

CHAIRPERSON
DALE COPELGE

VICE-CHAIRPERSON
VICTOR CELENTINO

VICE-CHAIRPERSON PRO-TEM
VINCE DRAGONETTI

FINANCE COMMITTEE
MARK GREBNER, CHAIR
BRIAN McGRAIN
DEB NOLAN
REBECCA BAHAR-COOK
TODD TENNIS
STEVE DOUGAN

INGHAM COUNTY BOARD OF COMMISSIONERS

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

THE FINANCE COMMITTEE WILL MEET ON MONDAY, NOVEMBER 26, 2012 AT 6:00 P.M., IN THE PERSONNEL CONFERENCE ROOM (D & E), HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING.

NOTE CHANGE IN DATE AND TIME

Agenda

Call to Order

Approval of the [November 7, 2012 Minutes](#)

Additions to the Agenda

Limited Public Comment

1. Equalization/Tax Mapping - Resolution to Amend the 2012 Apportionment Report and the 2013 [Appropriations](#) Resolution (*Report to be Distributed at the Meeting*)
2. Law and Order Fund for Technology Group (LOFT) - Resolution to Authorize Three Year Contracts for [Westlaw](#) Electronic Law Library Access for Various Ingham County Departments, Offices and Courts
3. Probate Court - Resolution to Approve Contracts for [Guardian Ad Litem Services](#) in the Probate Court
4. Circuit Court/Family Division - Resolution Authorizing Entering into a Contract with the Ingham Intermediate School District for [Educational Services](#) at the Ingham Academy
5. Health Department
 - a. Resolution to Authorize an Agreement with the Michigan Public Health Institute ([MPHI](#)) to Implement the Michigan Pathways to Better Health Grant
 - b. Resolution to Enter into a Michigan Groundwater Stewardship Program ([MGSP](#)) Clean Sweep Program Agreement with the Michigan Department of Agriculture
6. Farmland and Open Space Preservation Board
 - a. Resolution Approving Proceeding to [Close](#) on the Open Space Conservation Easement Deed for the Kirk Melhaff and Wendy Villareal Property
 - b. Resolution Approving the [Model](#) Open Space Permanent Conservation Easement Deed as the Mechanism to Enforce and Restrict Ingham County Open Space Properties

7. Facilities
 - a. Resolution Authorizing an Amendment to Resolution #10-353 with GAV Associates to Provide Architectural & Engineering Services for Renovations to the Ingham County [Family Center](#)
 - b. Resolution Authorizing an Amendment to Resolution #12-150 with GAV Associates, Inc. to Write Up Preliminary Construction Documents for Alterations and Renovations at [Willow Health Center](#)
8. Management Information Services - Resolution to Authorize the Purchase of a Full Security Suite for the County IT Network from [Sophos](#)
9. Department of Transportation and Road
 - a. Resolution to Approve Proposed Ingham County [Road and Bridge Projects](#) for Submission to Tri-County Regional Planning Commission to be Considered for Inclusion in the 2014 – 2017 Tri-County Regional Transportation Improvement Plan
 - b. Resolution to Approve a Second Party Agreement with [MDOT](#) and a Third Party Agreement with the City of Lansing for the Ingham County Department of Transportation and Roads in Relation to a Federally Funded Safety Project at the Intersection of Willoughby Road & Cedar Street, City of Lansing and Willoughby Road & Aurelius Road, Delhi Township
10. Parks Department
 - a. Resolution Authorizing a Contract with Oak Construction Corporation for [Roof Replacement](#) on the Lake Lansing Boat Launch Restroom
 - b. Resolution Entering into a Lease Agreement with the Michigan Department of Natural Resources for use of the Bunker Road Landing as a [Canoe Launch](#)
11. Board of Commissioners - Resolution Authorizing [Commissioner Compensation](#) for 2013 and 2014

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.

FINANCE COMMITTEE
November 7, 2012
Minutes

Members Present: Mark Grebner, Brian McGrain, Rebecca Bahar-Cook, Todd Tennis, and Steve Dougan

Members Absent: Deb Nolan

Others Present: Board Chairperson Copedge, Teri Morton, Travis Parsons, Rick Terrill, Sandy Gower, Willis Bennett, and others

The meeting was called to order by Chairperson Grebner at 6:02 p.m. in the Personnel Conference Room "D & E" of the Human Services Building, 5303 S. Cedar Street, Lansing.

Approval of the October 17, 2012 Minutes

The October 17, 2012 Minutes were amended as follows:

Page 3, Item 2a, Last sentence change, "investment" to "purchase":

Comm. Dougan suggested that this insurance is promoted and encouraged because it is a better ~~investment~~ purchase than what an individual could obtain outside of the County.

Additions to the Agenda

2. Substitute – Community Agencies – Resolution Authorizing 2013 Agreements for Community Agencies.

- 5b. Additional Information - Human Resources - Resolution Authorizing the Establishment of a MERS Hybrid Plan for Newly Hired Michigan Association of Police Employees (*MERS Resolutions to be Distributed at Meeting*)

9. Additional Information - Board of Commissioners - Resolution Approving the Establishment of a Property Assessed Clean Energy Program: Handout- Lean & Green Michigan, Ingham County, Michigan, Proposed Pace Program, September 7, 2012

Limited Public Comment

None.

MOVED BY COMM. DOUGAN, SUPPORTED BY COMM. BAHAR-COOK, TO APPROVE A CONSENT AGENDA FOR THE FOLLOWING ITEMS:

1. Sheriff's Office - Resolution Requests Permission for the Ingham County Sheriff's Office to Accept the FY 2012 SCAAP Grant

3. Human Services Committee - Resolution to Authorize a Cooperative Cash Match Agreement with the Michigan Department of Human Services - Michigan Rehabilitation Services

4. Health Department
 - a. Resolution to Authorize an Amendment to the Lease Agreement for the Willow Health Center
 - b. Resolution to Authorize a 2012-2013 Agreement with the City of Lansing
5. Human Resources
 - a. Resolution Approving a Collective Bargaining Agreement with the Michigan Association of Police
 - b. Resolution Authorizing the Establishment of a MERS Hybrid Plan for Newly Hired Michigan Association of Police Employees (*MERS Resolutions to be Distributed at Meeting*)
6. Facilities - Resolution Awarding a Contract to Len's Carpet Care & Consultants to Provide Carpet Cleaning Services to Various County Facilities
7. Zoo - Resolution Authorizing an Amendment to the Agreement with the City of Lansing for the Lease and Operations of the Potter Park Zoo
8. Parks Department
 - a. Resolution Approving Amended User Fees for the Hawk Island Snow Park
 - b. Resolution Approving Amendment #5 to the Hawk Island Tubing Hill Project Agreement
10. Controller/Administrator's Office - Resolution to Extend a Policy On Cost Increases for Service Related Contracts in Ingham County

MOTION CARRIED UNANIMOUSLY. Absent: Comm. Nolan

MOVED BY COMM. DOUGAN, SUPPORTED BY COMM. BAHAR-COOK, TO APPROVE THE ITEMS ON THE CONSENT AGENDA.

MOTION CARRIED UNANIMOUSLY. Absent: Comm. Nolan

2. Community Agencies - Resolution Authorizing 2013 Agreements for Community Agencies

MOVED BY COMM. MCGRAIN, SUPPORTED BY COMM. TENNIS, TO APPROVE THE RESOLUTION AUTHORIZING 2013 AGREEMENTS FOR COMMUNITY AGENCIES.

DISCLOSURES:

Comm. Bahar-Cook disclosed that the Greater Lansing Food Bank is a client.

Comm. McGrain disclosed that he and Peggy Vaughn-Payne are on the same Board of Directors where he works.

Comm. Tennis disclosed that the firm he works for has a contractual relationship with the State Alliance of Michigan-YMCA.

MOTION CARRIED UNANIMOUSLY. Absent: Comm. Nolan

9. Board of Commissioners - Resolution Approving the Establishment of a Property Assessed Clean Energy Program

MOVED BY COMM. MCGRAIN, SUPPORTED BY COMM. TENNIS, TO APPROVE THE RESOLUTION APPROVING THE ESTABLISHMENT OF A PROPERTY ASSESSED CLEAN ENERGY PROGRAM.

Handout: Lean & Green Michigan, Ingham County, Michigan, Proposed Pace Program, September 7, 2012.

Ms. Morton stated that the Controller has recommended changing the maximum aggregate annual dollar amount from \$10,000,000 to \$1.00 for both fiscal years 2012 and 2013. This is referenced in the handout which is identified in the resolution. Ms. Morton noted that this could be amended at anytime through a resolution.

Chairperson Grebner asked if public hearings are required to change the maximum aggregate dollar amount. Ms. Gower answered no; explaining changes are made only through resolution. She noted that the program will typically be financed by private funding; however, in the future the County could provide financing and it is the law that the annual aggregate is reflected in the plan. Comm. Grebner asked if it is correct that the annual aggregate does not have to be identified in advance of a project. Ms. Gower stated that is correct.

Ms. Gower stated that Mr. Levin may want to keep the \$10,000,000 in the plan and will argue that this is done through ordinance; however, it is done through resolution. The Committee discussed the difference between ordinances and regulation.

Comm. McGrain informed the Committee that the EDC held a meeting to review and discuss the plan with Mr. Schertzing and Mr. Levin. He stated that the members of the EDC are comfortable moving the plan forward with the expectation of using private funding sources.

MOTION TO APPROVE THE RESOLUTION, INCLUDING THE CONTROLLER'S RECOMMENDATION, CARRIED UNANIMOUSLY. Absent: Comm. Nolan

Announcements

Comm. Dougan expressed his concern that new employees and newly elected officials are made aware of the hybrid plans. Ms. Morton informed him of the orientations for both new employees and elected officials.

Comm. McGrain requested moving the November 21, 2012 meeting to November 26, 2012 at 6:00 pm. The committee agreed to do so and noting the change will need to be posted.

Chairperson Grebner informed the Committee that he will be discussing the ethics policy at the County Services Meeting including offering to rewrite the ethics policy with a small group. Comm. McGrain suggested a reemphasis on employee relationships. Comm. Dougan suggested that elected officials are current with their taxes giving the example of Lansing Charter Township's provision.

Ms. Morton informed the Committee that there will be an amendment to the apportionment report including a levy; therefore, the Committee can expect a resolution at the next meeting.

Public Comment

None.

The meeting adjourned at approximately 6:17 p.m.

Respectfully submitted,

Julie Buckmaster

**NOVEMBER 26, 2012 FINANCE AGENDA
STAFF REVIEW SUMMARY**

RESOLUTION ACTION ITEMS:

The Controller's Office is recommending approval of the following resolutions:

1. Equalization/Tax Mapping – *Resolution to Amend the 2012 Apportionment Report and the 2013 Appropriations Resolution*

Amendments to the 2012 Apportionment Report and the 2013 Appropriations Resolution are necessary due to the passage of the Health Care Services millage at the November 6 election. This resolution will authorize the necessary changes to both in order to levy the new voter approved millage for the 2012 Tax Year/2013 Budget Year.

2. Law and Order Fund for Technology Group (LOFT) – *Resolution to Authorize Three Year Contracts for Westlaw Electronic Law Library Access for Various Ingham County Departments, Offices and Courts*

This resolution will authorize three year renewals for Westlaw/CLEAR products that provide on line legal research and allows departments to locate individuals for the purposes of Child Support Enforcement and/or Collections. The products are used by the Ingham County Courts, the Prosecutor's Office and the Jail.

The LOFT group collectively looked at possible vendors to provide this service to determine the most cost effective and efficient way to obtain the service with balancing the needs of each individual department. After a review, the LOFT committee agreed that Westlaw provided the best service for on line research and CLEAR (a product offered by Westlaw) provided the best service for Child Support Enforcement and/or Collections.

Normally the contracts increase by 5% each year for online research but because we are proposing a three year contract renewal for online research, the increase is 1% the second year and 3% the third year. For the CLEAR access, the increase would be 7% annually as opposed to the three year renewal providing a 5% annual increase each year.

Funds for these contracts are anticipated and within the 2013 budgets. (See attached memo for details.)

3. Probate Court – *Resolution to Approve Contracts for Guardian Ad Litem Services in the Probate Court*

This resolution will authorize two Probate Court investigation and guardian ad litem contracts in guardianship, conservatorship, and other matters for the 2013 fiscal year from the existing Probate Court budget as follows:

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

Since FY 2012, two-thirds of all GAL appointments have been handled through contracts with the two attorneys as noted. (Total compensation was \$48,000.)

With the recent loss of an investigator position, who was providing the other one-third of GAL appointments, the Board of Commissioners approved sufficient funds to cover the cost of a contract covering all GAL appointments. (See attached memo for details.)

4. Circuit Court/Family Division – Resolution Authorizing Entering into a Contract with the Ingham Intermediate School District for Educational Services at the Ingham Academy

This resolution will authorize the 30th Circuit Court Family Division to renew their contract with the Ingham Intermediate School District to provide the educational services at the Ingham Academy for the fiscal year of October 1, 2012 through September 30, 2013. The cost of the contract is \$434,932 and funds are within the 2012/13 budget. The cost increase of \$33,877 over the 2012 Budget is due to the decrease in state revenue projected due to the number of youth admitted to the Academy. (See attached memo for details.)

5a. Health Department – Resolution to Authorize an Agreement with the Michigan Public Health Institute (MPHI) to Implement the Michigan Pathways to Better Health Grant

This resolution authorizes an agreement with the Michigan Public Health Institute (MPHI) to implement the Michigan Pathways to Better Health grant (MPBH) in Ingham County and surrounding areas. This is a three-year Healthcare Innovation grant funded by the United States Department of Health and Human Services (HHS), Centers for Medicaid and Medicare (CMS).

The goals of the program are: 1) to improve outcomes and quality indicators in management of chronic diseases and conditions (obesity, diabetes, asthma, cardiovascular disease, cancer, arthritis, etc.) for clients assisted by the CHWs. 2) Decrease unnecessary hospitalizations and ER visits for the identified at-risk persons who are Medicaid or Medicare beneficiaries, thereby decreasing the cost of their care. 3) Improve the utilization of CHWs by healthcare providers and healthcare teams to sustain this cost-effective approach to healthcare quality improvement.

MPBH will work with Michigan insurers and payers to implement payment models to sustain and expand the program. The aim of the MPBH project is to reduce by 2% over a one year period the healthcare costs of 522 adult Medicaid and/or Medicare beneficiaries with two or more chronic conditions living in Ingham County, through improved coordination of health and human services.

MPBH goals are to 1) improve by 5% over one year MPBH enrollees' health indicators for chronic conditions through Community HUB and Community Health Worker (CHW) coordination of health and human services; 2) improve by 5% over one year MPBH enrollees' healthcare costs through Community HUB and CHW care coordination, reducing ambulatory-care-sensitive hospitalizations and Emergency Department visits.

This resolution authorizes the following:

1. A contract with MPHI and the Ingham County Health Department in the amount of \$590,679 for the proposed grant period of October 1, 2012 through June 30, 2013.
2. Subcontracts with the following seven agencies in the amount of up to \$32,000 each to recruit and hire a Community Health Worker:
 - Allen Neighborhood Center
 - South Side Community Coalition
 - North West Initiative
 - Tri-County Office on Aging
 - Volunteers of America
 - Lansing Latino Health Alliance
 - Capital Area and Community Services

3. Creation of the following temporary positions:

Lead Social Worker to serve as a Clinical Supervisor and Master-Trainer (ICEA/PRO8) - 1.0 FTE

Public Health Nurse to Serve as Clinical Supervisor and Master-Trainer (ICEA/PHN3) – 1.0 FTE (This will be filled by an existing PHN within the Health Department.)

Community Outreach Worker (UAW D) – 3.0 FTE

Health Analyst (ICEA/PRO8) – 1.0

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

5. The Health Department will contract with the Ingham Health Plan Corporation in the amount of up to \$50,000 for referral services, outreach, project management and data analysis.

5b. *Health Department – Resolution to Enter into a Michigan Groundwater Stewardship Program (MGSP) Clean Sweep Program Agreement with the Michigan Department of Agriculture*

The Michigan Department of Agriculture has agreed to pay Ingham County up to \$15,000 in a continuing agreement with the Michigan Groundwater Stewardship Program (MGSP) Clean Sweep Program Agreement with the Michigan Department of Agriculture. This agreement allows Ingham County Health Department to collect pesticides from any end-user of pesticides who resides in the state. The term of the agreement is October 1, 2012 through September 30, 2013.

6a. *Farmland and Open Space Preservation Board – Resolution Approving Proceeding to Close on the Open Space Conservation Easement Deed for the Kirk Melhaff and Wendy Villareal Property*

This resolution approves closing on the Farmland and Open Space Preservation Board's first Open Space Conservation Easement. The purchase price of the Mehlhaff/Villareal Property is \$54,000.00 which recognizes a 10% reduction from the appraised value. The Property is 76.9 acres with more than 1200 feet of frontage along the Grand River. The property is rich in habitat areas and has excellent diversity.

6b. *Farmland and Open Space Preservation Board – Resolution Approving the Model Open Space Permanent Conservation Easement Deed as the Mechanism to Enforce and Restrict Ingham County Open Space Properties*

This resolution approves the Farmland and Open Space Preservation Board to use the Model Open Space Permanent Conservation Easement Deed as the mechanism to enforce and restrict open space properties in Ingham County. The Farmland and Open Space Preservation Board has been working on the language for the easement for over a year now. They approved a final version at their August 2012 meeting. This resolution would allow the Farmland and Open Space Preservation Board to use this Conservation Easement language for all open space properties selected for funding by the program.

7a. *Facilities – Resolution Authorizing an Amendment to Resolution #10-353 with GAV Associates to Provide Architectural & Engineering Services for Renovations to the Ingham County Family Center*

The resolution amends Resolution #10-353 which approved a contract with GAV Associates, Inc., to renovate the current unused space at the Ingham County Family Center to meet the short and long term needs of the public. After the original design was submitted, it has been found that several changes are required to complete the project successfully. Therefore, \$4,860.00 in additional funds are needed for the additional hours that are required to provide architectural and engineering services for this change in the scope of work. Funding for this project is available in the Juvenile Justice Millage line item 264-66400-818000.

7b. *Facilities – Resolution Authorizing an Amendment to Resolution #12-150 with GAV Associates Inc. to Write up Preliminary Construction Documents for Alteration and Renovations at Willow Health Center*

The resolution amends Resolution #12-150 which approved a contract with GAV Associates, Inc., to write up preliminary construction documents for alterations and renovations at Willow Health Center. After the original documents were submitted, there was a reduction in the original budget amount that required a complete re-design of the construction documents resulting in a need for \$4,900.00 in additional funds. Funding for the re-design is available in line item 511-61553-818000-02005.

8. *Management Information Services – Resolution to Authorize the Purchase of a Full Security Suite for the County IT Network from SOPHOS*

The resolution authorizes a \$55,404 contract, beginning on December 1, 2012 and ending on July 31, 2017, with SOPHOS. The contract bundles our security suite software currently provided by 4 different vendors. The security suite includes mobile device management, web filtering, antivirus, e-mail filtering, and disk encryption. Bundling this security suite software will save the county ten of thousands of dollars over the 57 month period of the contract.

9a. *Department of Transportation and Roads – Resolution to Approve Proposed Ingham County Road and Bridge Projects for Submission to Tri-County Regional Planning Commission (TCRPC) to be Considered for Inclusion in the 2014-2017 Tri-County Regional Transportation Improvement Plan (TIP)*

In December, 2012, TCRPC will issue a call for projects that individual member agencies propose for inclusion in the 2014-17 TIP to receive federal funding. As the Road Commission Board previously reviewed and approved Ingham County road projects to be submitted for inclusion in the TIP, the Board of Commissioners is now requested to do the same. As provided in resolution 12-187, the County Road Advisory Board was convened for its first meeting on October 17, 2012, to, among other purposes, advise the Board of Commissioners on projects to be submitted for federal funding.

Road Department staff started this process by recommending projects for consideration based on our road system needs, pavement condition ratings, and traffic volumes in both the urban and rural areas. Surface Transportation Program Safety and High Risk Rural Projects are recommended based on program selection criteria that look to correct locations having high accident rates. The Advisory Board discussed the staff recommendations and requested several changes as indicated in note #5 on the attached list. The list of projects resulting from both staff and Advisory Board recommendations is attached. The attached list includes projects in the current TIP for 2013 and 2014, and projects proposed for 2015 through 2017.

9b. *Department of Transportation and Roads – Resolution to Approve a Second Party Agreement with MDOT and a Third Party Agreement with the City of Lansing for the Ingham County Department of Transportation & Roads in Relation to a Federally Funded Safety Project at the Intersection of Willoughby and Cedar Street, City of Lansing and Willoughby Road & Aurelius Road, Delhi Township*

The Ingham County Department of Transportation and Roads received federal STP Safety funding to reconstruct the intersection of Willoughby Road and Aurelius Road and install a new traffic signal. The funding was to be combined with other funds that were allocated to reconstruct Willoughby Road from Washington Road to east of Aurelius Road. The funding level was such that we approached the city with the idea of improving the intersection of Willoughby Road and Cedar Street with our excess STP Safety funds. The City of Lansing accepted our offer and we are to the point where the funds have been obligated for construction and contracts can be executed. The scope of work at Willoughby Road and Cedar Street isn't extensive or costly (less than \$16,000), but the pedestrian signal enhancements will complete the Willoughby Road corridor from Washington Road to east of Aurelius Road.

10a. Parks Department – Resolution Authorizing a Contract with Oak Construction Corporation for Roof Replacement on the Lake Lansing Boat Launch Restroom

The Parks Department owns and maintains the buildings at Lake Lansing Parks and has a roof replacement plan in place to ensure routine replacement of building roofs. Bids were solicited and evaluated by the Purchasing Department, and it is their recommendation, with the concurrence of Parks Department staff, to award the contract to Century Construction of Flushing, Michigan. This resolution authorizes a contract with Oak Construction Corporation for the replacement of the roof on the restroom at the Lake Lansing Boat Launch in amount not to exceed \$5,490. However, if roof sheathing replacement is also necessary this expense would also be authorized at a cost of \$8.00 per square foot.

10b. Parks Department – Resolution Entering into a Lease Agreement with the Michigan Department of Natural Resources for use of the Bunker Road Landing as a Canoe Launch

This resolution authorizes entering into a 25 year Lease Agreement with the Michigan Department of Natural Resources for the use of the property known as Bunker Road Landing. On August 22nd, 1984 the Board of Ingham County Park Trustees entered into a Lease Agreement with the Michigan Department of Natural Resources for the property now known as Bunker Road Landing. This property is currently being used as a canoe launch for the Burchfield Canoe/Kayak Trip program and is an integral and important part of that revenue generating program.

Upon a Michigan Department of Natural Resources review it was discovered the lease agreement had expired on May 1, 1994. The Michigan Department of Natural Resources desires a new Lease Agreement be executed for a term of 25 years ending on October 31, 2037.

OTHER ACTION ITEMS:

11. Board of Commissioners – Resolution Authorizing Commissioner Compensation for 2013 and 2014

Agenda Item 1

To: Finance Committee

From: Douglas A. Stover, Director
Ingham County Equalization/Tax Mapping

Date: November 7, 2012

Subject: 2012 Ingham County Amended Apportionment Report

The Board of Commissioners approved the 2012 Apportionment Report at its meeting on October 9, 2012, Resolution #12-327.

Election results make it necessary to amend the Apportionment Report. The Apportionment Report as amended will be distributed to the Finance Committee prior to the meeting on Wednesday, November 21, 2012.

Please feel free to contact me with any questions.

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the following tax levies are hereby authorized for the 2012 tax year/2013 budget year for a total county levy of 10.1863 mills, including authorized levies for General Fund operations, special purpose, and Airport Authority millage:

2012/13 Millage Summary

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

Agenda Item 2

MEMO: Law Enforcement, Judiciary and Finance Committees

FROM: Lisa McCormick, Chief Assistant Prosecutor and Chairperson of LOFT

RE: Westlaw – On line research for Probate, Circuit, Friend of the Court, 55th District Court, Ingham County Prosecutor’s Office, Ingham County Sheriff’s Office

DATE: October 12, 2012

The Ingham County Courts, the Prosecutor’s Office and the Jail uses on line legal research and a product that allows departments to locate individuals for the purposes of Child Support Enforcement and/or Collections. The LOFT group collectively looked at possible vendors to provide this service to determine the most cost effective and efficient way to obtain the service with balancing the needs of each individual department. After a review, the LOFT committee agreed that Westlaw provided the best service for on line research and CLEAR (A product offered by Westlaw) provided the best service for Child Support Enforcement and/or Collections.

The County has previously entered into three year contracts with Westlaw/CLEAR because the pricing saves the county money over the three year period. Normally the contracts increase by 5 % each year for online research but because we are proposing a three year contract for online research, the increase is 1 % the second year and 3 % the third year. For the CLEAR access, the increase would be 7 percent each year as opposed to 5 % each year.

The annual costs are summarized as follows:

2013 - \$ 37,417.20 to be paid from LOFT
2014 - \$ 38,027.12 to be paid from LOFT
2015 - \$ 39,295.13 to be paid from LOFT

For Friend of the Court and Ingham County Prosecutor’s Office Family Support Division

2013 – \$ 5336.40 to be paid through the Title IV-D Cooperative Reimbursement Program Contract with State of Michigan
2014 – \$ 5603.16 to be paid through the Title IV-D Cooperative Reimbursement Program Contract with State of Michigan
2015 - \$ 5883.24 to be paid through the Title IV-D Cooperative Reimbursement Program Contract with State of Michigan

All the departments are asking that LOFT pay for the service which has been done in the past with the exception of Ingham County Friend of the Court and Prosecutor’s Family Support Unit which would be billed to the Title IV-D Cooperative Reimbursement Program Contract with State of Michigan.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

Annual Costs: 2013 - \$ 37,417.20 to be paid from LOFT
 2014 - \$ 38,027.12 to be paid from LOFT
 2015 - \$ 39,295.13 to be paid from LOFT

Annual Costs: 2013 – \$ 5336.40 to be paid through the Title IV-D Cooperative Reimbursement Program
Contract with State of Michigan
2014 – \$ 5603.16 to be paid through the Title IV-D Cooperative Reimbursement Program
Contract with State of Michigan
2015 - \$ 5883.24 to be paid through the Title IV-D Cooperative Reimbursement Program
Contract with State of Michigan

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

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

Agenda Item 3

TO: Judiciary and Finance Committees

FROM: George M. Strander
 Probate Court Administrator & Probate Register

DATE: Nov. 8, 2012

RE: 2013 Probate Court Guardian ad Litem Contract

As a budgetary savings, the Probate Court has provided required guardian ad litem (GAL) services in guardianship and conservatorship cases through contract for over a year. During the 2012 FY, two-thirds of all GAL appointments have been handled through contract with two attorneys, Robert Refior and Elias Kafantaris. [Total compensation was \$48,000.]

With the recent loss of the investigator who was providing the other one-third of GAL appointments, the Board of Commissioners approved for the 2013 GF budget sufficient funds to cover the cost of a contract covering all GAL appointments. [Total compensation will be \$72,000.]

I recommend approval of the attached is a resolution approving these contracts.

Introduced by the Judiciary and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

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

Memo

To: Judiciary/Finance Committees

From: Maureen Winslow, Deputy Court Administrator

Date: November 8, 2012

Re: **Ingham Intermediate School District Contract**

The Resolution presented with this memo requests the authorization to enter into a contract with the Ingham Intermediate School District for educational services at the Ingham Academy. The Ingham Academy is a program within the Circuit Court's Family Division which provides delinquent youth school credits towards a high school diploma as well as day treatment programming.

Ingham County's 2013 Budget includes the funding for this contract but because it is more than a 1% increase (8%) over last year's amount, this resolution must be presented and approved, according to County policy.

The budget for these services increased by \$33,877 over last year due to a decrease in the amount of state revenue for per pupil reimbursement. The ability to have 100% attendance during the official count time was not realized in past years, therefore the adjustment needed to be made. Further, limiting the amount of students in each classroom enhances the quality of education provided.

The Family Division was able to shift money from other line items that also were funded by Juvenile Justice Millage Dollars/Child Care Fund and therefore, did not have to ask for new money in the 2013 Budget for this purpose.

Introduced by the Judiciary and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

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

MEMORANDUM

TO: Human Services Committee
County Services Committee
Finance Committee

FROM: Renee B. Canady, Ph.D., Health Officer

DATE: November 7, 2012

RE: Recommendation to Authorize an Agreement with the Michigan Public Health Institute (MPHI) for the Michigan Pathways to Better Health Grant

This is a recommendation to authorize an agreement with the Michigan Public Health Institute (MPHI) to implement the Michigan Pathways to Better Health grant (MPBH) in Ingham County and surrounding areas. This is a three-year Healthcare Innovation grant funded by the United States Department of Health and Human Services (HHS), Centers for Medicaid and Medicare (CMS).

In 2004 the U.S. spent more on health care than any other country in the world as a percentage of gross domestic product (15.2% in 2004) and Michigan spent 13.5% of its gross state product (GSP) on personal health care in the same year. Current rate of growth in health care spending is unsustainable and ultimately damaging to our economy and the health system.

The Michigan Public Health Institute (MPHI), in collaboration with State and community agencies, received a grant from the federal Centers for Medicare and Medicaid Services (CMS) to implement an innovative program in three counties (Ingham, Muskegon, and Saginaw). The *Michigan Pathways to Better Health* (MPBH) project will create Community Hubs (referral and tracking centers) which will coordinate community resources to deploy trained Community Health Workers (CHWs). The CHWs will be assigned to assist adult Medicaid or Medicare beneficiaries who have chronic health conditions plus social and other challenges that impede meeting their health needs. The CHWs will use evidence-based Pathways (protocols) to identify and resolve deficiencies in the Social Determinants of Health (such as housing, food, and education). In other states this approach has been shown to improve the health outcomes and result in fewer hospital admissions and Emergency Room (ER) visits. The Michigan Department of Community Health (MDCH) will collaborate with MPHI on all aspects of the project.

The goals of the program are: 1) to improve outcomes and quality indicators in management of chronic diseases and conditions (obesity, diabetes, asthma, cardiovascular disease, cancer, arthritis, etc.) for clients assisted by the CHWs. 2) Decrease unnecessary hospitalizations and ER visits for the identified at-risk persons who are Medicaid or Medicare beneficiaries, thereby decreasing the cost of their care. 3) Improve the utilization of CHWs by healthcare providers and healthcare teams to sustain this cost-effective approach to healthcare quality improvement. MPBH will work with Michigan insurers and payers to implement payment models to sustain and expand the program.

The aim of the MPBH project is to reduce by 2% over a one year period the healthcare costs of 522 adult Medicaid and/or Medicare beneficiaries with two or more chronic conditions living in Ingham County, through improved coordination of health and human services. MPBH goals are to 1) improve by 5% over one year MPBH enrollees' health indicators for chronic conditions through Community HUB and Community Health Worker (CHW) coordination of health and human services; 2) improve by 5% over one year MPBH enrollees' healthcare costs through Community HUB and CHW care coordination, reducing ambulatory-care-sensitive hospitalizations and Emergency Department visits.

Four main components of the Pathways model are: the Fiduciary, the Hub, the Care Coordination Agencies, and the Convener. Ingham County Health Department (ICHHD) was selected to be the Fiduciary because of need, high healthcare utilization, and their capacity for coordinated action. The Power of We will serve as the Convener; and Ingham Health Plan was selected as the HUB.

In addition, as the fiduciary the HD will subcontract with the following seven agencies in the amount of up to 32,000 each to recruit and hire a CHW:

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

Grant funds awarded to the Health Department will be utilized to support the creation of the following temporary positions:

Lead Social Worker to serve as a Clinical Supervisor and Master-Trainer (ICEA/PRO8)
1.0 FTE

Public Health Nurse to Serve as Clinical Supervisor and Master-Trainer (ICEA/PHN3) – 1.0 FTE (This will be filled by an existing PHN within the Health Department.)

Community Outreach Worker (UAW D) – 3.0 FTE
Health Analyst (ICEA/PRO8) – 1.0

Two existing Family Outreach Advocates within the Health Department will be assigned to work on this project as Community Outreach Workers.

Funds in the amount up to \$25,000 will be used for supplies and equipment.

The Health Department's Power of We will be allocated 10,000 to serve as the Convener to support the MPBH through maintenance of a functioning network of all community partner agencies and Facilitates agreements related data sharing and other functions.

The Health Department will contract with the Ingham Health Plan Corporation in the amount of up to \$50,000 for referral services, outreach, project management and data analysis.

The attached resolution authorizes a contract with MPHI and the Ingham County Health Department in the amount of \$590,679 for the proposed grant period of October 1, 2012 through June 30, 2013.

This project is a wonderful opportunity for our community. I recommend that the Board of Commissioners adopt the attached resolution and authorize the agreement for the Michigan Pathways grant.

Agenda Item 5a

TO: Debbie Edokpolo, Assistant Deputy Health Officer
FROM: Michelle Rutkowski, Human Resources Specialist
DATE: 11/6/12
RE: MI Pathways to Better Health Projects/Community Health Worker Job Descriptions

Upon reviewing the MI Pathways to Better Health Project job descriptions for a Community Health Worker, Human Resources determines the position is equivalent to the UAW position of Family/Child/Infant Advocate. As such, the Community Health Worker positions should be paid the same starting pay as the FCI Advocates. The starting salary for a full-time FCI Advocate is \$30,681.

The Community Health Worker positions are scheduled to be temporary. It is important to note there are limits regarding the scheduling of temporary employees. The following language is found in the UAW collective bargaining agreement, Article 5, section 1E (Temporary Employees):

An employee who is hired for a period of less than 1,560 hours (full-time status), 1,170 hours (3/4 time status), and/or 780 hours (part-time status) in a 12 month period in the same position in the same department will be considered a temporary employee and shall not attain seniority in the bargaining unit and shall be compensated by wages only, and shall not be covered by the provisions of this Agreement.

Should the employee work a total of 1 560 hours (full-time status), 1,170 hours (3/4 time status), and/or 780 hours (part-time status) in a 12 month period in the same position in the same department, the employee shall be eligible for fringe benefits afforded to regular employees after said applicable number of hours, and shall acquire seniority dated back six (6) months from the date he or she completed the applicable number of hours.

Such wages shall not exceed a rate of ten percent (10%) above the beginning salary rate for that position. If a temporary employee is eventually hired into a posted regular position, the normal hiring procedures will be followed to determine the regular compensation rate.

Please contact me if you have any questions regarding this analysis.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

WHEREAS, Ingham County Pathways is driven by three local goals: (1) reduce the incidence of overall infant mortality and African American infant mortality in Lansing, Michigan through direct services; (2) strengthen and sustain comprehensive coordination of perinatal providers caring for women before, during, and after pregnancy, and (3) build and expand the capacity of the community to prevent infant mortality by addressing social determinants of health; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MEMORANDUM

TO: Human Services Committee
Finance Committee

FROM: Renée B. Canady, PhD., MPA, Health Officer

DATE: November 6, 2012

RE: Recommendation to Enter into a Michigan Groundwater
Stewardship Program (MGSP) Clean Sweep Program Agreement
With the Michigan Department of Agriculture

The Michigan Department of Agriculture has agreed to pay Ingham County up to \$15,000 in a continuing agreement with the Michigan Groundwater Stewardship Program (MGSP) Clean Sweep Program Agreement with the Michigan Department of Agriculture. This agreement allows Ingham County Health Department to collect pesticides from any end-user of pesticides who resides in the state. The term of the agreement is October 1, 2012 through September 30, 2013.

I recommend the Board of Commissioners adopt the attached resolution and authorize an agreement with the Michigan Department of Agriculture for the period of October 1, 2012 through September 30, 2013.

Attachment

- c. John Jacobs w/attachment
- Renee Canady w/attachment
- Jim Wilson w/attachment

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

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

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

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

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

**FARMLAND AND OPEN
SPACE PRESERVATION BOARD**

MEMO

To: Ingham County Services and Finance Committees

Date: November 1, 2012

From: Stacy Byers

Re: Resolution to close on the Open Space Permanent Conservation Easement Deed for Kirk Mehlhaff and Wendy Villareal

This resolution approves closing on the Farmland and Open Space Preservation Board's first Open Space Conservation Easement. The Mehlhaff/Villareal Property was submitted in the 2010 application and approved for negotiating through resolution 12-188 on June 26, 2012. This Open Space Conservation Easement represents the last of the offers negotiated by the Farmland and Open Space Preservation Board. All future easements are being negotiated through the Purchasing Department.

The purchase price of the Mehlhaff/Villareal Property is \$54,000.00 which recognizes a 10% reduction from the appraised value. The Property is 76.9 acres with more than 1200 feet of frontage along the Grand River. The property is rich in habitat areas and has excellent diversity.

Introduced by County Services and Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

**FARMLAND AND OPEN
SPACE PRESERVATION BOARD**

MEMO

To: Ingham County Services

Date: November 1, 2012

From: Stacy Byers

Re: Resolution approving the model Open Space Permanent Conservation Easement Deed as the mechanism to enforce and restrict Ingham County Open Space Properties

This resolution approves the Farmland and Open Space Preservation Board to use the Model Open Space Permanent Conservation Easement Deed as the mechanism to enforce and restrict open space properties in Ingham County. The Farmland and Open Space Preservation Board have been working on the language for the easement for over a year now. They approved a final version at their August 2012 meeting. This resolution would allow the Farmland and Open Space Preservation Board to use this Conservation Easement language for all open space properties selected for funding by the program.

Introduced by County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

PERMANENT CONSERVATION EASEMENT

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

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

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

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

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

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

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

I. CONVEYANCE. *The Grantor grants, conveys and warrants to the Grantee this perpetual Conservation Easement over, under, upon and across the Protected Property. The scope, terms, and conditions of this Conservation Easement are set forth in this Conservation Easement. This Conservation Easement is a perpetual gift from the Grantor to the Grantee.*

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

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

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

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

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

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

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

1. The Protected Property preserves natural habitat for native plants and animals, including turkey and white-tailed deer.
2. It contains corridor habitat that facilitates wildlife movement through the surrounding rural landscape.
3. It contains significant, natural woodland habitat, which includes a diversity of native species,

trees of many age classes and structural diversity, including a multi-story canopy, standing dead trees, and downed logs.

4. The natural woodland that exists on the Protected Property has vegetation similar to the vegetation present before settlement by Europeans.
5. Wetlands, as described in Wetland Protection, Part 303 of the Michigan Natural Resources and Environmental Code MCL 324.30301 *et seq.*, are present on the Protected Property.
6. The wetlands provide habitat for aquatic invertebrates, amphibians, reptiles and aquatic and emergent vegetation.
7. If present on the Protected Property, make a statement about rare, endangered, and threatened species, and species of special concern (give names of species).
8. If present on the Protected Property, make a statement about grassland habitat.
9. The woodland is important in the utilization and retention of atmospheric CO₂.
10. The Property is close proximity to the following protected properties which similarly preserve natural habitat: insert names.

WATERSHED VALUES (include only those that are applicable)

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

AGRICULTURAL VALUES (delete if not applicable)

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

B. Zoning

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

C. Relevant Public Policy

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

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

IV. DESCRIPTIONS AND COMMITMENTS OF THE PARTIES INVOLVED

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

B. Grantee (Ingham County): (i) is a qualified holder of this Conservation Easement, (ii) is a tax-exempt, nonprofit Michigan corporation qualified under the Natural Resources and Environmental Protection Act (PA 451 of 1994), Part 21, Subpart 11, Conservation and Historic Preservation Easement, MCL 324.2140 *et seq.* and under Internal Revenue Code Sections 501(c)(3) and 170(h)(3), (iii) is committed to preserving the Conservation Values of the Property and upholding the terms of this Conservation Easement, (iv) has the resources to enforce this Conservation Easement, (v) preserves natural habitats of plants and animals, including fish and other wildlife, and the ecosystems that support them, and (vi) preserves open space lands, including natural and agricultural lands, where such preservation is for the scenic enjoyment of the general public or pursuant to clearly delineated governmental conservation policies, or both, and where it will yield significant public benefit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the Grantee for the Grantee's review and approval. The Grantor retains the right to convert any of the converted land back to agriculture at a future time.

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

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

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

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

H. Right to Use Vehicles. The Grantor retains the right to use vehicles on the Protected Property as required for allowed and permitted uses of the Property Property such as agriculture, timber operations, and land restoration activities. In addition, the Grantor retains the right to use golf carts and similar small, wheeled vehicles on the Protected Property, with such use only allowed as permitted by the Grantor or the designated representative(s) of the Grantor and provided the activities do not adversely affect the Conservation Values of the Protected Property.

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

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

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

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

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

N. Hydrocarbons. The Grantor retains the right to lease and extract hydrocarbons. Hydrocarbon exploration and extraction activities shall be limited to one (1) 1-acre site for every full forty (40) acres of Protected Property. The boundaries of any site shall not be closer than three hundred (300) feet of any natural water feature, including wetlands. Access roads and any other disturbance of the land associated with a well shall have minimal impact on the land and the Agricultural and Conservation Values of the Protected Property and shall not be permanent. The land shall be returned to pre-exploration and pre-extraction conditions within

one (1) year from the date of discontinuance of exploration and extraction operations. Any future leases associated with the exploration and extraction of hydrocarbons shall be subordinate to all the provisions of this Conservation Easement. Grantor shall obtain written approval from Grantee, as described in Sections X., for any proposed exploration and extraction activity. (Note: Grantee will accept CEs that have a provision that allows for hydrocarbon exploration and extraction on the Protected Property, if it is written appropriately, but such a provision could jeopardize the use of the CE as a tax-deductible donation. Landowners should consult with their tax advisers and other advisors for the best course of action for them.)

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

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

A. Right to Enter. The Grantee or its designated representative has the right to enter the Protected Property either directly or through the Property at reasonable times to monitor the provisions of the Conservation Easement. Furthermore, the Grantee or its designated representative has the right to enter the Protected Property either directly or through the Property at reasonable times to enforce compliance with, or otherwise exercise its rights under, this Conservation Easement. However, the Grantee or its designated representative may not unreasonably interfere with the Grantor's use and quiet enjoyment of the Protected Property. Entry to the Protected Property by the Grantee or its designated representative does not require notification of the Grantor; however, a reasonable effort will always be made to do so. The Grantee or its designated representative has no right to permit others to enter the Property. The general public is not granted access to the Property pursuant to this Conservation Easement. The Grantee's rights do not include the right, in absence of a judicial decree, to enter the Property for the purpose of becoming an operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U. S. C. §9601 *et seq.*

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

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

IX. GRANTEE REMEDIES.

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

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

C. Notice and Demand.

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

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

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

D. Failure to Act.

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

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

E. Actual or Threatened Non-compliance. The Grantee's rights under this Part, Grantee Remedies, apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. The Grantor agrees that the Grantee's claim for money damages for any violation of the terms of this Conservation Easement is inadequate. The Grantee shall also be entitled to affirmative and prohibitive injunctive relief and specific performance, both prohibitive and mandatory. The Grantee's claim for injunctive relief or specific performance for a violation of this Conservation Easement shall not require proof of actual damages to the Conservation Values.

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

X. NOTIFICATION PROVISIONS. Whenever the Grantee's approval is required under this Conservation Easement, the Grantee is entitled to sixty (60) days to respond following written notification. If the Grantee fails to respond within sixty (60) days after it receives the written request, then its approval shall be deemed given. This implied approval shall not extend to any activity contrary to this Conservation Easement or

impairing any Conservation Value. The Grantee's approval shall continue for three (3) years. If the approved activity is not completed within three (3) years after the date of approval, then the Grantor must resubmit the written request to the Grantee.

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

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

XIII. OWNERSHIP COSTS AND LIABILITIES.

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

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

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

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

XVI. SUCCESSORS.

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

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

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

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

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

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

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

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

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

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

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

C. Grantee is qualified to hold conservation easements pursuant to the NREPA (PA 451 of 1994), Part 21, Subpart 11 (Conservation and Historic Preservation Easement) (MCL 324.2140 *et seq.*) and under Internal Revenue Code 26 USC 170(h)(3), because it is a publicly-funded, non-profit 501(c)(3) organization operated primarily to accept lands and easements for the purpose of preserving and protecting open space, scenic, natural, recreational, agricultural, and educational values of real property; and having a commitment to protect the Conservation Values of this Conservation Easement, and the resources to enforce the restrictions hereof.

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

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

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

Grantor:

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

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

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

) _____, Notary Public

_____ County, Michigan

My commission expires: _____

Acting in _____ County, Michigan

Grantee:

By: XXXXXX

Its: Chairperson, Ingham County Board of Commissioners

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

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

_____, Notary Public

_____ County, Michigan

My commission expires: _____

Acting in _____ County, Michigan

Send subsequent tax bills to Grantor.

Drafted By:

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

When Recorded Return To:

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

Approved as to form by:

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

MEMORANDUM

TO: County Services, Finance and Judiciary Committees

FROM: Rick Terrill, Facilities Director

DATE: November 5, 2012

SUBJECT: AMENDMENT TO RESOULTION #10-353

The resolution before you authorizes amending Resolution #10-353 which approved a contract with GAV Associates, Inc., to renovate the current unused space at the Ingham County Family Center to meet the short and long term needs of the public.

After the original design was submitted, it has been found that several changes are required to complete the project successfully. Therefore, \$4,860.00 in additional funds are needed for the additional hours that are required to provide architectural and engineering services for this change in the scope of work.

Funding for this project is available in the Juvenile Justice Millage line item 264-66400-818000.

I recommend approval of this resolution.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

MEMORANDUM

TO: Human and County Services and Finance Committees

FROM: Rick Terrill, Facilities Director

DATE: November 5, 2012

SUBJECT: AMENDMENT TO RESOLUTION #12-150

The resolution before you authorizes amending Resolution #12-150 which approved a contract with GAV Associates, Inc., to write up preliminary construction documents for alterations and renovations at Willow Health Center.

After the original documents were submitted, there was a reduction in the original budget amount that required a complete re-design of the construction documents resulting in a need for \$4,900.00 in additional funds.

Funding for the re-design is available in line item 511-61553-818000-02005.

I recommend approval of this resolution.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

Ingham County Management Information Services
Michael E. Ashton, Chief Information Officer - Email: mashton@ingham.org

To: Board of Commissioners
From: Michael E. Ashton, CIO
Date: November 8, 2012
Re: **Replacement of County Security Suite to Meet Criminal Justice Information Security Requirements, HIPPA Requirements, and Over Network Security**

Dear Commissioners,

In reviewing the County's current security software suite and talking with various department director's and the courts, it was determined that the current products in place do meet all the security requirements coming up in 2013. We have worked and talked with various vendors and their current customers and determined that SOPHOS meet all the requirement needs of today and future requirements.

The County is currently using Symantec for Antivirus, Barracuda for web filtering and SOPHOS for e-mail filtering. While the Symantec product is meeting the minimal Antivirus requirements today, the management portion and updating process has not been smooth, the current licensing is good until March of 2014. The Barracuda product has not been working correctly since put into service in February of 2011. The SOPHOS product for web filtering has been meeting our expectations and is licensed thru 2013. We are currently using McAfee for disk encryption and licensing has expired. Also with the implementation of more mobile devices, including the Judges using IPADs, produces a need for Mobile Device Management. In 2014 we will need to renew our licensing for Antivirus and web filtering. Pricing today to renew for another 36 months would be \$15,000 for Symantec and \$41,000 for Barracuda. The SOPHOS contract would need to be renewed in 2014 as well.

In order to save the County financial burden MIS worked with the vendor SOPHOS for an aggressive pricing option to replace the four various vendors to one vendor for our security needs. To purchase the products individually would cost about \$110,000 for 36 months of coverage. SOPHOS provided pricing through CDW-G under state and federal contracts for \$55,404.00. They also agreed to extend the license and support services to a total 57 months to off-set what we spent on our current licenses with Symantec and Barracuda. Therefore, MIS would like to purchase the SOPHOS complete security suite for a 57 month term at \$55,404.00.

Thank you in advanced for your consideration. If you have any questions please feel free to contact me at 517-676-7371.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

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

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

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

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

MEMORANDUM

TO: County Services and Finance Committees

FROM: William Conklin, Managing Director, Department of Transportation & Roads

DATE: November 6, 2012

SUBJECT: Proposed 2014 – 2017 Transportation Improvement Plan
Staff and County Road Advisory Board Recommended Projects

Background Information:

As previously discussed, relative to the Road Department's annual budget, federal highway funds are used for most of our major road and bridge reconstruction and rehabilitation projects. (Our state funding is used for operation of the agency, satisfying local match requirements, local road improvements, and routine road maintenance including winter maintenance.) Federal highway funds which come from the federal fuel tax (18.3 cents per gallon) are returned to the states by a formula, and the state distributes the federal funds to regional Municipal Planning Organizations (MPO's) and/or Rural Task Forces (RTF's) by another formula similar to distribution of the state revenue. Ingham County's MPO/RTF functions are handled by the Tri-County Regional Planning Commission (TCRPC), which includes Clinton, Eaton and Ingham Counties along with all villages and cities within those counties. Federal highway funding legislation requires that federally funded projects be agreed upon at the regional level in order to have regionally coordinated transportation plans. The regional plan, known as the transportation Improvement Plan (TIP) is updated every 3 or 4 years to list projects agreed upon by the region for the following 3 or 4 years. The TIP cycle time varies based on a variety of factors including current federal highway legislation and related regulations. In 2013 the tri-county TIP will be updated for fiscal years 2015 through 2017. The last year of the current TIP, 2014, is normally included as the first year of the next TIP. Thus the next TIP will be for 2014 through 2017.

Federal highway funding is broken into a variety of program categories. Some funding categories such as the Local Bridge Program, High Risk Rural Roads (HRRR), and Surface Transportation Program (STP) Safety Program are awarded annually on a statewide competitive basis by MDOT. The Urban STP, Rural STP and Small Urban STP programs are funded annually through the MPO/RTF process. Also included in the TIP is a category of state project funding known as Transportation Economic Development Fund (TEDF), which is awarded annually on a statewide competitive basis. TEDF has several sub-categories including A—projects supporting jobs creation, and F—projects to improve the urban all-season road network. Ingham County road projects typically receive a total of \$1.5 to \$2.0 million per year of Urban STP and an average of \$560,000 per year in Rural STP. Funding in the statewide competitive programs is not expected every year, and varies annually based on statewide competition for these limited funding sources. Small Urban STP funding rotates among the several small urban areas within the tri-county region.

Development of the new Transportation Improvement Plan document will be initiated by TCRPC staff, as indicated below. Since current road needs far outweigh available federal and state funding, most agencies typically submit several more projects than they expect to be included and funded. The TCRPC member agencies then meet in committees at several levels in the process of deciding which projects will be included in the TIP and thus federally funded. The various meetings are announced and are open to the public to receive public input at each step. The project selection process involves providing a coordinated transportation plan aligned with the region's goals and objectives. Road Department staff participates in the Capital Area Region

Transportation Study (CARTS) committee, which reviews the technical merits of the project applications. After CARTS review and approval, the proposed TIP is considered by the Transportation Review Committee (TRC) and then, when acceptable, adopted by TCRPC's full governing Commission.

Current Issue:

In December, 2012, TCRPC will issue a call for projects that individual member agencies propose for inclusion in the 2014-17 TIP to receive federal funding. As the Road Commission Board previously reviewed and approved Ingham County road projects to be submitted for inclusion in the TIP, the Board of Commissioners is now requested to do the same. As provided in resolution 12-187, the County Road Advisory Board was convened for its first meeting on October 17, 2012, for, among other purposes, to advise the Board of Commissioners on projects to be submitted for federal funding.

Road Department staff started this process by recommending projects for consideration based on our road system needs, pavement condition ratings, and traffic volumes in both the urban and rural areas. STP Safety and HRRR projects are recommended based on program selection criteria that look to correct locations having high accident rates. The Advisory Board discussed the staff recommendations and requested several changes as indicated per note 5 on the attached list. The list of projects resulting from both staff and Advisory Board recommendations is attached. The attached list includes projects in the current TIP for 2013 and 2014, and projects proposed for 2015 through 2017.

Additional Notes:

1. Federal highway legislation also requires the MPO/RTF (again TCRPC in our location) to maintain a long-range plan (LRP), which covers 25 years and is updated every 5 years. The current plan, last updated in 2010, covers 2010 to 2035 and will be updated again in 2015. This plan typically lists projects that include proposed widening or lane use changes to address expected changes in traffic flow demand. The LRP is based on traffic flow modeling conducted by TCRPC every 5 years to anticipate where roadway capacity changes may be advisable in the future. These LRP projects do not receive federal funding until such time as they are included in a TIP, and there is no requirement that they be included in the TIP if the agency decides to defer or cancel the project. Current Ingham County 2010-2035 LRP projects are also shown on the attached list. Road department staff and the County Road Advisory Board are recommending not including the first two projects shown in the 2010-2035 LRP in the 2014-2017 TIP at this time. The Forest-Farm Lane corridor will be reviewed again in coordination with MSU for the next (2015-2040) LRP as MSU's development plans continue to materialize as this may affect traffic demand on the Forest-Farm Lane corridor. The Willow Road LRP project will also be reviewed for placement in a future TIP. The Holt Road project was requested to be included in the 2014-2017 TIP as a resurfacing project, but not as a complete widening project as shown in the LRP. As the Holt Road project is developed, road department staff will coordinate with Delhi Township and include public meetings to ascertain what if any minor lane widening and/or lane use changes are desired, such as providing left turn lanes at intersections.
2. The County Road Advisory Board will further review the rural federal aid program to refine what is currently shown in the proposed TIP list as Rural Countywide Preservation into specific projects. The current recommendation is for a broad network preservation program with specific projects and treatments to be identified through further analysis and discussion with the Advisory Board.

Approval of the attached resolution is recommended.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

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

2013:

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

2014 (Last year of the current TIP):

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

PENDING FUNDING APPLICATIONS:

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

2015 (Proposed TIP entries):

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

2016 (Proposed TIP entries):

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

2017 (Proposed TIP entries):

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

NOTES:

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

LONG RANGE PLAN LISTING (2010 - 2035):

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

MEMORANDUM

TO: County Services and Finance Committees

FROM: Robert Peterson, Director of Engineering, Department of Transportation & Roads

DATE: November 2, 2012

SUBJECT: Traffic Signal Upgrades at Willoughby Road & Aurelius Road and
Pedestrian Signal Enhancements at Willoughby Road & Cedar Street

The Ingham County Department of Transportation and Roads received federal STP Safety funding to reconstruct the intersection of Willoughby Road and Aurelius Road and install a new traffic signal. The funding was to be combined with other funds that were allocated to reconstruct Willoughby Road from Washington Road to east of Aurelius Road. The funding level was such that we approached the city with the idea of improving the intersection of Willoughby Road and Cedar Street with our excess STP Safety funds. The City of Lansing accepted our offer and we are to the point where the funds have been obligated for construction and contracts can be executed. The scope of work at Willoughby Road and Cedar Street isn't extensive or costly (less than \$16,000), but the pedestrian signal enhancements will complete the Willoughby Road corridor from Washington Road to east of Aurelius Road.

The contractual responsibilities for both intersections are as follows: The Michigan Department of Transportation (MDOT) will enter into a contract with the contractor, which basically ensures that all the federal construction requirements and responsibilities, attached to the funding, are defined. A second party contract between MDOT and the Ingham County Department of Transportation and Roads (ICDT&R) is required to define our (Requesting Agency) responsibilities and to administer the construction contract on MDOT's behalf. Lastly, a third party agreement between ICDT&R and the City of Lansing is proposed to transfer much of ICDT&R's construction oversight and maintenance responsibilities to the City of Lansing. The MDOT and ICDT&R second party contract and the ICDT&R and City of Lansing third party agreement is the subject of this memo.

Approval of the attached resolution is recommended.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INGHAM COUNTY PARKS DEPARTMENT

121 E. Maple Street, P.O. Box 178, Mason, MI 48854
(517) 676-2233; Fax (517) 244-7190

MEMO

DATE: November 2, 2012

TO: County Services and Finance Committees

FROM: Willis Bennett, Director

RE: Resolution Authorizing a Contract with Oak Construction Corporation for the Roof Replacement on the Lake Lansing Boat Launch Restroom

The Parks Department owns and maintains the buildings at Lake Lansing Parks and has a roof replacement plan in place to ensure routine replacement of building roofs. Bids were solicited and evaluated by the Purchasing Department, and it is their recommendation, with the concurrence of Parks Department staff, to award the contract to Century Construction of Flushing, Michigan.

This resolution authorizes a contract with Oak Construction Corporation for the replacement of the roof on the restroom at the Lake Lansing Boat Launch in amount not to exceed \$5,490. However, if roof sheathing replacement is also necessary this expense would also be authorized at a cost of \$8.00 per square foot.

This resolution will run concurrent with the Parks & Recreation Commission meetings.

MEMORANDUM

TO: County Service and Finance Committees
 FROM: Jim Hudgins, Director, Purchasing Department
 DATE: November 7, 2012
 SUBJECT: Roof Replacement Proposal Summary

Project Description:

The project sought proposals from experienced and qualified roofing contractors to replace the roof of the Restroom Facility at Lake Lansing Park, located at 6271 E. Lake Drive, Haslett, MI 48840.

Proposal Summary:

Vendors contacted: 68 Local: 13
 Vendors responding: 2 Local: 0

COMPANY NAME	TOTAL BID	SHEETHING SQUARE FT	LOCAL
Oak Construction Company	\$5,490	\$8.00	N, Flushing
Midwest Wall Company LLC	\$8,900	\$7.50	N, Dewitt

Local Vendors Not Responding:

1. Bornor Restoration, Lansing – No bid submitted due to their work load and because the project was too small.
2. Century Construction, Lansing – No bid submitted. Contact representative did not see the RFP due to email problems.
3. Jordan Roofing, Holt – Left voice mail with vendor. No response.
4. Laux Construction, Dansville – No bid submitted because couldn't compete with prices offered from roofing companies.

Other Vendors Not Responding:

1. Mid Michigan Roofing, Saginaw – No bid submitted due to their work load and because the project was too small for them as a union roofing contractor to be competitive.

Recommendation:

The Evaluation Committee recommends awarding a contract to Oak Construction Company for \$5,490. The contract will also include replacing roof sheathing, if needed, at a cost of \$8.00 per square foot.

Advertisement:

The RFP was advertised in the City Pulse, The New Citizen's Press and posted on the Purchasing Department Web Page.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

INGHAM COUNTY PARKS DEPARTMENT

121 E. Maple Street, P.O. Box 178, Mason, MI 48854
(517) 676-2233; Fax (517) 244-7190

MEMO

DATE: October 29, 2012
TO: County Services and Finance Committees
FROM: Willis Bennett, Director
RE: Resolution Entering into a Lease Agreement with the Michigan Department of Natural Resources for Use of the Bunker Road Landing as a Canoe Launch

This resolution authorizes entering into a 25 year Lease Agreement with the Michigan Department of Natural Resources for the use of the property known as Bunker Road Landing. On August 22nd, 1984 the Board of Ingham County Park Trustees entered into a Lease Agreement with the Michigan Department of Natural Resources for the property now known as Bunker Road Landing. This property is currently being used as a canoe launch for the Burchfield Canoe/Kayak Trip program and is an integral and important part of that revenue generating program.

Upon a Michigan Department of Natural Resources review it was discovered the lease agreement had expired on May 1, 1994. The Michigan Department of Natural Resources desires a new Lease Agreement be executed for a term of 25 years ending on October 31, 2037. This Lease Agreement is important to the Michigan Department of Natural Resources because it will provides public recreational boating and shore fishing access to the Grand River and the maintenance of the Bunker Road Canoe Landing protects and conserves the natural resources and provide facilities for outdoor recreation.

There is no rental fee or charge associated with this Lease Agreement. The Parks Department has been a good steward of this property and wishes to continue this mutually beneficial lease with the Michigan Department of Natural Resources.

This resolution will run concurrent with the November Parks & Recreation Commission meetings.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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