 2012 the BOC established the Purchasing Department as the designated party responsible for negotiating prices with landowners for the purchase of conservation easements. The 2023 ranked applications will go through the Purchasing Departments' Bid process to negotiate easement values.

MSU RS&GIS evaluates the applications, both new and old, and places them in ascending order according to the "model" score. The "model" is the system developed by MSU that utilizes the FOSP Board's approved selection criteria by assigning numerical values to each criterium.

**FISCAL IMPACT**

There will be future costs associated with proceeding with negotiations on the top scoring farms, including, but not limited to, appraisal, survey, title commitment and insurance costs. Those costs are included in the 2024 budget.

**RECOMMENDATION**

The FOSP Board recommends approval of the 2023 score and rank and proceeding to negotiate on the top ranked properties.

Introduced by County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE THE RANKING OF THE 2023 FARMLAND AND OPEN SPACE PRESERVATION PROGRAMS APPLICATION CYCLE RANKING AND RECOMMENDATION TO PURCHASE PERMANENT CONSERVATION EASEMENT DEEDS ON THE TOP RANKED PROPERTIES**

WHEREAS, by Resolution #04-210, Ingham County established an Agricultural Preservation Board (currently known as the Farmland and Open Space Board Preservation Program), charged with reducing sprawl and encouraging wise land use by purchasing development rights from owners of undeveloped rural land who might otherwise be forced by economic circumstances to develop their land; and

WHEREAS, on August 5, 2008, the voters of Ingham County approved the levy of 0.14 mills and renewed that millage in 2018 for the purpose of funding the Farmland and Open Space Board; and

WHEREAS, Resolution #10-100 directs the Farmland and Open Space Board to identify agricultural and open space property for inclusion in the program, to rank the applications received according to established criteria approved by the Board of Commissioners, and to select properties for purchase of Conservation Easement Deeds which requires approval by the Board of Commissioners; and

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

WHEREAS, the Ingham County Farmland and Open Space Preservation Board has scored and ranked all farmland open space applications received for the 2023 cycle and wishes to proceed with negotiations on the top ranked properties.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the 2023 Farmland and Open Space Application Ranking as attached and approves the FOSP Board to proceed with negotiations on the top ranked properties.

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

Applicant	Cons Area	Riparian Land	Wetlands	Aquifer recharge	Forestland	Otherland	Rare Species	Physically significant	Parcel Size	Block Applicants	Proximity to Population	Road Frontage	Location to Protcted	Final Score	Included Parcels
Adams	12.0	20.0	18.3	0.0	1.1	8.9	2.5	0.0	11.2	0.0	0.0	0.1	0.0	74.0	33-16-16-35-200-004, 33-16-16-35-200-015
Andres	16.0	20.0	14.0	0.0	7.2	1.7	0.0	0.0	12.4	2.1	0.0	1.6	0.0	75.0	33-15-15-32-200-003, 33-15-15-33-100-002
Artz	16.0	20.0	6.7	0.0	4.3	1.1	2.5	0.0	20.0	2.1	0.0	1.8	4.0	78.5	33-15-15-22-100-016
Austin	0.0	0.0	3.6	1.7	5.2	0.5	2.5	0.0	9.9	0.0	20.0	1.6	10.0	55.0	33-06-06-09-200-009, 33-06-06-09-200-012
Barnett	16.0	20.0	12.5	0.0	8.5	1.3	0.0	0.0	18.2	2.1	0.0	2.0	4.0	84.7	33-15-15-28-400-008, 33-15-15-33-100-004, 33-15-15-33-100-005
Benjamin	0.0	0.0	0.5	0.0	0.0	0.0	0.0	0.0	12.7	0.0	0.0	2.0	0.0	15.2	33-08-08-23-400-003
Bergeon and Os	12.0	0.0	3.6	0.0	7.6	0.0	0.0	0.0	7.5	1.2	8.0	0.7	6.0	46.7	33-10-10-02-200-012, 33-10-10-02-200-013
Bond Family LI	0.0	0.0	6.4	0.0	0.9	2.9	2.5	0.0	7.6	0.0	15.0	1.3	0.0	36.6	33-03-03-35-226-005
Cochran	12.0	20.0	9.0	0.0	2.9	5.9	2.5	0.0	20.0	0.0	20.0	2.0	4.0	98.3	33-06-06-02-300-014, 33-06-06-03-400-006, 33-06-06-10-200-005, 33-06-06-11-100-002
Peterson Trust	12.0	20.0	9.6	8.3	9.2	0.4	0.0	0.0	8.1	0.0	15.0	0.0	10.0	92.6	33-25-05-35-300-011, 33-25-05-35-300-013
Lewis	16.0	20.0	6.9	3.9	5.6	0.4	2.5	0.0	20.0	1.6	0.0	1.0	4.0	81.9	33-16-16-10-300-006, 33-16-16-15-100-004, 33-16-16-15-100-006, 33-16-16-16-200-006, 33-16-16-16-200-007
Knickerbocker	16.0	20.0	14.5	0.0	5.9	3.2	0.0	0.0	11.6	2.1	0.0	0.7	4.0	77.9	33-15-15-28-300-014
Davis	16.0	20.0	2.9	0.6	2.3	0.0	2.5	0.0	20.0	0.8	0.0	2.0	10.0	77.2	33-13-13-32-200-002, 33-13-13-33-100-003, 33-13-13-33-100-004
Lyon 2 1	12.0	20.0	6.5	0.0	5.3	0.1	0.0	0.0	15.8	0.8	8.0	1.6	6.0	76.0	33-09-09-24-200-011
Dayton Trust	0.0	20.0	8.1	0.0	0.2	4.0	0.0	0.0	20.0	0.0	20.0	0.5	0.0	72.8	33-25-05-19-200-006
Sheff	16.0	20.0	0.4	0.0	2.9	6.9	2.5	0.0	8.0	0.0	0.0	1.6	10.0	68.3	33-09-09-19-300-009, 33-09-09-19-400-006
Eckhart	12.0	20.0	7.1	0.0	7.4	0.0	0.0	0.0	10.3	0.0	0.0	1.0	10.0	67.8	33-09-09-28-200-007
Thomas	16.0	20.0	7.6	0.0	4.7	5.3	2.5	0.0	8.2	0.0	0.0	2.0	0.0	66.3	33-12-12-26-100-001
Launstein OS1	12.0	0.0	17.8	0.0	3.2	6.0	2.5	0.0	7.6	0.0	4.0	2.0	6.0	61.2	33-10-10-25-400-023
Wild	12.0	20.0	3.0	0.0	3.2	1.3	0.0	0.0	13.1	0.0	0.0	0.0	8.0	60.5	33-16-16-32-100-003
Khoury	8.0	0.0	10.6	0.0	3.0	7.0	0.0	0.0	4.6	0.0	20.0	1.0	4.0	58.2	33-25-05-27-100-021
Jeffrey	12.0	20.0	3.1	0.0	2.5	0.6	0.0	0.0	16.4	0.0	0.0	1.6	0.0	56.3	33-12-12-04-100-010, 33-12-12-04-100-016
Rumorhr Trust	0.0	20.0	4.9	0.0	8.0	0.0	0.0	0.0	5.4	0.0	5.0	1.8	10.0	55.1	33-09-09-17-200-012
Imlay	12.0	0.0	2.2	0.0	0.1	7.5	0.0	0.0	16.2	0.0	8.0	2.0	6.0	54.1	33-10-10-19-300-003
Harris	12.0	0.0	2.6	6.3	3.6	2.7	0.0	0.0	7.9	0.0	10.0	1.0	8.0	54.0	33-03-03-13-300-004
Craig 2	0.0	0.0	16.3	0.0	3.3	6.3	2.5	0.0	4.4	0.0	20.0	0.6	0.0	53.5	33-25-05-16-300-028
Stewart 2	12.0	0.0	0.5	0.0	2.6	0.7	0.0	0.0	16.2	1.2	10.0	1.5	8.0	52.7	33-10-10-02-400-019
Schrauben	0.0	0.1	10.8	0.0	7.1	0.6	0.0	0.0	8.3	0.0	20.0	1.2	4.0	52.0	33-25-05-19-400-025
Peters	12.0	0.0	4.0	0.0	2.1	6.8	2.5	0.0	8.1	0.0	8.0	2.0	4.0	49.5	33-10-10-14-400-002
Gruber	0.0	0.0	1.2	6.0	0.1	3.4	2.5	0.0	8.0	0.0	20.0	2.0	6.0	49.3	33-03-03-22-300-004
Lyon 2	16.0	0.0	0.0	0.5	0.7	0.3	0.0	0.0	16.7	0.8	0.0	1.2	10.0	46.2	33-09-09-17-400-010
Every	12.0	0.0	0.1	0.0	3.2	0.0	0.0	0.0	15.0	0.7	8.0	1.6	4.0	44.7	33-06-06-35-400-006
Hill	12.0	0.0	3.2	0.0	2.4	1.6	0.0	0.0	10.0	0.5	10.0	0.9	0.0	40.7	33-06-06-25-200-012
McCarthy	12.0	0.0	0.2	0.0	4.3	0.0	2.5	0.0	11.8	0.0	0.0	1.2	4.0	36.0	33-11-11-29-200-009
Nack	12.0	0.0	7.3	0.0	4.6	1.2	0.0	0.0	7.3	0.0	0.0	2.0	0.0	34.3	33-08-08-12-351-007
Culver	12.0	0.0	3.3	0.0	3.4	6.4	2.5	0.0	2.1	0.0	0.0	0.1	4.0	33.9	33-13-13-08-100-027
Craig 1	0.0	0.0	0.0	0.0	7.3	0.4	2.5	0.0	1.0	0.0	20.0	0.5	0.0	31.7	33-25-05-16-100-026, 33-25-05-16-100-027

Applicant	Agricultural Productivity	Size of Parcel(s)	Additional Agricultural Income	Proximity to Livestock Farms	Proximity to Sanitary or Water	Proximity to Population Center	Road Frontage	Location to Protected Property	Block Applications	Additional Agricultural Characteristics	MAEAP Verified	Final Score	Included Parcels
Powell	14.0	15.0	15.0	5.0	10.0	25.0	8.0	20.0	8.0	0.0	0.0	120.0	33-03-03-16-300-001, 33-03-03-16-300-004, 33-03-03-20-200-003, 33-03-03-21-100-002
Beery	14.2	10.1	15.0	5.0	15.0	25.0	0.0	20.0	0.0	5.0	10.0	119.3	33-25-05-34-200-008, 33-25-05-34-400-001, 33-25-05-34-400-006
Osterle 5	14.4	11.9	15.0	3.0	20.0	10.0	8.0	5.0	8.0	0.0	10.0	105.3	33-10-10-21-200-010, 33-10-10-22-100-001
Osterle 6	14.2	14.9	15.0	0.0	20.0	10.0	4.0	5.0	8.0	0.0	10.0	101.1	33-10-10-15-300-006
Osterle 1	16.2	15.0	15.0	3.0	15.0	10.0	8.0	0.0	8.0	0.0	10.0	100.2	33-10-10-21-400-003, 33-10-10-22-300-001, 33-10-10-27-100-013
Osterle 4	14.4	8.7	15.0	0.0	20.0	10.0	6.0	5.0	8.0	0.0	10.0	97.1	33-10-10-21-200-001
Osterle Trust 2	10.8	15.0	15.0	5.0	5.0	0.0	8.0	15.0	6.0	0.0	10.0	89.8	33-15-15-19-400-003, 33-15-15-20-100-027, 33-15-15-20-100-028, 33-15-15-20-300-004
Hartig	13.3	11.4	0.0	5.0	10.0	20.0	4.0	20.0	0.0	0.0	0.0	83.7	33-25-05-32-300-009, 33-25-05-32-400-001, 33-25-05-32-400-003
Osterle Trust 1	14.5	7.3	15.0	0.0	15.0	10.0	6.0	5.0	0.0	0.0	10.0	82.8	33-10-10-21-300-009
Balmer	14.9	9.1	15.0	0.0	5.0	20.0	6.0	0.0	0.0	0.0	10.0	80.0	33-07-07-16-300-006
Cavanaugh	7.0	15.0	15.0	5.0	5.0	0.0	8.0	10.0	0.0	5.0	10.0	80.0	33-15-15-09-200-002
Launstein FL3	10.7	15.0	15.0	5.0	10.0	8.0	8.0	5.0	0.0	0.0	0.0	76.7	33-10-10-23-300-008, 33-10-10-23-400-008, 33-10-10-24-300-010, 33-10-10-24-300-011, 33-10-10-26-100-001, 33-10-10-26-200-011, 33-10-10-26-400-022, 33-10-10-26-400-024
Rogers J	14.8	15.0	15.0	0.0	5.0	0.0	8.0	10.0	8.0	0.0	0.0	75.8	33-13-13-25-300-001, 33-13-13-26-400-008, 33-13-13-35-200-009, 33-13-13-35-200-011, 33-13-13-35-300-002, 33-13-13-35-300-004, 33-13-13-35-400-003, 33-13-13-35-400-006, 33-13-13-35-400-007
Chamberlain	15.7	13.5	0.0	0.0	20.0	0.0	4.0	20.0	0.0	0.0	0.0	73.2	33-14-14-20-300-005, 33-14-14-29-100-012
Osterle 2	16.2	9.9	15.0	5.0	5.0	0.0	6.0	5.0	0.0	0.0	10.0	72.1	33-15-15-29-300-012, 33-15-15-32-200-011
Waldron	16.0	13.8	0.0	0.0	10.0	0.0	6.0	20.0	6.0	0.0	0.0	71.8	33-14-14-34-300-009, 33-14-14-34-300-016, 33-14-14-34-300-017, 33-14-14-34-400-004, 33-14-14-34-400-018, 33-14-14-34-400-019
Clark	15.3	5.2	15.0	0.0	20.0	0.0	0.0	15.0	0.0	0.0	0.0	70.5	33-14-14-20-300-010
Linn J	10.8	4.0	15.0	0.0	20.0	20.0	0.0	0.0	0.0	0.0	0.0	69.8	33-07-07-02-300-001
DeForest	11.7	15.0	0.0	0.0	15.0	0.0	8.0	15.0	5.0	0.0	0.0	69.7	33-14-14-22-200-001, 33-14-14-23-100-001
Osterle 3	14.7	6.8	15.0	0.0	10.0	8.0	0.0	5.0	0.0	0.0	10.0	69.5	33-10-10-28-300-024
Launstein FL3	11.5	12.9	15.0	3.0	5.0	6.0	6.0	5.0	5.0	0.0	0.0	69.4	33-10-10-35-100-022, 33-10-10-35-100-023

Wamhoff	14.9	6.7	0.0	0.0	15.0	0.0	6.0	20.0	6.0	0.0	0.0	68.6	33-14-14-33-400-013, 33-14-14-33-400-027
Cheney #2	11.1	15.0	0.0	0.0	10.0	10.0	6.0	15.0	0.0	0.0	0.0	67.1	33-09-09-12-300-002, 33-09-09-12-300-003, 33-09-09-13-200-001
Launstein Boy	14.0	15.0	0.0	3.0	5.0	4.0	6.0	10.0	5.0	5.0	0.0	67.0	33-10-10-35-300-018
Lyon 3	17.0	12.0	0.0	3.0	5.0	5.0	4.0	20.0	0.0	0.0	0.0	66.0	33-09-09-17-100-022, 33-09-09-17-300-002
Hackworth Bu	4.0	15.0	15.0	5.0	5.0	0.0	6.0	10.0	6.0	0.0	0.0	66.0	33-15-15-20-400-009, 33-15-15-20-400-010
Blair	14.5	7.1	0.0	0.0	15.0	10.0	6.0	5.0	8.0	0.0	0.0	65.6	33-10-10-15-200-006, 33-10-10-15-200-007, 33-10-10-15-200-008, 33-10-10-15-200-009, 33-10-10-15-200-012
Kubiak Farms	14.8	15.0	15.0	5.0	5.0	2.0	8.0	0.0	0.0	0.0	0.0	64.8	33-04-04-23-400-004, 33-04-04-24-101-011, 33-04-04-24-300-001, 33-04-04-24-300-002, 33-04-04-24-300-003, 33-04-04-25-100-001, 33-04-04-25-100-002, 33-04-04-25-100-005, 33-04-04-26-100-003, 33-04-04-26-200-001
Haynes #4	15.7	8.0	0.0	3.0	5.0	2.0	6.0	20.0	0.0	5.0	0.0	64.7	33-09-09-21-400-001
Oesterle 8	14.6	15.0	0.0	3.0	10.0	8.0	4.0	10.0	0.0	0.0	0.0	64.6	33-10-10-28-427-001, 33-10-10-33-200-006, 33-10-10-33-200-019, 33-10-10-34-100-006
Fortman	13.2	6.1	0.0	0.0	15.0	25.0	0.0	5.0	0.0	0.0	0.0	64.3	33-07-07-03-300-013
Hill	15.0	4.2	15.0	0.0	5.0	15.0	0.0	0.0	0.0	0.0	10.0	64.2	33-06-06-25-200-013
Minnis Trust	9.5	15.0	0.0	0.0	10.0	20.0	4.0	5.0	0.0	0.0	0.0	63.5	33-06-06-27-100-004, 33-06-06-27-300-003
Every 2	14.7	9.3	0.0	0.0	10.0	10.0	8.0	10.0	0.0	0.0	0.0	62.0	33-06-06-35-400-004, 33-10-10-02-200-007
Oesterle 9	15.2	5.6	0.0	3.0	15.0	10.0	0.0	5.0	8.0	0.0	0.0	61.8	33-10-10-22-100-004, 33-10-10-27-300-021
Bigg	9.9	10.2	0.0	0.0	15.0	0.0	6.0	20.0	0.0	0.0	0.0	61.1	33-14-14-29-300-004, 33-14-14-29-300-008, 33-14-14-29-300-014
Osterle 7	15.0	3.3	15.0	0.0	10.0	2.0	0.0	5.0	0.0	0.0	10.0	60.3	33-11-11-10-100-011
Ware	12.3	7.6	0.0	0.0	15.0	25.0	0.0	0.0	0.0	0.0	0.0	59.9	33-07-07-03-300-003
Hekler	13.9	6.8	0.0	0.0	15.0	10.0	0.0	5.0	8.0	0.0	0.0	58.7	33-10-10-21-400-005
Pitchford-Nola	3.2	0.0	0.0	0.0	20.0	25.0	0.0	10.0	0.0	0.0	0.0	58.2	33-25-05-28-100-002
Taylor	14.7	15.0	0.0	5.0	0.0	0.0	8.0	15.0	0.0	0.0	0.0	57.7	33-16-16-13-100-001, 33-16-16-13-300-001
Minnis D 1	15.4	4.0	15.0	0.0	5.0	2.0	0.0	15.0	0.0	0.0	0.0	56.4	33-08-08-31-400-001
Minnis D	15.1	7.1	15.0	0.0	5.0	0.0	4.0	10.0	0.0	0.0	0.0	56.2	33-12-12-06-300-007, 33-12-12-06-300-014, 33-12-12-06-300-015
Rogers MD	12.2	15.0	0.0	0.0	5.0	0.0	6.0	10.0	8.0	0.0	0.0	56.2	33-13-13-34-400-023, 33-13-13-35-300-003
Otis, Mullins	11.2	7.8	0.0	5.0	10.0	0.0	6.0	15.0	0.0	0.0	0.0	55.0	33-14-14-26-400-013, 33-14-14-35-100-005
Graf	9.6	15.0	15.0	5.0	0.0	0.0	8.0	0.0	0.0	0.0	0.0	52.6	33-12-12-34-100-018, 33-12-12-34-300-001
Irwin	14.5	7.4	0.0	0.0	10.0	0.0	0.0	20.0	0.0	0.0	0.0	51.9	33-14-14-30-100-003
Miner 2	15.6	5.0	0.0	5.0	10.0	0.0	6.0	10.0	0.0	0.0	0.0	51.6	33-14-14-36-100-010
Kubiak Farms	17.2	3.5	15.0	3.0	5.0	2.0	4.0	0.0	0.0	0.0	0.0	49.7	33-04-04-14-400-018

Bryde	5.7	8.8	0.0	0.0	5.0	4.0	6.0	20.0	0.0	0.0	0.0	49.5	33-14-14-03-100-022	
Warfle	15.0	4.7	15.0	0.0	5.0	0.0	4.0	0.0	0.0	0.0	5.0	0.0	48.7	33-12-12-16-100-010
Cheney R	13.4	4.0	0.0	0.0	5.0	2.0	4.0	20.0	0.0	0.0	0.0	0.0	48.4	33-09-09-27-100-005
Launstein FL1	14.6	7.1	0.0	0.0	5.0	6.0	4.0	10.0	0.0	0.0	0.0	0.0	46.7	33-10-10-33-400-019
Mayer	12.3	0.0	0.0	0.0	10.0	0.0	4.0	15.0	5.0	0.0	0.0	0.0	46.3	33-14-14-14-300-016
Kubiak Farms	14.1	8.0	15.0	0.0	5.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	46.1	33-04-04-12-300-001
Osterle Trust 3	15.0	0.0	15.0	0.0	0.0	0.0	0.0	5.0	0.0	0.0	0.0	10.0	45.0	33-15-15-22-400-007
HunterBrooke	15.8	9.0	0.0	0.0	5.0	15.0	0.0	0.0	0.0	0.0	0.0	0.0	44.8	33-06-06-25-100-022
Cheney D	4.7	8.0	0.0	0.0	10.0	8.0	4.0	10.0	0.0	0.0	0.0	0.0	44.7	33-09-09-13-400-002, 33-09-09-13-400-004
Miner 1	18.9	4.5	0.0	5.0	5.0	0.0	6.0	5.0	0.0	0.0	0.0	0.0	44.4	33-14-14-25-300-006
Stewart	11.1	0.0	0.0	0.0	10.0	8.0	0.0	15.0	0.0	0.0	0.0	0.0	44.1	33-10-10-02-400-018
Bergeon #2	15.9	0.0	0.0	0.0	5.0	8.0	0.0	15.0	0.0	0.0	0.0	0.0	43.9	33-10-10-01-400-008
Fitzgerald	12.2	5.6	15.0	0.0	5.0	0.0	6.0	0.0	0.0	0.0	0.0	0.0	43.8	33-04-04-14-200-005, 33-04-04-14-200-009
Swan	15.3	10.0	0.0	0.0	5.0	2.0	6.0	5.0	0.0	0.0	0.0	0.0	43.3	33-11-11-02-100-001
Pidd Family 1	12.8	11.5	0.0	0.0	0.0	0.0	4.0	15.0	0.0	0.0	0.0	0.0	43.3	33-16-16-12-100-003
Nelton Jr.	15.9	0.0	0.0	0.0	10.0	2.0	0.0	15.0	0.0	0.0	0.0	0.0	42.9	33-14-14-09-400-008
Launstein Boy	14.8	5.0	0.0	0.0	10.0	8.0	0.0	5.0	0.0	0.0	0.0	0.0	42.8	33-10-10-28-100-018
Launstein FL2	13.3	4.2	0.0	0.0	5.0	0.0	4.0	15.0	0.0	0.0	0.0	0.0	41.5	33-14-14-14-200-009
Boring	7.6	15.0	0.0	0.0	0.0	0.0	8.0	5.0	0.0	0.0	5.0	0.0	40.6	33-15-15-13-400-001, 33-15-15-24-200-001, 33-15-15-24-400-002, 33-16-16-19-100-001
Livingstone 2	11.7	8.3	0.0	0.0	0.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0	40.0	33-16-16-30-400-004
Collar	15.2	4.0	0.0	0.0	5.0	15.0	0.0	0.0	0.0	0.0	0.0	0.0	39.2	33-06-06-26-400-001
Morehouse	17.0	10.8	0.0	0.0	0.0	0.0	6.0	0.0	0.0	0.0	5.0	0.0	38.8	33-15-15-27-300-004, 33-15-15-34-100-002, 33-15-15-34-100-006
Henney	6.3	6.4	0.0	0.0	5.0	0.0	6.0	15.0	0.0	0.0	0.0	0.0	38.7	33-14-14-12-300-027
Baumer	15.0	0.0	0.0	3.0	0.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0	38.0	33-09-09-20-400-026
Brake	15.6	7.5	0.0	0.0	5.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	32.1	33-04-04-15-100-002
Kubiak Farms	9.5	7.0	15.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	31.5	33-04-04-01-300-015, 33-04-04-01-300-016
Smith	16.6	8.2	0.0	0.0	0.0	0.0	4.0	0.0	0.0	0.0	0.0	0.0	28.8	33-04-04-04-200-012
Leonard	3.5	4.9	0.0	0.0	5.0	0.0	0.0	15.0	0.0	0.0	0.0	0.0	28.4	33-14-14-11-400-015
Eckhart	13.0	0.0	0.0	0.0	0.0	0.0	0.0	15.0	0.0	0.0	0.0	0.0	28.0	33-09-09-28-100-016
Pidd Family 2	4.0	15.0	0.0	0.0	0.0	0.0	4.0	5.0	0.0	0.0	0.0	0.0	28.0	33-16-16-28-400-001
Zimmerman	12.5	8.1	0.0	0.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	25.6	33-15-15-32-400-004, 33-15-15-33-300-014
Ball	15.3	0.0	0.0	0.0	5.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	24.3	33-04-04-16-200-005
Livingstone 1	2.1	7.6	0.0	0.0	0.0	0.0	4.0	10.0	0.0	0.0	0.0	0.0	23.7	33-16-16-29-100-002
Andrus	16.9	6.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	23.4	33-04-04-03-100-007
Klicker	17.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	21.0	33-12-12-12-400-008
Weiland	8.0	5.4	0.0	0.0	0.0	0.0	0.0	5.0	0.0	0.0	0.0	0.0	18.4	33-16-16-16-400-008

TO: Law & Courts Committee  
County Services Committee  
Finance Committee

FROM: Michael J. Dillon, Court Administrator

DATE: April 5, 2024

SUBJECT: Reorganization Plan – 55<sup>th</sup> District Court Probation Department

**NEED FOR THE REORGANIZATION PLAN**

Change is necessary for organizations to succeed and grow. Sometimes, change occurs due to a transformational event, like navigating a pandemic or moving an organization into a new justice complex. Change is most often adaptive, with minor incremental changes that organizations adopt to address evolving operational needs. An example of adaptive change is changes in job duties and responsibilities. Over the past 15 years, we have adapted to numerous changes by implementing strategies to adjust to changes in the law, court rules, work culture, and operational needs. Cumulatively, the changes have significantly changed how our jobs look and how we perform them.

As a result of the adaptive changes we have made, there is a significant need to reorganize our probation department. With legislative and cultural changes, the demands and responsibilities of specialty court programs have significantly increased. The court instituted its first specialty court program, sobriety court, in 2004. With the inception of a mental health court in 2014, the chief probation officer/specialty court coordinator became responsible as program director for both sobriety and mental health courts.

Over the years, the numerous changes in the probation field and the changing dynamics of specialty court programs have made it evident that the chief probation officer/sobriety court coordinator does not have the time to serve both the general probation and specialty court systems adequately. If anything, the demands, and the complexity of the job of chief probation officer/sobriety court coordinator will continue to increase and broaden. Moreover, specialty courts are here to stay and will continue to expand their perspective and depth.

**REORGANIZATION PLAN**

**Creation of Specialty Courts Coordinator Position**

The reorganization plan splits the chief probation officer/specialty court coordinator position into two positions: chief probation officer and a newly created specialty court coordinator position. The splitting of the position does not increase the number of FTEs, as the positions will be filled with existing employees.

Currently, the chief probation officer/specialty court coordinator (CPO/SCC) supervises all probation department activities, which include but are not limited to training and mentoring new probation staff, developing, and implementing probation department policies and procedures, evaluating, and improving probation department functions, and serving as a backup probation officer when needed. In addition to the chief probation officer duties, the CPO/SCC serves as project director for both the Sobriety Court and Mental Health Court. As project director, the CPO/SCC oversees all aspects of our specialty court programs, serves on both teams, and attends all program events.



We are incredibly proud of our highly successful specialty court programs and the work of our probation officers who supervise individuals on general probation (non-specialty court cases). Today, it is not possible for our CPO/SCC to give the time and attention needed to both systems. Hence, the leadership in the probation department needs to be bifurcated. Therefore, we propose splitting the CPO/SCC position into two positions.

The probation field has changed considerably. The probation department plays a vital and active role in rehabilitating offenders. Although our goal of rehabilitating offenders hasn't changed over the years, how a probation officer accomplishes that goal has changed significantly. Over the past 25 years, courts have increasingly been relied upon to serve as the community's social safety net. The burden of carrying out that responsibility rests with our probation department. Besides monitoring compliance, our probation officers must identify a defendant's physical, mental, domestic, and social needs and know the available resources. More importantly, they are tasked with getting a person who is often resistant to understand the need for lifestyle changes and inspire them to take advantage of the recommended resources needed to make a change. Previously, the chief probation officer was assigned a probation supervision caseload. That is no longer feasible because of the increased duties and responsibilities of the specialty court programs. Maintaining a limited caseload allows the chief probation officer to stay abreast of the available resources for clients and their changing needs.

The reorganization of the probation department affects ICEA Court Professionals bargaining unit and calls for the following:

- Amend the job description for the chief probation officer/specialty court coordinator and rename the position to chief probation officer.
- Change Position 137011 (probation officer – Grade Level 9) to a newly created specialty court coordinator position and establish the position at Grade Level 10.

**FISCAL IMPACT**

The cost of the reorganization plan is \$10,998. The cost increase results from the difference between the wages and fringes in the ICEA grade levels. Wages and fringes were calculated using the highest pay step for the affected positions. Ingham County's Budget Office provided the financial data.

**CURRENT ORGANIZATION**

<u>Position #</u>	<u>Job Title</u>	<u>Unit</u> <u>Court Prof</u>	<u>Wage/Fringes</u>
137009	Chief Probation Officer/Specialty Court Coordinator	ICEA 12	\$ 194,441
137011	Probation Officer	ICEA 9	\$ 161,375
		<b>TOTAL</b>	<b>\$ 355,816</b>

**REORGANIZATION PLAN**

<u>Position #</u>	<u>Job Title</u>	<u>Unit</u> <u>Court Prof</u>	<u>Wage/Fringes</u>
137009	Chief Probation Officer/	ICEA 12	\$ 194,441
137011	Special Court Coordinator	ICEA 10	\$ 172,373
		<b>TOTAL</b>	<b>\$ 366,814</b>

**REORGANIZATION COSTS \$ 10,998**

### **HUMAN RESOURCES ANALYSIS & SUPPORT OF REORGANIZATION**

The Ingham County Human Resources Department (ICHRD) analyzed the proposed reorganization. Their April 2, 2024 memorandum, Support for Reorganization of the District Court Office, is attached.

### **ICEA COURT PROFESSIONALS SUPPORT OF REORGANIZATION**

On April 2, 2024, the ICEA Court Professionals bargaining unit advised the ICHRD of their support of the reorganization.

### **REORGANIZATION REQUEST**

We respectfully request that the Ingham County Board of Commissioners adopt our reorganization, which will create more effective leadership in our general probation and specialty court systems and provide better probation services to the people of Ingham County.

**From:** [Luke Cloud](#)  
**To:** [Elisabeth Bliesener](#)  
**Cc:** [Joan Clous](#)  
**Subject:** RE: District Court - Probation Department Reorganization  
**Date:** Tuesday, April 02, 2024 11:24:53 AM

---

Hello Elisabeth and Joan:

The ICEA Court Professional Union supports the Re-Organization. Thank you.

---

**From:** Elisabeth Bliesener <EBliesener@ingham.org>  
**Sent:** Tuesday, April 2, 2024 10:59 AM  
**To:** Luke Cloud <LCloud@ingham.org>  
**Cc:** Joan Clous <JClous@ingham.org>  
**Subject:** District Court - Probation Department Reorganization

Luke,

Ms. Wells will be retiring from the Court on May 1, 2024. District Court would like to change her job description from Chief Probation Officer / Specialty Court Coordinator to Chief Probation Office which would remain an ICEA Court Pro 12 from the most recent re-class. They then would like to change position number 137011 Probation Officer Grade level 9 to a newly created position titled Specialty Court Coordinator which would be a ICEA Court Pro 10. I have attached the Job Descriptions for your review.

Does the Union support this Re-organization?

Please let us know if you have any questions.

Thanks  
Beth and Joan

Transmission is Privileged and Confidential.

Confidentiality Notice: The information contained in this electronic mail message and any attachments is intended only for the use of the individual or entity to whom it is addressed and may contain legally privileged, confidential information or work product. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution, or forwarding of this e-mail message is strictly prohibited. If you have received this message in error, please immediately notify me by e-mail reply and delete the original message from your system.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE REORGANIZATION OF  
THE 55<sup>th</sup> DISTRICT COURT**

WHEREAS, the proposed reorganization affects the Chief Probation Officer/Specialty Court Coordinator position and a Probation Officer position within the 55<sup>th</sup> District Court; and

WHEREAS, the two positions are within the Ingham County Employees Association – Court Professionals bargaining unit; and

WHEREAS, the Ingham County Human Resources Department and the ICEA – Court Professionals bargaining unit both support this reorganization.

WHEREAS, the Chief Probation Officer/Specialty Court Coordinator supervises all probation department activities, which include supervising probation officers, developing and implementing probation department policies and procedures, evaluating, and improving probation department functions; and

WHEREAS, the Chief Probation Officer/Specialty Court Coordinator serves as project director for both sobriety court and mental health court; and

WHEREAS, as the project director, the Chief Probation Officer/Specialty Court Coordinator oversees all aspects specialty court programs, serves on both specialty court teams, and attends all program events; and

WHEREAS, the numerous changes in the probation field and the changing dynamics of specialty court programs have made it evident that the Chief Probation Officer/Sobriety Court Coordinator does not have the time to serve both the general probation and specialty court systems adequately.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the proposed reorganization of the 55<sup>th</sup> District Court with the following changes:

<u>Position Number</u>	<u>Position Title</u>	<u>Action</u>
137009	Chief Probation Officer/ Sobriety Court Coordinator	Change position title to Chief Probation Officer
137011	Probation Officer	Change position title to Sobriety Court Coordinator; Move from ICEA 09 to ICEA 10

The financial impact associated with the proposed reorganization is as follows:

<u>Position Title</u>	2024 <u>Current Grade, Step 5</u>	2024 <u>Proposed Grade, Step 5</u>	<u>Difference</u>
Chief Probation Officer	ICEA Court: 12: \$194,441	ICEA Court: 12: \$194,441	\$0
Sobriety Court Coordinator	ICEA Court: 09: \$161,375	ICEA Court: 10: \$172,373	\$10,998
<b>TOTAL</b>			<b>\$10,998</b>

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

BE IT FURTHER RESOLVED, that the reorganization shall be effective the date the reorganization request was submitted to the Human Resources Department.

**TO:** Board of Commissioners, County Services & Finance Committees

**FROM:** Glenn Canning, Facilities Director

**DATE:** April 25, 2024

**RE:** Resolution to Authorize a Purchase Order to Seelye Group LTD., to Replace the Carpet in the Cedar Pediatrics Clinic at the Human Services Building

For the meeting agendas of: May 7 & 8

---

**BACKGROUND**

The carpet in Cedar Pediatrics is worn, stained, and creating the appearance of an unsanitary environment for treating the young population of Ingham County.

Seelye Group LTD., a local vendor, submitted a proposal of \$18,100.11 to replace the carpet throughout Cedar Pediatrics. Seelye Group LTD. is on the SourceWell co-operative agreement; therefore, three quotes are not required per the Ingham County Purchasing Policy.

**ALTERNATIVES**

The alternative would be to not approve risking higher costs to put out for bid.

**FINANCIAL IMPACT**

Funds are available in Cedar Pediatrics Special Projects line item #511-61502-967000-02270.

**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 Seelye Group LTD., for the carpet replacement in the Cedar Pediatrics Clinic 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 SEELYE GROUP LTD., TO  
REPLACE THE CARPET IN THE CEDAR PEDIATRICS CLINIC AT THE HUMAN SERVICES  
BUILDING**

WHEREAS, the carpet in Cedar Pediatrics is worn, stained, and creating the appearance of an unsanitary environment for treating the young population of Ingham County; and

WHEREAS, per the Ingham County Purchasing Policy, vendors on the SourceWell co-operative agreement contract do not require three quotes; and

WHEREAS, Seelye Group LTD., is on the SourceWell co-operative agreement contract; and

WHEREAS, the Facilities Department recommends a purchase order to Seelye Group LTD., to replace the carpet in the Cedar Pediatrics Clinic at the Human Services Building for \$18,100.11; and

WHEREAS, funds are available in Cedar Pediatrics Special Projects line item #511-61502-967000-02270.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a purchase order to Seelye Group LTD., 1411 Lake Lansing Road, Lansing, MI 48912, to replace the carpet in the Cedar Pediatrics Clinic at the Human Services Building for an amount not to exceed \$18,100.11.

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:** April 25, 2024  
**RE:** Resolution to Authorize a Purchase Order to T.L. Hart, Inc., to Paint the Exam Rooms in the Cedar Pediatrics Clinic at the Human Services Building

For the meeting agendas of: May 7 & 8

---

**BACKGROUND**

The walls in the exam rooms of Cedar Pediatrics are beat up and stained along with the cabinets being scratched and rusted give the unsanitary appearance for treating the young population of Ingham County.

Three proposals were requested and T.L. Hart, Inc., submitted the lowest responsive and responsible proposal of \$13,293 to paint the walls and cabinets in the exam rooms.

**ALTERNATIVES**

The alternative would be to not approve risking higher costs to put out for bid.

**FINANCIAL IMPACT**

Funds are available in Cedar Pediatrics Special Projects line item #511-61502-967000-02270.

**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 T.L. Hart Inc., to paint the exam rooms Cedar Pediatrics Clinic 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 T.L. HART INC., TO PAINT  
THE EXAM ROOMS IN THE CEDAR PEDIATRICS CLINIC AT THE HUMAN SERVICES  
BUILDING**

WHEREAS, the walls in the exam rooms of Cedar Pediatrics are beat up and stained along with the cabinets being scratched and rusted giving an unsanitary appearance for treating the young population of Ingham County; and

WHEREAS, the Facilities Department recommends a purchase order to T.L. Hart Inc., who submitted the lowest responsive and responsible proposal of \$13,293 to paint the exam room walls and cabinets in the Cedar Pediatrics Clinic at the Human Services Building; and

WHEREAS, funds are available in Cedar Pediatrics Special Projects line item #511-61502-967000-02270.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a purchase order to T.L. Hart Inc., 10254 W. Grand River Hwy, Grand Ledge, MI 48837, to paint the exam rooms in the Cedar Pediatrics Clinic at the Human Services Building for an amount not to exceed \$13,293.

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:** April 23, 2024

**RE:** Resolution to Authorize an Agreement with McKearney Asphalt & Sealing Inc., to Reconstruct the Parking Lots at the Hilliard Building and Grady Port Building/Veterans Memorial Courthouse

For the meeting agendas of: May 7 & 8

---

**BACKGROUND**

The parking lots at the Hilliard Building, Grady Port Building/Veterans Memorial Courthouse are in need of replacement, the asphalt is crumbling causing potholes and many uneven surfaces that have become a trip hazard. With the new state law it pushes the responsibility onto the property owners rather than the individual who was injured, and we are working to reduce exposure to such hazards that may cause financial liability to the County.

The Purchasing Department solicited proposals from qualified vendors to reconstruct the parking lots. McKearney Asphalt & Sealing Inc., a local vendor, submitted the lowest responsive and responsible proposal of \$385,000 for all selections and due to budget restraints, we have decided to leave out one of the options reducing the cost to \$327,000. We are requesting a contingency of \$32,700 for any uncovered conditions, bringing the not to exceed amount to \$359,700.

**ALTERNATIVES**

The alternative would be to not approve which will allow for the parking lots to deteriorate further and have more hazards for staff, public, and the potential to damage vehicles.

**FINANCIAL IMPACT**

Funds are available in approved 2022 CIP line item #245-26710-976000-22F12, 2023 CIP line item #245-66299-976000-23F10, 2023 CIP line item #245-90210-976000-23F06 and 2019 CIP line item #245-90117-931000-9F07.

Project	Beginning Balance	Current Balance	Requested Amount	Remaining Amount
245-26710-976000-22F12	\$175,000	\$164,500	\$154,000	\$10,500
Public Imp. Fund				
245-66299-976000-23F10	\$35,000	\$35,000	\$35,000	\$0
Public Imp. Fund				
245-90210-976000-23F06	\$150,000	\$141,500	\$132,000	\$9,500
Public Imp. Fund				
245-90117-931000-9F07	\$50,000	\$48,000	\$38,270	\$9,730
Public Imp. 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 an agreement with McKearney Asphalt & Sealing Inc., for the reconstruction of the parking lots at the Hilliard Building and Grady Porter/Veterans Memorial Courthouse.

TO: Glenn Canning, Director, Facilities  
FROM: Gregg Todd, Controller  
DATE: March 27, 2024  
RE: Memorandum of Performance for RFP No. 30 -24 Reconstruction of the Parking Lots at the Hilliard Building and Grady Porter Building/Veterans Memorial Courthouse

Per your request, the Purchasing Department sought proposals from qualified and experienced vendors to enter into a contract for the purpose of reconstructing parking lots at the Hilliard Building and GPB/VMC per the plans and specifications prepared by the County Consultant, Wolverine Engineers & Surveyors, Inc.

This project consists of all removal of existing asphalt, pulverizing, excavation, removal of excess material, filling, compaction, fine grading, and other sub-base preparation at both locations; replacement of bituminous leveling course and wearing course; removal and replacement of 4” and/or 6” concrete sidewalk; removal and replacement of concrete curb and gutter; necessary signing and traffic control, pavement markings, cleanup and restoration, and all material, labor, supervision, equipment, and any other miscellaneous items that are normally associated with the described work items.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	55	17
Vendors attending pre-bid/proposal meeting	6	4
Vendors responding	4	3

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.

SUMMARY OF VENDORS' COSTS

Vendor Name:	McKearney Asphalt & Sealing	Rieth Riley	Leavitt and Starck	American Asphalt
Local Pref:	Yes, Lansing MI	Yes, Lansing MI	No, Lansing MI (Clinton County)	Yes, Lansing MI
Bid Bond	Yes	Yes	Yes	Yes
Location & Lot	Total Bid Price	Total Bid Price	Total Bid Price	Total Bid Price
Hilliard West Lot	\$ 12,000.00	\$ 25,474.50	\$ 28,305.80	\$ 25,575.40
Hilliard Middle Lot	\$ 28,000.00	\$ 60,506.60	\$ 63,399.50	\$ 63,922.50
Hilliard East Lot	\$ 58,000.00	\$ 66,226.40	\$ 72,631.15	\$ 79,152.70
Concrete Flat Work	\$ 60,000.00	\$ 21,893.75	\$ 17,711.50	\$ 22,481.25
<b>Total For Hilliard</b>	<b>\$ 158,000.00</b>	<b>\$ 174,101.25</b>	<b>\$ 182,047.95</b>	<b>\$ 191,131.85</b>
GPB/VMC Large Parking Lot	\$ 176,000.00	\$ 181,889.00	\$ 199,037.50	\$ 192,171.00
GPB/VMC West Lot	\$ 51,000.00	\$ 69,629.75	\$ 64,836.15	\$ 70,822.30
<b>Total For GPB/VMC</b>	<b>\$ 227,000.00</b>	<b>\$ 251,518.75</b>	<b>\$ 263,873.65</b>	<b>\$ 262,993.30</b>
<b>Total bid Prices - All Sections:</b>	<b>\$ 385,000.00</b>	<b>\$ 425,620.00</b>	<b>\$ 445,921.60</b>	<b>\$ 454,125.15</b>

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH MCKEARNEY ASPHALT & SEALING INC., TO RECONSTRUCT THE PARKING LOTS AT THE HILLIARD BUILDING AND GRADY PORTER BUILDING/VETERANS MEMORIAL COURTHOUSE**

WHEREAS, the parking lots at the Hilliard Building, Grady Port Building/Veterans Memorial Courthouse are in need of replacement, the asphalt is crumbling causing potholes and many uneven surfaces that have become a trip hazard; and

WHEREAS, the Facilities Department is working to reduce the exposure to such hazards that may cause financial liability to Ingham County; and

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

WHEREAS, the Facilities Department recommends an agreement with McKearney Asphalt & Sealing Inc., a local vendor who submitted the lowest responsive and responsible proposal of \$327,000 to reconstruct the parking lots of the Hilliard Building and Grady Porter Building/Veterans Memorial Courthouse; and

WHEREAS, funds are available in the approved 2022 CIP line item #245-26710-976000-22F12 which has a balance of \$164,500, 2023 CIP line item #245-66299-976000-23F10 which has a balance of \$35,000, 2023 CIP line item #245-90210-976000-23F06 which has a balance of \$141,500 and 2019 CIP line item #245-90117-931000-9F07 which has a balance of \$48,000; and

WHEREAS, the Facilities Department is requesting a contingency of \$32,700 for any uncovered conditions.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with McKearney Asphalt & Sealing Inc., 16501 S. US HWY 27, Lansing, Michigan 48906 to reconstruct the parking lots at the Hilliard Building and Grady Porter Building/Veterans Memorial Courthouse for an amount not to exceed \$359,700 which includes a \$32,700 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:** April 24, 2024  
**RE:** Resolution to Authorize an Agreement with Smart Homes Smart Offices for Cameras at the Hilliard Building

For the meeting agendas of: May 7 & 8

---

**BACKGROUND**

The Hilliard Building currently only has cameras for the public entrances, there is a need to have external and additional internal cameras for the safety of staff and public.

Smart Homes Smart Offices, a local vendor, submitted a proposal of \$16,635.65 to furnish and install cameras inside and outside the building. Smart Home Smart Offices is on the MiDeals co-operative agreement therefore three quotes are not required per the Ingham County Purchasing Policy.

**ALTERNATIVES**

The alternative would be to not approve which will further delay addressing security measures.

**FINANCIAL IMPACT**

Funds are available in the Facilities Building Repair & Maintenance Operating fund line item #101-23303-931000. MMRMA Grant will reimburse 50% of the cost, bringing the total out of pocket cost for the County to \$8,317.83.

**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 Smart Homes Smart Offices for the cameras at the Hilliard Building.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH SMART HOMES SMART OFFICES FOR THE CAMERAS AT THE HILLIARD BUILDING**

WHEREAS, the Hilliard Building currently only has cameras for the public entrances, and there is a need to have external and additional internal cameras for the safety of staff and public; and

WHEREAS, per the Ingham County Purchasing Policy, vendors on the MiDeals co-operative agreement contract do not require three quotes; and

WHEREAS, Smart Homes Smart Offices is on the MiDeals co-operative agreement contract; and

WHEREAS, the Facilities Department recommends an agreement with Smart Homes Smart Offices for the cameras at the Hilliard Building for an amount of \$16,635.65; and

WHEREAS, funds are available in the Facilities Building Repair & Maintenance Operating fund line item #101-23303-931000; and

WHEREAS, Michigan Municipal Risk Management Authority (MMRMA) Grant will reimburse 50% of the cost, bringing the total out of pocket cost for the County to \$8,317.83.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Smart Homes Smart Offices, 210 State Street, Mason, MI 48854, for the cameras at the Hilliard Building for an amount not to exceed \$16,635.65.

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:** April 24, 2024  
**RE:** Resolution to Authorize a Purchase Order to Knight Watch for Cameras in the Veterans Affairs Office at the Human Services Office

For the meeting agendas of: May 7 & 8

---

**BACKGROUND**

The Veterans Affairs Office has security concerns and would like cameras installed as a security measure as there are no cameras that view this area and with the addition of cameras, we will be able to view and monitor the area.

Knight Watch submitted a proposal of \$14,025.34 to furnish and install the cameras and components.

**ALTERNATIVES**

The alternative would be to not approve, which will potentially put staff at a security risk.

**FINANCIAL IMPACT**

Funds are available in the Human Services Building Repair & Maintenance Operating fund line item #631-23304-931000.

**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 Knight Watch Inc. for the cameras in the Veteran Affairs Office 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 KNIGHT WATCH INC., FOR CAMERAS IN THE VETERAN AFFAIRS OFFICE AT THE HUMAN SERVICES BUILDING**

WHEREAS, the Veterans Affairs Office has security concerns and would like cameras installed as a security measure as there are no cameras that view this area; and

WHEREAS, with the addition of cameras, staff will be able to view and monitor the area; and

WHEREAS, the Facilities Department recommends a purchase order to Knight Watch Inc., to furnish and install cameras in the Veteran Affairs Office at the Human Services Building for an amount of \$14,025.34; and

WHEREAS, funds are available in the Human Services Building Repair & Maintenance Operating fund line item #631-23304-931000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a purchase order to Knight Watch Inc., 3005 Business One Drive, Kalamazoo, MI 49048, to furnish and install cameras in the Veteran Affairs Office at the Human Services Building for an amount not to exceed \$14,025.34.

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, Law & Courts, County Services, and Finance Committees  
**FROM:** Glenn Canning, Facilities Director  
**DATE:** April 23, 2024  
**RE:** Resolution to Authorize a Lease Agreement with Vlahakis Family Limited Partnership for the Public Defender’s Office Space

For the meeting agendas of: May 2, 7 & 8

---

**BACKGROUND**

The Public Defender’s Office has outgrown the current office space with the need to expand their office due to the increase in the caseload to include juvenile cases.

Vlahakis Family Limited Partnership owns the building located at 2025 S. Washington Ave. in Lansing and is a stand-alone building with adequate space and 100 parking spaces to meet the needs of staff and clients.

The lease term will be for ten years for 18,692 square feet of space with two extension options that would be in two terms of five years with a 3% increase for each term.

**ALTERNATIVES**

The alternative would be to not approve further delaying the needs of the staff and community to be met.

**FINANCIAL IMPACT**

The lease rate per square foot is \$26.75 annually for the ten-year term with two extension options. The grand total for the ten-year term will be \$5,000,110.

<u>Year</u>	<u>Lease Rate/Sq. Ft.</u>	<u>Monthly Payment</u>	<u>Annual</u>
Years 1 - 10	\$26.75	\$41,667.59	\$500,011
Years 11 - 15	\$27.55	\$42,917.62	\$515,011.44
Years 16 - 20	\$28.38	\$44,205.15	\$530,461.80

**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 lease agreement with Vlahakis Family Limited Partnership and Ingham County for the Public Defender’s Office space.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A LEASE AGREEMENT WITH VLAHAKIS FAMILY LIMITED PARTNERSHIP FOR THE PUBLIC DEFENDER'S OFFICE SPACE**

WHEREAS, the Public Defender's Office has outgrown the current office space with the need to expand their office due to the increase in the caseload to include juvenile cases; and

WHEREAS, Vlahakis Family Limited Partnership owns the building and is located at 2025 S. Washington Ave. in Lansing, which is a stand-alone building with adequate space and 100 parking spaces to meet the needs of staff and clients; and

WHEREAS, the Facilities Department recommends a lease agreement with Vlahakis Family Limited Partnership for the 18,692 square feet of space for the Public Defender's Office; and

WHEREAS, the lease rate per square foot is \$26.75 annually for the ten-year term with two extension options with the grand total for the ten-year term will be \$5,000,110.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a lease agreement with Vlahakis Family Limited Partnership, 333 Albert Avenue, Suite 202, East Lansing, Michigan 48823 for 18,692 square feet of space at 2025 S. Washington Ave. in Lansing, beginning November 1, 2024.

BE IT FURTHER RESOLVED, that the length of the lease would be for ten (10) years for a total cost of \$5,000,110, which will be funded through the Michigan Indigent Defense Commission yearly compliance plan, with two extension options as follows:

<u>Year</u>	<u>Lease Rate/Sq. Ft.</u>	<u>Monthly Payment</u>	<u>Annual</u>
Years 1 - 10	\$26.75	\$41,667.59	\$500,011
Years 11 - 15	\$27.55	\$42,917.62	\$515,011.44
Years 16 - 20	\$28.38	\$44,205.15	\$530,461.80

BE IT FURTHER RESOLVED, that this agreement will also include 100 parking spaces at no extra cost.

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 and County Services Committee

**FROM:** Kelly R. Jones, Managing Director  
Road Department

**DATE:** April 23, 2024

**SUBJECT:** Proposed Resolution to Rescind Resolution #24-164 and Approve Stop Sign Traffic Control Orders for Various Roads in the Edgemont Park Subdivision in Lansing Township

For the Meeting Agendas on May 7 and 14

---

**BACKGROUND**

Periodically, Road Department staff will review subdivisions to confirm if the existing traffic control signs are appropriate for the conditions at each intersection, as required per state statute (MCL 257.610). Evaluations include, but are not limited to, sight distance, traffic volumes, and crash history.

Recently, an evaluation was performed in the Edgemont Park subdivision located in Section 7 of Lansing Township. It was determined that the following changes are necessary, as none of the following intersections contain stop signs:

- Boynton Drive at Gould Road - Install a stop sign (no existing signage)
- Gould Road at Timber Drive - Install a stop sign (no existing signage)
- Timber Drive at Morris Avenue - Install a stop sign (no existing signage)
- Hagen Street at Morris Avenue - Install a stop sign (no existing signage)
- Hagen Street at Andrus Avenue - Install a stop sign (no existing signage)
- Sylvan Road at Mitchell Avenue - Install a stop sign (no existing signage)
- Macon Avenue at Morris Avenue - Install a stop sign (no existing signage)
- Cornelia Drive at Morris Avenue - Install a stop sign (no existing signage)
- Cornelia Drive at Mitchell Avenue - Install a stop sign (no existing signage)
- Overlea Drive at Morris Avenue - Install a stop sign (no existing signage)
- Overlea Drive at Mitchell Avenue - Install a stop sign (no existing signage)
- Andrus Avenue at Macon Avenue - Install a stop sign (no existing signage)
- Fitting Avenue at Macon Avenue - Install a stop sign (no existing signage)
- Pendleton Drive at Macon Avenue - Install a stop sign (no existing signage)
- Pendleton Drive at Fitting Avenue - Install a stop sign (no existing signage)
- Upton Road at Fitting Avenue - Install a stop sign (no existing signage)
- Andrus Avenue at Upton Road - Install a stop sign (no existing signage)

In order for the above listed stop signs to become legally enforceable, the Board of Commissioners will need to approve the associated Traffic Control Orders (TCO) recommended by the Road Department and authorize the execution of the TCOs by the Board Chairman. After the TCOs are filed with the Clerk’s Office, the signs will be installed by the Road Department and will have the force of law.

Resolution #24-164 was adopted April 9, 2024 to address these needed stop sign installations. Upon further review, it was discovered that the resolution and resulting TCOs stated these roads were located in Meridian Township. Unfortunately, they are actually located in Lansing Township, making the TCOs invalid. Therefore,

Resolution #24-164 will need to be rescinded and a new resolution put forth stating the correct township name for the resulting Traffic Control Orders.

**ALTERNATIVES**

N/A

**FINANCIAL IMPACT**

The costs to install the stop signs at the above intersections are included in the 2024 Road Fund budget.

**OTHER CONSIDERATIONS**

N/A

**RECOMMENDATION**

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

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO RESCIND RESOLUTION #24-164 AND APPROVE STOP SIGN TRAFFIC CONTROL ORDERS FOR VARIOUS ROADS IN THE EDMONT PARK SUBDIVISION IN LANSING TOWNSHIP**

WHEREAS, the Road Department is responsible for placing and maintaining traffic control devices located on roads within their jurisdiction; and

WHEREAS, the Road Department had previously evaluated the intersections within the Edgemont Park subdivision located in Section 7 of Lansing Township and determined stop signs are necessary in several locations as described herein; and

WHEREAS, Resolution #24-164 was previously adopted to approve traffic control orders for this subdivision, but erroneously referenced Meridian Township; and

WHEREAS, Resolution #24-164 will need to be rescinded and this new resolution adopted in its place, so that the associated traffic control orders will reference Lansing Township; and

WHEREAS, the Road Department recommends stop signs to be installed on Boynton Drive at Gould Road, Gould Road at Timber Drive, Timber Drive at Morris Avenue, Hagen Street at Morris Avenue, Hagen Street at Andrus Avenue, Sylvan Road at Mitchell Avenue, Macon Avenue at Morris Avenue, Cornelia Drive at Morris Avenue, Cornelia Way at Mitchell Avenue, Overlea Drive at Morris Avenue, Overlea Drive at Mitchell Avenue, Andrus Avenue at Macon Avenue, Fitting Avenue at Macon Avenue, Pendleton Drive at Macon Avenue, Pendleton Drive at Fitting Avenue, Upton Road at Fitting Avenue, and Andrus Avenue at Upton Road.

THEREFORE BE IT RESOLVED, that Resolution #24-164 be rescinded.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order to install a stop sign for traffic on Boynton Drive at the intersection of Gould Road located in Section 7 of Lansing Township.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order to install a stop sign for traffic on Gould Road at the intersection of Timber Drive located in Section 7 of Lansing Township.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order to install a stop sign for traffic on Timber Drive at the intersection of Morris Avenue located in Section 7 of Lansing Township.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order to install a stop sign for traffic on Hagen Street at the intersection of Morris Avenue located in Section 7 of Lansing Township.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order to install a stop sign for traffic on Hagen Street at the intersection of Andrus Avenue located in Section 7 of Lansing Township.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order to install a stop sign for traffic on Sylvan Road at the intersection of Mitchell Avenue located in Section 7 of Lansing Township.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order to install a stop sign for traffic on Macon Avenue at the intersection of Morris Avenue located in Section 7 of Lansing Township.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order to install a stop sign for traffic on Cornelia Drive at the intersection of Morris Avenue located in Section 7 of Lansing Township.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order to install a stop sign for traffic on Cornelia Drive at the intersection of Mitchell Avenue located in Section 7 of Lansing Township.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order to install a stop sign for traffic on Overlea Drive at the intersection of Morris Avenue located in Section 7 of Lansing Township.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order to install a stop sign for traffic on Overlea Drive at the intersection of Mitchell Avenue located in Section 7 of Lansing Township.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order to install a stop sign for traffic on Andrus Avenue at the intersection of Macon Avenue located in Section 7 of Lansing Township.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order to install a stop sign for traffic on Fitting Avenue at the intersection of Macon Avenue located in Section 7 of Lansing Township.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order to install a stop sign for traffic on Pendleton Drive at the intersection of Macon Avenue located in Section 7 of Lansing Township.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order to install a stop sign for traffic on Pendleton Drive at the intersection of Fitting Avenue located in Section 7 of Lansing Township.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order to install a stop sign for traffic on Upton Road at the intersection of Fitting Avenue located in Section 7 of Lansing Township.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a Traffic Control Order to install a stop sign for traffic on Andrus Avenue at the intersection of Upton Road located in Section 7 of Lansing Township.



BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign the Traffic Control Orders on behalf of the County.

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

**FROM:** Kelly R. Jones, Managing Director  
Road Department

**DATE:** April 23, 2024

**SUBJECT:** Proposed Resolution to Amend the Agreement with Wheatfield Township for the 2024 Local Road Program

For the Meeting Agendas of May 7, 8, and 14

---

**BACKGROUND**

As provided in Act 51 of 1951 as amended, the cost of improvements on local roads must be funded at least 50% by other sources than the Road Department, such as the township, millage, or special assessment district. In Ingham County, only Lansing and Meridian Townships have a millage for road improvements.

Each year, a portion of the Road Department’s budget is allocated toward the shared 50% match with each township for road work occurring on local roads within their boundaries. The annual allocation of funding from the Road Department to each of the 16 townships is called the “Local Road Program” and is based on the local road miles and population within each township. The Road Department coordinates with each township to determine the priority of road projects included in the annual program. Project costs exceeding the annually allocated 50% capped funding match by the Road Department becomes the full financial responsibility of the township.

Most of the projects included in the Local Road Program can be performed by the Road Department. As the Road Department only charges for materials and vendor expenses, this further increases the value of the Local Road Program funding. However, certain projects require a higher level of service than what the Road Department is able to provide, necessitating the use of outside contractors.

Wheatfield Township previously coordinated with the Road Department and Leroy Township to perform work on Meech Road between Noble Road and Holt Road, per Resolution #24-170. However, Wheatfield Township recently requested the addition of Dennis Road from Williamston Road to Meech Road to the 2024 Local Road Program.

**ALTERNATIVES**

N/A

**FINANCIAL IMPACT**

Per Resolution #24-170, the estimated Local Road Program cost of the Meech Road project was \$55,550. The estimated cost for the Dennis Road project is \$110,110. The total combined 2024 Local Road Program cost for the two projects with Wheatfield Township is \$165,660. The available match from the Road Department is \$33,300 and the cost for Wheatfield Township is estimated at \$132,360. The match funds have been included in the 2024 Road Fund Budget.

The work listed in the attached table is proposed to be done by the Road Department for Wheatfield Township. Any project costs exceeding the capped match amounts from the Road Department will be the Township's financial responsibility.

**OTHER CONSIDERATIONS**

N/A

**RECOMMENDATION**

Based on the information provided, the Road Department respectfully requests the following resolution be approved to authorize an amendment to the Local Road Program Agreement with Wheatfield Township.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AMEND THE AGREEMENT WITH WHEATFIELD TOWNSHIP FOR THE 2024 LOCAL ROAD PROGRAM**

WHEREAS, per Act 51 of 1951 as amended, the cost of improvements on local roads must be funded at least 50% by sources other than the Road Department, such as a township, millage, or special assessment district; and

WHEREAS, a portion of the Road Department's budget is annually allocated toward the capped 50% match with each township, based on population and local road mileage, for road work occurring on local roads within their boundaries; and

WHEREAS, the Road Department coordinated with each township to determine the priority of road projects included in the annual Local Road Program; and

WHEREAS, Wheatfield Township coordinated with the Road Department to schedule work on Meech Road for the 2024 construction season and the associated agreement was authorized per Resolution #24-170; and

WHEREAS, Wheatfield Township has requested additional road work to be included in the 2024 construction season on Dennis Road, as detailed in the attached table; and

WHEREAS, the Road Department is willing to perform the additional road improvements for the 2024 construction season; and

WHEREAS, the Road Department shall only charge for materials and vendor expenses for the projects performed by Road Department staff, and will pay 50% of the project costs up to the capped allocation for the township; and

WHEREAS, the project costs exceeding the annually allocated 50% capped funding match by the Road Department becomes the full financial responsibility of the township; and

WHEREAS, the Road Department's total capped match contribution for Wheatfield Township of \$33,330 is included in the adopted 2024 Road Fund Budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes amending the agreement with Wheatfield Township to include additional road work on Dennis Road as part of the 2024 Local Road Program, as detailed in the attached table.

BE IT FURTHER RESOLVED, that the Road Department is authorized to match up to 50% of the costs for the Wheatfield Township projects up to the capped allocation amount of \$33,300 as shown in the attached table.

BE IT FURTHER RESOLVED, that the Road Department shall invoice Wheatfield Township for their portion of the project costs at the conclusion of the construction season.

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

## 2024 Local Road Program (LRP)

Township	Match Balance Thru 2023	2024 ICRD Match Allocation	Total 2024 Match Available	Proposed 2024 Local Road Projects	Estimated Total LRP Cost	Estimated Township Cost	ICRD LRP Contribution
Wheatfield	\$0.00	\$33,300.00	\$33,300.00	HMA overlay on Meech Rd (Noble Rd to Holt Rd in coordination with Leroy Township) (Approved per Resolution #24-170)	\$165,660.00	\$132,360.00	\$33,300.00

**TO:** Board of Commissioners County Services Committee  
**FROM:** Sue Graham, Human Resources Director  
**DATE:** April 23, 2024  
**SUBJECT:** Proposed Reorganization of the Human Resources Department (*Discussion*)  
For the meeting agenda of May 7

---

**BACKGROUND**

During the past few years, the Human Resources Department has experienced a continuing increase in the demand for human resources services. We have internally expanded upon our capacity to provide services to departments and the public, particularly with respect to recruiting and retaining employees, compensation, and benefits, and promoting labor-management relations. To further align staff with service demands and optimize the efficient and effective delivery of services, we are requesting a proposed reorganization of the department as follows:

Proposed Reclassification of Existing Positions

Data Analyst (MC 9) to HRIS Coordinator (MC 7)

Benefits Administrator (MC 7) to Benefits Administrator (MC 8)

HR Employee Data Analyst (MC 7) to HR Employee Data Analyst (MC 8)

Human Resources Director (MC 14) to Chief Human Resources Officer (MC 15)

Proposed New Positions to be Created:

Deputy Director: to provide full-time support to the Chief Human Resources Officer

Recruiter: to provide full-time, dedicated support to recruiting and retaining employees

Assistant to the HR Employee Data Analyst: to provide full-time dedicated support to updating and maintaining employee personnel data.

**ALTERNATIVES**

If the status quo is permitted to continue, Human Resources Department staff will not be as efficient and effective in delivering services and meeting continuously increasing demand.

**FINANCIAL IMPACT**

Financial impacts are as described on the attached costing analyses provided by the Budget Office.

**STRATEGIC PLAN CONSIDERATIONS**

The proposed reorganization is in furtherance of the Mission Statement of the Human Resources Department to ensure an efficient and motivated workforce, by promoting labor-management relations, recruiting, and retaining high quality, well trained, culturally diverse employees for Ingham County departments and agencies.

**OTHER CONSIDERATIONS**

In developing this proposed reorganization, Human Resources staff obtained classification reviews of the proposed new and updated positions from the Controllers Office. Additionally, the Controller/Administrator is in support of the proposed reorganization.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the proposed reorganization to move forward to the next round of committee meetings in accordance with the provisions of the Reorganization Procedure Policy 220.

**INGHAM COUNTY  
JOB DESCRIPTION**

**HRIS SPECIALIST**

**General Summary:**

Under general direction, the HRIS Specialist is responsible for providing technical, analytical, and administrative support for Human Resources activities. Maintains the HR Applicant Tracking system (ATS), implements process improvements, ensuring data quality, and analyzing and reporting on the data in the HRIS system. Generates reports to support HR functions, including compensation, compliance, Applicant Tracking System (ATS) metrics and workforce analytics. Ensures that data is accurately processed and maintained in compliance with personnel policies and procedures. The HRIS Specialist leads technology projects and initiatives and is also the go-to subject matter expert for the system used in the organization.

**Essential Functions:**

1. Serves as lead on technical application implementation projects and as systems administrator for human resources related programs and applications.
2. Manages and maintains the HRIS system, including system configuration, data integrity, troubleshooting, and user support.
3. Provides technical support for the department website, HRIS, Applicant Tracking System including system functionality, salary table updates; creation of auxiliary codes, and changes in position control.
4. Provides training to HR staff and end-users on HRIS functionality, the Personnel Action Request (PAR) and SAR system ensuring proper utilization of the system's capabilities. Issues PARs and SARs for the HR department.
5. Performs data extraction, report generation and data visualization using charts, and graphs for various reporting requirements.
6. Ensures execution of documents, via transmission to BOC and other signatories, maintains electronic contract data bases and ensures contracts and documents are submitted to the BOC for filing with County Clerk.
7. Serves as the Webmaster for the department and manages the content of the HR webpage, and social media outlets, and HRIS.
8. Provides assistance to departmental staff, and other departments by providing data, for various reporting requirements.
9. Collects data and provides information for FOIA requests.
10. Compiles the EEO-4 report bi-annually, provides quarterly reports to the EOC, and provides DEI related data to the Diversity, Equity, and Inclusion Office.
11. Creates wage tables for all bargaining and non-bargaining groups.
12. Collects and analyzes data for compensation studies from comparable counties and other resources.



13. Manages the Human Resources social media presence, keeps website and other social media accounts up to date.

**Other Functions:**

- Performs other duties as assigned.
- Must adhere to departmental standards in regard to confidentiality and other privacy issues.

*(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 employee may be expected to perform.)*

**Employment Qualifications:**

**Education:** An Associate's Degree in Information Systems, Human Resources, Business Administration, Public Administration, or related field is required.

**Experience and Skills Required:**

- At least 3 years of experience in Human Resources with HRIS/Applicant Tracking System data analysis, and web maintenance responsibilities. Public sector experience preferred.
- Advanced knowledge of MS Excel including Pivot Tables, VLOOKUPS, graphs and charts
- Proficiency with the following systems a plus: NEOGOV, MUNIS, ONBASE

**Other Requirements:**

- Working knowledge of Microsoft Office Suite.
- Must adhere to departmental standards in regard to confidentiality and other privacy issues.
- Participates in continuing education to remain current on HR trends, laws, etc.
- Maintains the integrity and confidentiality of human resource related information, files, and records.
- Ability to meet deadlines in a timely manner, change focus on projects as needed and multitask.
- Dependable and regular attendance required.
- Ability to handle stressful situations on an occasional basis.
- Ability to maintain excellent customer service during stressful situations.

*(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)*

**Working Conditions:**

1. This position works in an indoor environment. There is no planned exposure to prominent lights, noises, odors, temperatures, or weather conditions.
2. This position is required to travel for meetings and appointments.

**Physical Requirements:**

- This position requires the ability to sit, stand, walk, traverse, climb, balance, twist, bend, stoop/crouch, squat, kneel, crawl, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands, or fingers.

- This position's physical requirements require periodic stamina in standing, walking, traversing, climbing, balancing, stooping/crouching, squatting, kneeling, crawling, handling, and pinching.
- This position's physical requirements require regular stamina in twisting, bending, lifting, carrying, pushing, pulling, reaching, and grasping.
- This position's physical requirements require continuous stamina in sitting, typing, and enduring repetitive movements of the wrists, hands, or fingers.
- This position performs sedentary work requiring a negligible amount of effort in the physical requirements above.
- This position primarily requires close visual acuity to perform tasks within arm's reach such as: viewing a computer screen, using measurement devices, inspecting, and assembling parts, etc.
- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.

*(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.)*

**MC 7  
April 2024**

**INGHAM COUNTY  
JOB DESCRIPTION**

**BENEFITS ADMINISTRATOR**

**General Summary:**

Under the supervision of the Human Resources Director, is responsible for benefit administration and development. Maintains employee's insurance benefits records and HRIS benefit systems. Monitors and tracks claims with access to confidential Human Resources and Labor Relations material. Conducts new employee orientations and the open enrollment process and explains insurance plans and benefits to employees and retirees. Responds to inquires related to insurance coverage of employees and retirees and assists them in the processing of claims. Interacts with Financial Services and Treasurer's Office personnel regarding invoices and other payable issues. Works on behalf of employees and retirees to ensure timely and appropriate benefits delivery consistent with provisions of the plan document.

**Essential Functions:**

1. Acts as primary liaison to third party benefits administrator and vendors.
2. Conducts audits of benefit information and payroll deductions and payments.
3. Supports Benefits Coordinator with processing changes to employee benefit records and ensures that accurate records are kept on the County's payroll and benefits systems and with insurance providers
4. Provides information in response to questions of employees and retirees regarding insurance coverage, billing, claims, and reimbursements. Acts on behalf of employees and retirees as a liaison with vendors.
5. Researches and stays current with insurance and employee benefit trends and provides information to Health Care Coalition and Human Resources Director. Makes recommendations regarding employee benefits to the Human Resources Director.
6. Maintains the payroll data base for health insurance waiver payments and maintains all adjustments to employees' fringe benefit deductions. Works with retirees regarding payment of insurance premiums.
7. Conducts orientation sessions with all new employees to explain and enroll them in County benefit programs.
8. Writes and reviews RFPs as related to health, life, dental, vision, and employee benefit programs as provided by the County.
9. Administers the wrap-around plan for retiree health insurance.
10. Monitors invoices on a bi-weekly and monthly basis.
11. Maintains benefit database and provides reports as needed.
12. Establishes and maintains relationships with health, life, dental, vision and other benefit vendors.
13. Calculates health contributions on an annual basis in accordance with direction from Human Resources Director for employees and retirees on an annual basis.

14. Creates and disseminates various reports including bi-weekly payroll reports for various vendors related to employee accounts.
15. Processes correspondence to those employees severing employment with the County and maintains such records. Explains health insurance continuation under COBRA to County employees and acts as liaison to the County's third party administrator for COBRA benefits.
16. Administers the annual employee and retiree open enrollment process. Designs enrollment information, conducts enrollment information meetings, maintains electronic enrollment system related documents, and transmits to the County's payroll system and vendors.
17. Facilitates the joint/labor management Healthcare Coalition Committee.
18. Processes all life insurance claims on behalf of beneficiaries with County's life insurance carrier.
19. Provides information, completes necessary paperwork, and provides assistance to employees filing claims with the County's disability insurance carrier.
20. Maintains the integrity and confidentiality of human resource related information, files, and records.
21. Ability to meet deadlines in a timely manner, change focus on projects as needed and multitask.
22. Dependable and regular attendance required.
23. Ability to handle stressful situations on an occasional basis
24. Ability to maintain excellent customer service during stressful situations.

**Other Functions:**

Performs other duties as assigned.

Must adhere to departmental standards in regard to HIPAA and other privacy issues.

*(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 employee may be expected to perform.)*

**Employment Qualifications:**

**Education:** Associate's degree in Business Administration, Human Resources, or a related field.

**Experience:** Three (3) to five (5) years of experience administering employee benefit plans, operating various HRIS and payroll systems. Knowledge of ERISA, HIPAA, COBRA, and applicable state and federal laws, as well as experience conducting research on insurance trends is required.

**Other Requirements:**

None listed.

*(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)*

**Working Conditions:**

This position works in an indoor environment. There is no planned exposure to prominent lights, noises, odors, temperatures, or weather conditions.

This position is required to travel for meetings and appointments.

**Physical Requirements:**

- This position requires the ability to sit, stand, walk, traverse, climb, balance, twist, bend, stoop/crouch, squat, kneel, crawl, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands, or fingers.
- This position's physical requirements require little to no stamina in standing, walking, traversing, climbing, balancing, bending, stooping/crouching, squatting, kneeling, crawling, handling, and pinching.
- This position's physical requirements require regular stamina in twisting, lifting, carrying, pushing, pulling, reaching, and grasping.
- This position's physical requirements require continuous stamina in sitting, typing, and enduring repetitive movements of the wrists, hands, or fingers.
- This position performs sedentary work requiring a negligible amount of effort in the physical requirements above.
- This position primarily requires close visual acuity to perform tasks within arm's reach such as: viewing a computer screen, using measurement devices, inspecting, and assembling parts, etc.
- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.

*(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.)*

**INGHAM COUNTY  
JOB DESCRIPTION**

**HUMAN RESOURCES EMPLOYEE DATA ANALYST**

**General Summary:**

With general supervision from the Human Resources Director, coordinates and implements personnel transactions relating to personnel/payroll related functions for County employees. Maintains various personnel records via HRIS systems and provides training and support to user departments regarding the County's automated payroll/personnel system. Meets with employees as they prepare for retirement to assist in processing of retirement paperwork. Processes and verifies retro pay for employees for calculation by Finance and Budget Department. Creates and implements salary tables for annual changes. Facilitates financial wellness training for county employees. Acts as department liaison with MERS and deferred compensation account providers at direction of Human Resources Director. Acts as lead for Assistant Human Resources Employee Data Analyst, providing work direction.

**Essential Functions:**

1. Serves as liaison to user departments processing employee transactions. Provides support to all County Department representatives on utilization of the on-line Personnel Action Request (PAR) system for payroll maintenance and other related functions. Explains policies and procedures for implementation to users.
2. Provides employee information for agencies outside of Ingham County, including third party administrator accounts, MERS retirement and deferred compensation representatives, and HRIS software providers.
3. Maintains and updates system coding within the payroll/personnel software.
4. Meets with potential retirees to complete retirement worksheet calculating approximate retirement benefits.
5. Updates the County's payroll system for all County positions ensuring that all personnel/payroll information is up-to-date and accurate. Determines appropriate pension codes, union dues and accruals based on individual and union. Coordinates with the Finance Accountant to facilitate eligible payouts in compliance with County labor agreements and/or separation agreements. Processes step increases. Calculates and/or verifies rates for individuals working temporarily out of class. Works closely with Finance and Budget Department in processing payroll.
6. Processes leave time accruals and payroll deductions, deferred compensation, Section 125, union dues, United Way, and various other deductions.
7. Access vendor deferred compensation portals for employee contribution reports and to input employee separation information.
8. Maintains County-wide sick leave donation bank. Processes sick leave donations and coordinates activity with department timekeepers each pay period. (Move to Assistant)
9. Utilizes computer systems and personnel files to retrieve employment data and disseminates information as appropriate in accordance with established procedures.

10. Conducts internal audits to calculate payments and/or overpayments, as required. Performs internal audits for the retirement process and to coordinate with MERS and Finance and Budget Department to ensure proper service credit and wages are reported for specific timeframes as warranted for each potential retiree as well as MERS audits of records. Communicates corrections in reporting to Finance and Budget Department. .
11. Researches and prepares payroll reports for review and analysis of historical information. Reviews internal reports for accuracy, identifies discrepancies and corrects inaccuracies.
12. Reviews leave benefit payout calculations prepared by Finance and Budget Department based on knowledge of collective bargaining agreements, the employee's history and other data as required.
13. Processes various retirement forms and audits payroll records for MERS and deferred compensation plans to confirm wages, accrual payouts and service credit.
14. May process accounts payable and receivable for the Department. (Move to Assistant position)
15. Initiates and updates appropriate tables to implement changes within collective bargaining agreements and personnel policies as well as reclassifications. Update changes in position control directory as necessary.
16. Identifies system and/or software failures by ~~and~~ analyzing information to determine and take corrective action.
17. Creates employee master for all new hires in the payroll system (Responds to questions regarding salaries, retirement, and forms.
18. Responds to questions from employees, retirees, and Ingham legal counsel regarding pension issues.
19. Ability to meet deadlines in a timely manner, change focus on projects as needed and multitask.
20. Dependable and regular attendance required.
21. Ability to effectively explain retirement, accrual, and salary information to employees in understandable terms.
22. Ability to maintain excellent customer service during stressful situations.

### **Other Functions**

- Performs other duties as assigned.
- Must adhere to departmental standards in regard to confidentiality 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 employee may be expected to perform.)*

### **Employment Qualifications**

**Education:** Associate's degree in Business Administration, Human Resources, Computer Information Systems, or related areas.

**Experience:** Three years of experience in HRIS or closely related system. Previous work experience in Human Resources, payroll, or related area preferred.

**Other Requirements:** Extensive Word product software knowledge is preferred.

*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.*

**Working Conditions:**

This position works in an indoor environment. There is no planned exposure to prominent lights, noises, odors, temperatures, or weather conditions.

**Physical Requirements:**

- This position requires the ability to sit, stand, walk, traverse, climb, balance, twist, bend, stoop/crouch, squat, kneel, crawl, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands, or fingers.
- This position's physical requirements require periodic stamina in standing, walking, traversing, climbing, balancing, stooping/crouching, squatting, kneeling, crawling, and pinching.
- This position's physical requirements require regular stamina in twisting, bending, lifting, carrying, pushing, pulling, reaching, grasping, and handling.
- This position's physical requirements require continuous stamina in sitting, typing, and enduring repetitive movements of the wrists, hands, or fingers.
- This position performs sedentary work requiring a negligible amount of effort in the physical requirements above.
- This position primarily requires close visual acuity to perform tasks within arm's reach such as: viewing a computer screen, using measurement devices, inspecting, and assembling parts, etc.
- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.

*(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.)*

April 2024  
MC



**INGHAM COUNTY  
JOB DESCRIPTION**

**CHIEF HUMAN RESOURCES OFFICER**

**General Summary:**

Reporting to the County Controller/Administrator, this position plans, organizes and directs the activities and staff of the Human Resources Department including recruitment and selection, classification and compensation, labor relations, employee services, unemployment claims, FMLA and conflict resolution. Develops and interprets County policies and procedures. Acts as a liaison between departments, the Controller/Administrator and the public regarding personnel policies, procedures, and administration. Serves as Human Resources representative on various internal and external committees.

**Essential Functions:**

1. Develops long range strategies goals and plans for all areas of HR management, including recruitment, orientation, and training of County employees to ensure the County is able to attract and retain, reward, and motivate a qualified diverse workforce with the skills and knowledge required to meet the changing needs of the County.
2. Serves as the County's EEOC representative maintaining documentation, ensuring compliance, and working with the County Attorney, responds to allegations. Conducts internal investigations and produces summary reports of findings.
3. Supervises HR Department staff, ensuring employees have the resources, training, and support to effectively provide HR services County-wide, including to Elected Officials, Courts, and their employees.
4. Oversees the day to day recruitment, selection, and onboarding process for newly hired employees.
5. Directs the administration of the County's workers' disability compensation claims process, strategizing case management with the County's Third-Party Administrator and County Attorney, ensuring quality and cost-effective medical management is provided to employees. Provides outreach support to County departments, Elected Officials, and the Courts on safety-related issues.
6. Assesses the organizational structure of departments and divisions. Advises management regarding optimal staffing and organizational development to enhance employee performance and service delivery.
7. Administers the classification and compensation program for the County including an equitable job evaluation plan, a competitive wage and salary structure, and sound pay practices.
8. Advises departments on job design content, reorganization and reclassification processes and procedures.
9. Reports to the Controller/Administrator, providing decisional support through HR management metrics.
10. Builds and effectively manage interpersonal relationships at all levels of the County, fostering a positive working environment and inclusive culture. Works closely with management and employees to improve working relationships, build morale and increase productivity and retention.
11. Develops and implements HR management strategies and initiatives in alignment with overall County strategic goals and the Strategic Plan.

12. As a representative of the Controller/Administrator and in conjunction with the County Attorney, participates in the labor negotiations. Directs the implementation and administration of collective bargaining agreements.
13. Oversees the maintenance of the County payroll systems, including all personnel action requests (PAR).
14. Responsible for updating and administering the employee retirement plans through Municipal Employees' Retirement System (MERS), including division changes and employee requests for service.
15. Coordinate and facilitates the Health Care Coalition for discussion and development of health care plans and premium structures. May include the development of RFPs for consultants and third party administration services. Facilitates consensus building annually with the Health Care Coalition, resulting in recommendations for benefits for each plan year. Presents recommendations of the Health Care Coalition to the Board of Commissioners for approval. Develops strategic plan and timeline for annual open enrollment.
16. Administer the unemployment compensation program as required by State law. In conjunction with the County Attorney, represents the County in hearings related to contested claims Directs the administration of the County's FMLA and ADA policies. Supplies support, advice and guidance concerning appropriate execution of FMLA and ADA regulations.
17. In conjunction with the County Attorney, prepares and presents the County position in arbitration cases.
18. Reviews and analyzes pending labor legislation as it affects County government and makes recommendations to the Controller/Administrator and appropriate Committees.
19. Provides support to departments for conflict resolution and disciplinary action. Helps facilitate the resolution process between supervisors and employees. Provides guidance and input for disciplinary actions as requested. Handles employee grievances at the Director's step of the collective bargaining agreements. May negotiate settlement of grievances or disputes with authority delegated by the Controller/Administrator.
20. Develops and administers County personnel policies. Informs and advises the Controller/Administrator on personnel management activities. Acts as liaison between departments and the public regarding personnel policies, procedures, administration, and problems.
21. Serves as the Human Resources representative on various internal and external committees including, but not limited to, Deferred Compensation Plan Committee, Department of Civil Rights matters, ADA Coordinator, EOC meetings, County Services Committee, etc.

**Other Functions:**

Performs other duties as assigned.

*(The above statements are intended to describe the general nature and level of work being performed by the people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.)*

**Employment Qualifications:**

**Education:** A Bachelor Degree in Human Resources, Labor Relations, Business or Public Administration is required. An advanced degree in a related field or HR Management Certification is preferred.

**Experience:** A minimum of 7 years of relevant experience in all areas of HR Management is required. A minimum of 5 years of progressively responsible management experience is required, including direct supervisory experience.

**Other Requirements:** Must possess excellent active listening, negotiations, and presentation skills.

*(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:**

- This position requires the ability to sit, stand, traverse, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands, or fingers.
- This position's physical requirements require continuous stamina (more than 50%) in sitting, reaching, handling, typing and enduring repetitive movement of the wrists, hands, or fingers.  
This position's physical requirements require regular stamina (21-50% of the time) in traversing, carrying, and grasping. This position's physical requirements require little to no stamina (less than 5%) in standing, lifting, pushing, and pulling.
- This position performs light work requiring the ability to exert 20 pounds or less of force in the physical requirements above.
- This position primarily requires close visual acuity to perform tasks within arm's reach such as: viewing a computer screen, using measurement devices, inspecting, and assembling parts, etc.
- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires regular attendance and punctuality.
- This position requires the ability to handle varying and often high levels of stress.

*(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:**

- The work environment is a typical office setting where sensory experience includes uniform temperatures, conversational noise, and everyday office activities.
- Occasionally, travel to other sites is required and exposure to unusual elements such as inclement weather, smoke, unpleasant odors, loud noises, and extreme temperatures rises.

*November 2022  
MCF 15*

**INGHAM COUNTY  
JOB DESCRIPTION  
DEPUTY HUMAN RESOURCES DIRECTOR**

**General Summary:**

Reporting to the Human Resources Director, this position assists Director with planning, organizing, and directing the activities and staff of the Human Resources Department including recruitment and selection, classification and compensation, labor relations, employee services, unemployment claims, FMLA and conflict resolution. Assists with developing and interpreting County policies and procedures. Acts as a liaison between departments, and the public regarding personnel policies, procedures, and administration. Serves as Human Resources representative on various internal and external committees.

**Essential Functions:**

1. Acts on behalf of the Human Resources Director in his/her absence.
2. Participates in the hiring process, orients, and trains staff, makes work assignments and reviews work products for accuracy.
3. Participates in the establishment, implementation and revision of policies, procedures, and practices.
4. Oversees hiring, reclassifications, reorganizations, succession planning and position development.
5. Works with the Director to establish and control the department budget.
6. Assists the HR Director in the daily administration of HR services as directed or assigned.
7. Assists the HR Director with formulating the Human Resources Department annual budget and in tracking expenditures.
8. Provides support to departments for conflict resolution and disciplinary action. Helps facilitate the resolution process between supervisors and employees. Provides guidance and input for disciplinary actions as requested.
9. As a representative of the Controller/Administrator and in conjunction with the County Attorney, participates in the labor negotiations.
10. Assists in building and effectively managing interpersonal relationships at all levels of the County, fostering a positive working environment and inclusive culture. Works closely with management and employees to improve working relationships, build morale and increase productivity and retention.
11. Assists Department Heads and Managers with reorganizations, ensures equitable pay for positions without creating salary compression.
12. Assists with developing long range strategies goals and plans for all areas of HR management, including recruitment, orientation, and training of County employees to ensure the County is able to attract and retain, reward, and motivate a qualified diverse workforce with the skills and knowledge required to meet the changing needs of the County.

13. Assists with Developing and administering County personnel policies. Informs and advises the Controller/Administrator on personnel management activities. Acts as liaison between departments and the public regarding personnel policies, procedures, administration, and problems.
14. Serves as the Human Resources representative on various internal and external committees.
15. Ability to meet deadlines in a timely manner, change focus on projects as needed and multitask.
16. Dependable and regular attendance required.
17. Ability to maintain excellent customer service during stressful situations.

**Other Functions:**

- Performs other duties as assigned.
- 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 employee may be expected to perform.)*

**Employment Qualifications:**

**Education:** A Bachelor Degree in Human Resources, Labor Relations, Business or Public Administration is required. SHRM Certification Preferred.

**Experience:** 5 years of experience in Human Resources, including 2 years of management/supervisory experience.

**Other Requirements:**

- Must possess excellent active listening, negotiations, and presentation skills.

*(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)*

**Working Conditions:**

1. This position works in an indoor environment. There is no planned exposure to prominent lights, noises, odors, temperatures, or weather conditions.
2. This position is required to travel for meetings and appointments.

**Physical Requirements:**

- This position requires the ability to sit, stand, walk, traverse, climb, balance, twist, bend, stoop/crouch, squat, kneel, crawl, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands, or fingers.
- This position's physical requirements require periodic stamina in standing, walking, traversing, climbing, balancing, stooping/crouching, squatting, kneeling, crawling, and pinching.

- This position's physical requirements require regular stamina in twisting, bending, lifting, carrying, pushing, pulling, reaching, grasping, and handling.
- This position's physical requirements require continuous stamina in sitting, typing, and enduring repetitive movements of the wrists, hands, or fingers.
- This position performs sedentary work requiring a negligible amount of effort in the physical requirements above.
- This position primarily requires close visual acuity to perform tasks within arm's reach such as: viewing a computer screen, using measurement devices, inspecting, and assembling parts, etc.
- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.

*(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.)*

**February 2024**  
**MC 13**

**INGHAM COUNTY  
JOB DESCRIPTION  
RECRUITER**

**General Summary:** Under the direction of the Human Resources Director, provides recruitment expertise to assist hiring managers and department heads. Attends recruiting events and represents the County at such. Assists with screening applications and providing referrals to hiring managers and department heads. Collaborates with hiring managers to develop recruitment plans for vacant positions.

**Essential Functions:**

1. Ability to create and implement sourcing strategies for recruitment for a variety of roles.
2. Responsible for posting open positions on outside positing networks such as MI Works, Indeed, Handshake, Simplicity, Special websites and ensures they are up to date.
3. Researches and attends career fairs, works with departments to attend same.
4. Works closely with Department Heads on hard to fill positions to develop recruitment plans.
5. Creates social media campaigns for recruitment, ensures posts are designed to reach a diverse demographic of applicants.
6. Identifies and implements efficient and effective recruiting methods and strategies based on the available role, industry standards and the needs of the county.
7. Assists with the interview process, attending and conducting interviews with hiring departments.
8. Ensures compliance with federal, state, and local employment laws and regulations, and County policies.
9. Answers questions from candidates such as; screening process, completing application, benefits offered.
10. Develops, facilitates, and implements all phases of the recruitment process.
11. Screens applications and selects qualified candidates for interviews.
12. Attends and participates in college job fairs and recruiting sessions.
13. Collaborates with the hiring manager and/or other human resources staff during the hiring process.
14. Conducts exit interviews with employees who are leaving Ingham County employment and complies data from these interviews.
15. Ability to meet deadlines in a timely manner, change focus on projects as needed and multitask.
16. Dependable and regular attendance required.
17. Ability to maintain excellent customer service during stressful situations.

**Other Functions:**

- Performs other duties as assigned.
- 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 employee may be expected to perform.)*

### **Employment Qualifications:**

**Education:** A Bachelor's degree in Human Resources, Business Administration, Public Administration, or a related field. SHRM Certification preferred.

**Experience:** A minimum of two (2) years of experience as a recruiter in a high volume, multi-departmental organization.

### **Other Requirements:**

- Must be able to travel to recruiting events.

*(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)*

### **Working Conditions:**

1. This position works in an indoor environment. There is no planned exposure to prominent lights, noises, odors, temperatures, or weather conditions.
2. This position is required to travel for meetings and appointments.

### **Physical Requirements:**

- This position requires the ability to sit, stand, walk, traverse, climb, balance, twist, bend, stoop/crouch, squat, kneel, crawl, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands, or fingers.
- This position's physical requirements require little to no stamina in crawling.
- This position's physical requirements require periodic stamina in balancing, twisting, bending, stooping/crouching, squatting, kneeling, and pinching.
- This position's physical requirements require regular stamina in climbing, lifting, carrying, pushing, pulling, reaching, grasping, and handling.
- This position's physical requirements require continuous stamina in sitting, standing, walking, traversing, typing, and enduring repetitive movements of the wrists, hands, or fingers.
- This position performs light work requiring the ability to exert 20 pounds or less of force in the physical requirements above.
- This position primarily requires close visual acuity to perform tasks within arm's reach such as: viewing a computer screen, using measurement devices, inspecting, and assembling parts, etc.
- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.



*(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.)*

**February 2024**  
**MC 8**

**INGHAM COUNTY  
JOB DESCRIPTION**

**ASSISTANT HUMAN RESOURCES EMPLOYEE DATA ANALYST**

**General Summary:**

With general supervision from the Human Resources Director, coordinates and implements personnel transactions relating to personnel/payroll related functions for County employees. Maintains various personnel records via HRIS systems and provides training and support to user departments regarding the County's automated payroll/personnel system.

**Essential Functions:**

1. Assists user departments processing employee transactions. Provides support to all County Department representatives on utilization of the on-line Personnel Action Request (PAR) system for payroll maintenance and other related functions. Explains policies and procedures for implementation to users.
2. Updates the County's payroll system for all County positions ensuring that all personnel/payroll information is up-to-date and accurate. Determines appropriate pension codes, union dues and accruals based on individual and union. Calculates and/or verifies rates for individuals working temporarily out of class.
3. Processes leave time accruals and payroll deductions, deferred compensation, Section 125, union dues, United Way, and various other deductions.
4. Assists with maintaining County-wide sick leave donation bank. Processes sick leave donations and coordinates activity with department timekeepers each pay period.
5. Utilizes computer systems and personnel files to retrieve employment data and disseminates information as appropriate in accordance with established procedures.
6. Assists with performing retroactive pay calculations and overpayment calculations for repayment agreements with employees. Conducts internal audits to calculate payments and/or overpayments, as required.
7. Researches and prepares payroll reports for review and analysis of historical information. Reviews internal reports for accuracy, identifies discrepancies and corrects inaccuracies.
8. Reviews leave benefit payout calculations prepared by Financial Services bases on knowledge for collective bargaining agreements of the employee's history and other data as required.
9. May process accounts payable and receivable for the Department

10. Ability to meet deadlines in a timely manner, change focus on projects as needed and multitask.
11. Dependable and regular attendance required.
12. Ability to handle stressful situations on an occasional basis.
13. Ability to maintain excellent customer service during stressful situations.

**Other Functions**

- Performs other duties as assigned.
- Must adhere to departmental standards in regard to confidentiality 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 employee may be expected to perform.)*

**Employment Qualifications**

**Education:** Associate's degree in Business Administration, Human Resources, Computer Information Systems, or related areas.

**Experience:** One year of experience in HRIS or closely related setting. Previous work experience in Human Resources preferred. Experience with MUNIS preferred.

**Other Requirements:** Access to reliable transportation, occasional travel required. Extensive Word product software knowledge is preferred.

*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.*

**Working Conditions:**

1. This position works in an indoor environment. There is no planned exposure to prominent lights, noises, odors, temperatures, or weather conditions.
2. This position is required to travel for meetings and appointments.

**Physical Requirements:**

- This position requires the ability to sit, stand, walk, traverse, climb, balance, twist, bend, stoop/crouch, squat, kneel, crawl, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands, or fingers.

- This position's physical requirements require periodic stamina in standing, walking, traversing, climbing, balancing, stooping/crouching, squatting, kneeling, crawling, and pinching.
- This position's physical requirements require regular stamina in twisting, bending, lifting, carrying, pushing, pulling, reaching, grasping, and handling.
- This position's physical requirements require continuous stamina in sitting, typing, and enduring repetitive movements of the wrists, hands, or fingers.
- This position performs sedentary work requiring a negligible amount of effort in the physical requirements above.
- This position primarily requires close visual acuity to perform tasks within arm's reach such as: viewing a computer screen, using measurement devices, inspecting, and assembling parts, etc.
- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.

*(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.)*

**February 7, 2024**  
**MC 6**

**2024 Rates**  
**Benefits**  
**Administrator**  
**MC 7**

			<b>Step 1</b>	<b>Step 5</b>	
	0	704000	Salary	55,637.00	66,802.00
8951	714000	Unemployment	278.19	334.01	
1000	715000	FICA	4,256.23	5,110.35	
8841	715050	Liability	766.73	920.60	
2720	716020	Health	21,279.00	21,279.00	
8952	716035	Health Surcharge	3,585.00	3,585.00	
8955	716040	Health Insurance Trust	2,503.67	3,006.09	
2700	716100	Dental	936.00	936.00	
2710	716200	Vision	135.00	135.00	
8953	716450	Separation	1,112.74	1,336.04	
8986	717000	Life	149.82	149.82	
8941	717100	Disability	72.33	86.84	
7291	718000	Retirement	16,184.80	19,432.70	
7391	718500	Retirement	1,390.93	1,670.05	
8810	722000	Workers Comp	22.25	26.72	
			108,309.69	124,810.23	

**Benefits**  
**Administrator**  
**MC 8**

			<b>Step 1</b>	<b>Step 5</b>	
	0	704000	Salary	60,885.00	73,103.00
8951	714000	Unemployment	304.43	365.52	
1000	715000	FICA	4,657.70	5,592.38	
8841	715050	Liability	839.06	1,007.43	
2720	716020	Health	21,279.00	21,279.00	
8952	716035	Health Surcharge	3,585.00	3,585.00	
8955	716040	Health Insurance Trust	2,739.83	3,289.64	
2700	716100	Dental	936.00	936.00	
2710	716200	Vision	135.00	135.00	
8953	716450	Separation	1,217.70	1,462.06	
8986	717000	Life	149.82	149.82	
8941	717100	Disability	79.15	95.03	
7291	718000	Retirement	17,711.45	21,265.66	
7391	718500	Retirement	1,522.13	1,827.58	
8810	722000	Workers Comp	24.35	29.24	
			116,065.60	134,122.35	

**HR Data**  
**Analyst MC 9**

			<b>Step 1</b>	<b>Step 5</b>	
	0	704000	Salary	66,409.00	79,734.00

**2024 Rates****Human Resource Director  
MC 14**

			<b>Step 1</b>	<b>Step 5</b>
	0 704000	Salary	97,058.00	116,531.00
8951	714000	Unemployment	485.29	582.66
1000	715000	FICA	7,424.94	8,914.62
8841	715050	Liability	1,337.56	1,605.91
2720	716020	Health	21,279.00	21,279.00
8952	716035	Health Surcharge	3,585.00	3,585.00
8955	716040	Health Insurance Trust	4,367.61	5,243.90
2700	716100	Dental	936.00	936.00
2710	716200	Vision	135.00	135.00
8953	716450	Separation	1,941.16	2,330.62
8986	717000	Life	149.82	149.82
8941	717100	Disability	126.18	151.49
7291	718000	Retirement	28,234.17	33,898.87
7391	718500	Retirement	2,426.45	2,913.28
8810	722000	Workers Comp	38.82	46.61
			169,524.99	198,303.77

**Chief Human Resources  
Officer MC 15**

			<b>Step 1</b>	<b>Step 5</b>
	0 704000	Salary	104,930.00	125,986.00
8951	714000	Unemployment	524.65	629.93
1000	715000	FICA	8,027.15	9,637.93
8841	715050	Liability	1,446.04	1,736.21
2720	716020	Health	21,279.00	21,279.00
8952	716035	Health Surcharge	3,585.00	3,585.00
8955	716040	Health Insurance Trust	4,721.85	5,669.37
2700	716100	Dental	936.00	936.00
2710	716200	Vision	135.00	135.00
8953	716450	Separation	2,098.60	2,519.72
8986	717000	Life	149.82	149.82
8941	717100	Disability	136.41	163.78
7291	718000	Retirement	30,524.14	36,649.33
7391	718500	Retirement	2,623.25	3,149.65
8810	722000	Workers Comp	41.97	50.39
			181,158.87	212,277.14

**Deputy Human Resources  
Director MC 13**

			<b>Step 1</b>	<b>Step 5</b>
	0 704000	Salary	90,086.00	108,160.00
8951	714000	Unemployment	450.43	540.80
1000	715000	FICA	6,891.58	8,274.24
8841	715050	Liability	1,241.48	1,490.55
2720	716020	Health	21,279.00	21,279.00
8952	716035	Health Surcharge	3,585.00	3,585.00
8955	716040	Health Insurance Trust	4,053.87	4,867.20
2700	716100	Dental	936.00	936.00
2710	716200	Vision	135.00	135.00
8953	716450	Separation	1,801.72	2,163.20
8986	717000	Life	149.82	149.82
8941	717100	Disability	117.11	140.61
7291	718000	Retirement	26,206.02	31,463.74
7391	718500	Retirement	2,252.15	2,704.00
8810	722000	Workers Comp	36.03	43.26
			159,221.21	185,932.43

**Recruiter MC 8**

			<b>Step 1</b>	<b>Step 5</b>
	0 704000	Salary	60,885.00	73,103.00
8951	714000	Unemployment	304.43	365.52

1000	715000	FICA	4,657.70	5,592.38
8841	715050	Liability	839.06	1,007.43
2720	716020	Health	21,279.00	21,279.00
8952	716035	Health Surcharge	3,585.00	3,585.00
8955	716040	Health Insurance Trust	2,739.83	3,289.64
2700	716100	Dental	936.00	936.00
2710	716200	Vision	135.00	135.00
8953	716450	Separation	1,217.70	1,462.06
8986	717000	Life	149.82	149.82
8941	717100	Disability	79.15	95.03
7291	718000	Retirement	17,711.45	21,265.66
7391	718500	Retirement	1,522.13	1,827.58
8810	722000	Workers Comp	24.35	29.24
			116,065.60	134,122.35

**Employee Data Assistant  
MC 6**

			<b>Step 1</b>	<b>Step 5</b>
0	704000	Salary	51,367.00	61,672.00
8951	714000	Unemployment	256.84	308.36
1000	715000	FICA	3,929.58	4,717.91
8841	715050	Liability	707.89	849.90
2720	716020	Health	21,279.00	21,279.00
8952	716035	Health Surcharge	3,585.00	3,585.00
8955	716040	Health Insurance Trust	2,311.52	2,775.24
2700	716100	Dental	936.00	936.00
2710	716200	Vision	135.00	135.00
8953	716450	Separation	1,027.34	1,233.44
8986	717000	Life	149.82	149.82
8941	717100	Disability	66.78	80.17
7291	718000	Retirement	14,942.66	17,940.38
7391	718500	Retirement	1,284.18	1,541.80
8810	722000	Workers Comp	20.55	24.67
			101,999.13	117,228.70

## 2024 Rates

### Employee Data Analyst MC 8

			<b>Step 1</b>	<b>Step 5</b>
	0 704000	Salary	60,885.00	73,103.00
8951	714000	Unemployment	304.43	365.52
1000	715000	FICA	4,657.70	5,592.38
8841	715050	Liability	839.06	1,007.43
2720	716020	Health	21,279.00	21,279.00
8952	716035	Health Surcharge	3,585.00	3,585.00
8955	716040	Health Insurance Trust	2,739.83	3,289.64
2700	716100	Dental	936.00	936.00
2710	716200	Vision	135.00	135.00
8953	716450	Separation	1,217.70	1,462.06
8986	717000	Life	149.82	149.82
8941	717100	Disability	79.15	95.03
7291	718000	Retirement	17,711.45	21,265.66
7391	718500	Retirement	1,522.13	1,827.58
8810	722000	Workers Comp	24.35	29.24
			116,065.60	134,122.35