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**FINANCE COMMITTEE**  
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TODD TENNIS  
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MARK POLSDOFER  
GABRIELLE LAWRENCE  
MYLES JOHNSON  
RANDY MAIVILLE

**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 WEDNESDAY, JANUARY 17, 2024 AT 6:00 P.M., IN CONFERENCE ROOM A, HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING AND VIRTUALLY AT <https://ingham.zoom.us/j/89160266022>.

Agenda

Call to Order

Approval of the [December 6, 2023](#) Minutes

Additions to the Agenda

Limited Public Comment

1. Treasurer's Office
  - a. Resolution to Provide Funding for Low Income [Tax Preparation](#)
  - b. Resolution to Adopt an Ingham County [Citizen Participation Plan](#) for Michigan Community Development Block Grant Funding
  - c. Resolution to Approve the [Policies And Procedures](#) for Affordable Housing Development Gap Subsidy Grants for New Construction and Rehab Projects Utilizing Housing Trust Fund Dollars
  - d. Resolution Authorizing 2024 [Administrative Fund](#)
  - e. 2024 [Borrowing Resolution](#) (2023 Delinquent Taxes)
2. Drain Commissioner – Resolution [Reaffirming Resolution #22-204](#) and Adopting a Revised Memorandum of Agreement Governing the Greater Lansing Regional Committee for Stormwater Management Dated September 11, 2023
3. Circuit Court – Juvenile Division – Resolution to Authorize Contracts for Lawyer [Guardian Ad Litem](#) Representation
4. 9-1-1 Central Dispatch
  - a. Resolution to Authorize the Renewal of [ProQA Medical Software](#) Licenses and Support from Priority Dispatch for the Ingham County 9-1-1 Center
  - b. Resolution to Authorize a Contract Renewal of [Scheduling Software/Services](#) for the 9-1-1 Center
5. Elder Services Millage – Resolution to Authorize a Contract with Tri County Office on Aging for [Elder Services Millage](#) Eligible Services
6. Community Mental Health Authority – Resolution to Authorize a Contract with the Community Mental Health Authority of Clinton, Eaton and Ingham Counties for [Health Services Millage](#) Eligible Services

7. Parks Department

- a. Resolution to Authorize the Transfer of Funds from TR081 to TR061 for the Emergency Purchase of Asbestos Abatement at [Lake Lansing Park South Restroom](#)
- b. Resolution to Adopt Fees for [Food Truck Vendors](#) that Participate in County Sponsored Events at the Ingham County Parks
- c. Resolution to Authorize an Agreement with Spicer Group, Inc. for Prime Professional Services for Preparation and Submittal of a TAP Grant and Preliminary Engineering for the [Holt to Mason Trail](#)
- d. Resolution to Authorize an Agreement with Spicer Group, Inc. for Prime Professional Services for Improvements at [Lake Lansing Park North](#)

8. Health Department

- a. Resolution to Authorize [Amendment #1](#) to the FY23 – 24 Emerging Threats Master Agreement with the Michigan Department of Health and Human Services for the Delivery of Public Health Services under the Master Agreement
- b. Resolution to [Amend Resolution #23-087](#) with Michigan Public Health Institute for Administrative Support to Operate the Lansing/Ingham Peacemaker Fellowship ®
- c. Resolution to Authorize an Agreement with [Michigan Public Health Institute](#) for Administrative Support to Operate Year Three of the Lansing/Ingham Peacemaker Fellowship ®
- d. Resolution to Amend Resolution #23-586 Authorizing an Agreement with [MSU Health Care, Inc](#) for Pediatric Physician Services
- e. Resolution to Authorize the Creation of a [Community Health Worker](#) - Pathways to Housing Position
- f. Resolution to Authorize Subcontracts Awarding 13 Mini-Grants to Address [COVID-19 Related Inequities](#) and Risk Factors Among Black, Indigenous and People of Color
- g. Resolution to Authorize COVID-19 Regional Health Equity Council Backbone Organization Grant Subagreements with the Capital Area Health Alliance and [TCB Consulting, LLC](#)
- h. Resolution to Authorize Agreements with [Southeastern Michigan Health Association](#) to Act as the Fiduciary/Payee for Agency Funding
- i. Resolution to Authorize the Creation of an Advance Peace [Resource Navigation Program Specialist](#)

9. Road Department

- a. Resolution to Authorize Purchase Orders for [34CS Slag](#), CS-T Trap Rock, 34CS Trap Rock, 29A Crushed Limestone, H1 Limestone, and Ohio #9 Aggregates
- b. Resolution to Authorize Purchase Orders for Processed [Road Gravels](#), Various Crushed Aggregates, Class 2 Sand, and Winter Maintenance Sand

10. Human Resources Department

- a. Resolution to Approve UAW TOPS and ICEA Court Professional [Reclassification](#) Requests
- b. Resolution to Authorize the Transfer of the Human Resources Department Budget Line Item for [Employee Service Awards](#) to the Diversity, Equity, and Inclusion Office
- c. Resolution to Approve [Reclassification](#) of the UAW TOPS Public Defender's Office Clerk Levels II & III

11. Controller/Administrator Office

- a. Resolution to Authorize a Contract with [Big Brothers Big Sisters Michigan Capital Region](#) to Provide Administrative Oversight and Programming Leadership to the Capital Area Mentoring Partnership Program
- b. Resolution to Authorize an Agreement with the [Ingham Conservation District](#)

Announcements

Public Comment

Adjournment

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

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

FINANCE COMMITTEE  
December 6, 2023  
Draft Minutes

Members Present: Morgan, Grebner, Johnson, Maiville, Peña, and Tennis.

Members Absent: Polsdofer and Sebolt.

Others Present: Judge Joyce Draganchuk, Prosecuting Attorney John Dewane, Scott LeRoy, Gregg Todd, Michael Townsend, Madison Hughes, Courtney Johnson, and others.

The meeting was called to order by Chairperson Morgan at 6:30 p.m. in Conference Room A of the Human Services Building, 5303 S. Cedar Street, Lansing, Michigan. Virtual Public participation was offered via Zoom at <https://ingham.zoom.us/j/89160266022>.

Approval of the November 22, 2023 Minutes

MOVED BY COMM. TENNIS, SUPPORTED BY COMM. MAIVILLE, TO APPROVE THE MINUTES OF THE NOVEMBER 22, 2023 FINANCE COMMITTEE MEETING.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioners Polsdofer and Sebolt.

Additions to the Agenda

18. Controller/Administrator Office
  - c. Resolution to Adopt the 2024 – 2028 Strategic Plan

Removed –

4. Tri-County Office on Aging – Resolution to Authorize a Contract Amendment with Tri County Office on Aging for Elder Services Millage Eligible Services

Substitutions –

5. Community Agencies – Resolution to Authorize 2024 Agreements for Community Agencies
10. Health Department
  - e. Resolution to Create a ~~Permanent~~ 1.0 FTE Project Specialist Community Action Network Coordinator
  - h. Resolution to Authorize the Renewal of the Agreement with MSU Health Care, Inc. for Pediatric Physician Services
17. Human Resources Department – Resolution to Approve UAW TOPS, ICEA Court Professional, Teamsters Local 243 Zoo, and Managerial & Confidential Reclassification Requests

18. Controller/Administrator Office
  - b. Resolution Approving Various Contracts for the 2024 Budget Year

Limited Public Comment

None.

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

2. Circuit Court
  - a. Resolution to Authorize a Contract for Representation of Indigent Parties Facing Contempt Charges in Personal Protection Order Cases, Emergency Risk Protection Order Cases, and Certain Friend of the Court Matters
  - b. Resolution to Authorize Agreement with Equivant to be in Compliance with MCL 712A.18t
3. Probate Court – Resolution to Approve Ingham County Probate Court Contract Renewal with Thomson Reuters Regarding Print Legal Books
5. Community Agencies – Resolution to Authorize 2024 Agreements for Community Agencies
6. Health Services Millage – Resolution to Authorize a Health Services Millage Contract with the Ingham Health Plan Corporation
7. Fairgrounds – Resolution to Authorize a Contract with WTA Architects for the Design and Construction Management of a New Grandstand at the Ingham County Fairgrounds
8. Parks Department – Resolution to Authorize an Amendment to the Contract with Spicer Group, Inc.
9. Potter Park Zoo
  - a. Resolution to Authorize a Contract with Shane’s Camels
  - b. Resolution to Authorize Potter Park Zoo as a Polling Location
10. Health Department
  - a. Resolution to Authorize a Michigan Agriculture Environmental Assurance Program Clean Sweep Agreement with the Michigan Department of Agriculture and Rural Development
  - b. Resolution to Authorize Amendment #1 to the 2023 – 2024 Agreement with the Michigan Department of Health and Human Services for the Delivery of Public Health Services Under the Master Agreement
  - c. Resolution to Amend the Nextgen Healthcare Information Systems Agreement to Purchase the Nextgen Diagnostic Hub Service

- d. Resolution to Authorize an Agreement with InstaMed as a Credit/Debit Card Processing Agent for Ingham County Health Department and Ingham Community Health Centers
  - e. Resolution to Create a 1.0 FTE Project Specialist Community Action Network Coordinator
  - f. Resolution to Authorize an Extension of the Agreement with the Michigan Primary Care Association for Encounter Comparison & Reconciliation Support Services
  - g. Resolution to Authorize the Renewal of the Agreement with Dr. Saif Fatteh for Dermatology Services
  - h. Resolution to Authorize the Renewal of the Agreement with MSU Health Care, Inc. for Pediatric Physician Services
  - i. Resolution to Authorize a Renewal of the Agreement with Intelligent Medical Objects, Inc.
11. Sheriff's Office
- a. Resolution to Authorize a Contract with It Takes a Village, LLC for Restorative Justice Programming
  - b. Resolution to Authorize a Contract with Life Launch Institute, LLC for Parenting Program
12. Treasurer's Office – Resolution to Set Policy for Certain Delinquent Tax Payments
13. Drain Commissioner
- a. Resolution Pledging Full Faith and Credit to 2024 Drainage District Notes
  - b. Resolution Approving Relinquishment of Jurisdiction and Control Over a Portion of the Bolter Drain to the City of Lansing
14. Innovation & Technology Department
- a. Resolution to Approve the Purchase of Additional Multibridge Licenses from Core Technology
  - b. Resolution to Approve the Acceptance of the State and Local Cybersecurity Grant Program
  - c. Resolution to Approve Fiber Engineering and Construction from Western Tel-Com
15. Facilities Department
- a. Resolution to Authorize an Agreement with Hedrick Associates for the Maintenance of the Uninterrupted Power Supply at the 9-1-1 Center
  - b. Resolution to Authorize an Agreement with Boling Janitorial Services, Inc., for the Janitorial Services at Multiple County Locations
16. Road Department – Resolution to Extend an Agreement with Michigan Pavement Markings, LLC for the 2024 Countywide Waterborne Pavement Marking Program and the Cold Plastic Common Text & Symbol Pavement Marking Program
17. Human Resources Department – Resolution to Approve UAW TOPS, ICEA Court Professional, Teamsters Local 243 Zoo, and Managerial & Confidential Reclassification Requests

18. Controller/Administrator Office
  - a. Resolution Authorizing Adjustments to the 2023 Ingham County Budget
  - b. Resolution Approving Various Contracts for the 2024 Budget Year

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioners Polsdofer and Sebolt.

THE MOTION TO APPROVE THE ITEMS ON THE CONSENT AGENDA CARRIED UNANIMOUSLY. Absent: Commissioners Polsdofer and Sebolt.

1. Racial Equity Task Force – Resolution to Create an Annual Report on Criminal Justice Data for Ingham County

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

Commissioner Peña stated they pulled the item because someone wished to address it.

Commissioner Maiville stated that they wanted to allow some people to get their concerns on the record. Commissioner Maiville further stated that the City Pulse was very timely and they believed there was some concerns from the Honorable Judge Joyce Draganchuk, 30<sup>th</sup> Judicial Circuit Court Chief Judge, and potentially others.

Commissioner Maiville stated that they wanted to get those on the record. Commissioner Maiville further stated that they supported the resolution and believed it was necessary for transparency and to not bury their heads in the sand.

Commissioner Maiville stated that they wanted to hear from some of the staff.

Judge Draganchuk thanked the Committee for allowing them to speak on the resolution. Judge Draganchuk further stated they spoke for the entire court but specifically attended the meeting speaking on behalf of their Judicial Leadership Team, who endorsed everything they had to say to the Committee.

Judge Draganchuk introduced all who were on the leadership team, including themselves, with the Honorable Judge Shauna Dunnings, Chief Probate Judge and Chief Circuit Court Judge Pro Tempore, and the Honorable Judge Lisa McCormick, Family Division Presiding Judge. Judge Draganchuk further stated that they in the Circuit Court admonished juries every single day that they needed to examine closely what might have been automatic or instinctive judgements or judgements that were unintentionally influenced by stereotypes.

Judge Draganchuk stated that the Judges asked the juries to really seriously take a look at that and had them make sure they were not making judgements based off of intuitive or stereotypical kinds of decisions. Judge Draganchuk further stated they explained to the juries that some of our biases we knew about and some of them we did not really consciously think about, but they were there anyway.

Judge Draganchuk stated that in other words, they admonished jurors to be careful of implicit bias when they were making decisions. Judge Draganchuk further stated that when they did that every single day, they acknowledged at the same time that that admonition applied to the Judiciary as well.

Judge Draganchuk stated that it applied to every single Judge who had a responsibility to examine and ask themselves about implicit bias in making their decisions. Judge Draganchuk further stated that was why they were in attendance at the meeting to tell the Committee they supported the goals of the Racial Equity Taskforce (RET) and supported the Diversity, Equity, & Inclusion (DEI) Department

Judge Draganchuk stated that they wanted to speak to the Committee, not in opposition to those goals, but to start a dialogue on the best way to reach those goals. Judge Draganchuk further stated that the proposal was to authorize a Request for Proposals (RFP) for a third-party to create and operate a criminal justice data system for Circuit Courts in Ingham County to track prosecution and sentencing outcomes based on defendant demographic data including, race, gender, age, and income level.

Judge Draganchuk stated that two of the three District Courts were not County Courts, so there had to be either an exclusion of those Courts, in which case they were not really studying equity in Ingham County District and Circuit Courts, or there had to be some cooperation with them. Judge Draganchuk further stated that was not something to rule out but something to be aware of.

Judge Draganchuk further stated tracking Prosecution data had nothing to do with the Courts and that Prosecutor John Dewane was with the public. Judge Draganchuk further stated they did not speak for them, but believed Prosecutor Dewane shared the same concerns where they both supported the idea but wanted further discussion and refinement on how the RET was going to achieve their goals with a third-party.

Judge Draganchuk stated that the very nature of the demographic data required that any third-party they had doing it must work with the Courts in order to obtain it. Judge Draganchuk further stated that several of the things that were listed were not publicly available and a third-party could not go in and look at their records to determine, for instance, a person's date of birth because that was protected personal information, so the age demographic was not possible.

Judge Draganchuk stated that a third-party could not go in and look at income level because it was not available to anyone on their cases. Judge Draganchuk further stated that there was some financial information in the presentence reports that was self-reported by the defendant, but presentence reports were prohibited by law from being copied or disclosed to anyone else.

Judge Draganchuk stated that in other words, the presentence reports were confidential by law and there was no other gathering, that they were aware of, of financial data or income levels. Judge Draganchuk further stated the Holmes Youthful Trainee Act (YTA) status had been vastly expanded over the years.



Judge Draganchuk stated many of their sentencings fell under YTA, which meant that the entire file was suppressed and not available to the public at all. Judge Draganchuk further stated that the Supreme Court had gone so far as to say they had to close the courtroom when conducting proceedings on YTA cases, so they were very highly protected cases.

Judge Draganchuk stated they had chosen their last 25 sentencings when they had learned of the proposal and 35 percent of them were suppressed files because they granted YTA status and therefore would be unavailable to a third party.

Judge Draganchuk stated that as the ball started rolling on the RET initiative, it would have been helpful had the people behind it talked to them or to Court Administration and found out what data was available. Judge Draganchuk further stated it may have drastically changed the direction of the proposal.

Judge Draganchuk stated that confidential data could have been obtained, even with a third-party vendor, but there needed to be some sort of data sharing agreement where things needed to be scrubbed. Judge Draganchuk further provided examples that they could have information such as the offender was 26 years old but could not have the date of birth, or have data about a case but could not connect it to a case number or defendant name.

Judge Draganchuk further stated that it was possible, but required a lot of cooperation between the Court and the third-party data collector. Judge Draganchuk further stated that there needed to be a much bigger conversation about it because the information could be obtained and used, but through a bigger conversation.

Judge Draganchuk stated the 30<sup>th</sup> Circuit Court did not find out about the project until the day after the resolution passed through the Law & Courts Committee meeting on November 30, 2023. Judge Draganchuk further stated that the second thing they wanted to discuss was to define what was going to be studied and reported out with respect to sentencing.

Judge Draganchuk stated before they rushed headlong and explored paying a third-party vendor to gather the information the Committee needed to determine what they were measuring. Judge Draganchuk further asked if it was the length of sentences that were given and the number of days or months or years or if it was just the number of jail days or prison days.

Judge Draganchuk asked if they examined what kind of a sanction was given, for example, whether someone was given straight jail plus probation or if they went to prison. Judge Draganchuk further stated that those were all things they believed were meaningful and important to address before the Committee started paying for a vendor.

Judge Draganchuk stated they also had to ask if the data was collected on the first sentencing because people on probation could be sentenced five times over. Judge Draganchuk further stated that every time they returned from a probation violation, they were sentenced again.

Judge Draganchuk asked what the report would really be measuring and at what stage. Judge Draganchuk further stated that they really needed to define what they were going to examine and

have an understanding of the complex sentencing laws, otherwise they could end up measuring something that operated by law rather than something that actually reflected the Judge's sentencing preference.

Judge Draganchuk stated that was what they assumed RET was going after, actually measuring the Judge's sentencing preference. Judge Draganchuk further added that was excellent but wanted to talk about how they could actually do that.

Judge Draganchuk stated that was why they made a chart of their last 25 sentencings, found in the minutes as Attachment A, and everything in red in the chart was suppressed. Judge Draganchuk further stated that unless there was a data sharing agreement or a legally acceptable arrangement, those files were unavailable for analysis.

Judge Draganchuk further stated suppressed cases made up 35 percent of their last 25 sentencings. Judge Draganchuk further stated that they could not just not consider those suppressed files because that skewed the statistics.

Judge Draganchuk stated that those suppressed files were the ones that got treated under the YTA and were the low-level offenders, offense-wise and prior-wise. Judge Draganchuk further stated that they generally did not have prior convictions or had maybe one prior conviction or something like that.

Judge Draganchuk further stated suppressed cases all basically got no jail time. Judge Draganchuk further stated that they were going to totally skew the numbers if they were not able to count the suppressed files.

Judge Draganchuk stated that as they made the chart, they went back and pulled those files again to see what percentage of them were Black and what percentage of them were White offenders. Judge Draganchuk further stated if what they were going to measure was race impact, then it was important to know if the data was skewed and how much was skewed if they did not count those.

Judge Draganchuk further stated that 100 percent of those suppressed files were Black offenders. Judge Draganchuk further added that they were seriously skewing the numbers if the suppressed files were not being counted.

Judge Draganchuk stated that they could not count the suppressed files unless there was some method of working together with whomever was gathering the data. Judge Draganchuk referred to Attachment A and stated that everything in blue was a mandatory Michigan Department of Corrections (MDOC) sentence with sentencing guidelines.

Judge Draganchuk explained the guidelines from the MDOC to determine sentences they were required to make.

Judge Draganchuk stated if they had to send someone to prison to follow prison guidelines or mandatory minimum that did not reflect, even though it might have been consistent with, their independent sentencing discretion. Judge Draganchuk further stated that everything in black in

Attachment A was, by law, not eligible for a jail sentence where they could impose any sentence but jail.

Judge Draganchuk explained that was the meaning of the column titled “Legal effect of sentencing guidelines” found in Attachment A. Judge Draganchuk further stated that was what it meant under the law and what they had to do as far as a sentence went.

Judge Draganchuk stated that with the cases found in black, they had to presume they would not go to jail otherwise they had to find a reasonable basis to send them to jail. Judge Draganchuk further stated that was not easy and they could not just make something up, they had to be specific about how they could have overcome the presumption that they did not go to jail.

Judge Draganchuk stated that if they did not do it right, they could be checked by the Court of Appeals that would review it. Judge Draganchuk further stated they had to note when looking at people and how many days they went to jail, the Committee needed to look at Case 1 found in Attachment A.

Judge Draganchuk explained that it showed on that offender’s commitment that they served 19 days in jail and then got credit for those 19 days already served. Judge Draganchuk further stated that was another very important consideration because they did not impose 19 days in jail on that offender and never saw them while they were in jail.

Judge Draganchuk stated that the offender had gotten arrested for the offense and could not make bond for 19 days and sat in jail at the District Court level before they ever saw that offender. Judge Draganchuk further stated if the Committee hired someone who was assessing jail days per judge, it was important to know that the Judge did not give jail days to that offender, it happened because the offender could not make their bond for 19 days.

Judge Draganchuk, stated the cases where they actually had discretion were in green in Attachment A, and were called straddle cells when they scored the guidelines from the MDOC. Judge Draganchuk further explained the different level of sanctions they could make decisions on, guided by the MDOC guidelines.

Judge Draganchuk stated that in the sampling provided by Attachment A, there were ten cases where they could decide on a sanction because they fell into that straddle cell area. Judge Draganchuk further stated that seven of those ten cases had sentencing agreements or Killebrew agreements.

Judge Draganchuk further stated the prosecutor could plea bargain to a lesser charge or they could sentence bargain and that came from the case *People v Killebrew*, 1992. Judge Draganchuk further explained the history behind the case.

Judge Draganchuk stated in one of their previous cases, there was a defendant who made a Killebrew plea where they pled guilty to two counts of second degree murder and it had a cap of 30 years on their minimum sentence. Judge Draganchuk further stated due to the agreement made, they were not able to give that defendant any more or any less than 30 years in prison.

Judge Draganchuk stated that the Michigan Supreme Court sanctioned that judges were to accept the agreement if the defendant wanted it. Judge Draganchuk further stated that 97 percent of offenders wanted to plead guilty but also wanted to minimize their sentences.

Judge Draganchuk stated that in those cases the best philosophy was to accept the Killebrew agreement. Judge Draganchuk further stated they did not need to know the circumstances behind the agreement because it represented everyone who was involved in the decision making process and they could reject the agreement but that was not typical practice.

Judge Draganchuk stated, referring to Attachment A, three out of 25 of their last cases were not bound by law and they had full discretion on sentencing.

Judge Draganchuk stated that they endorsed the study and were not opposed to it, they just wanted it done completely accurately. Judge Draganchuk further provided an example of similar data collection that was done in Washtenaw County where it was not done accurately.

Judge Draganchuk further stated the State Court Administrative Office (SCAO) did their own study out of the University of Michigan and they did it for free. Judge Draganchuk further explained the process that SCAO and Washtenaw County Courts went through in conducting the study and criticisms that were made about it.

Judge Draganchuk stated they supported the proposal but wanted to be a part of it and help to create something that was meaningful. Judge Draganchuk further insisted that it included all of the data, including the sentencing agreements, and not have it broken down by individual judge.

Judge Draganchuk further stated that they wanted the Committee to go for it and offered to be the representative for the 30<sup>th</sup> Circuit Court in order to have a better dialogue, much like Washtenaw County. Judge Draganchuk further stated they always cared for equity across all groups but blindly collecting data was not the path and did not want it to be a waste of money.

Chairperson Morgan asked if there was a danger of the data being misrepresented by the media if there was a report being put out every year. Chairperson Morgan further stated that when they were a reporter, whatever was the easiest and most spoon-fed of whatever government source became gospel.

Chairperson Morgan asked if the County went ahead and only got the cases they could have gotten ahold of from a third-party, they would see that as a pitfall of the data not really telling the picture.

Judge Draganchuk stated absolutely and they assumed with the Washtenaw County study that they had gotten those suppressed files. Judge Draganchuk further stated that if Ingham County did not collect the suppressed file data, to imagine reading that report and not having the data that came from those files.

Judge Draganchuk stated they thought the public would be completely misled if the reports omitted that portion of the data.

Chairperson Morgan asked if it incentivized judges to make sentencing choices they might not usually make to meet the expected numbers for a year.

Judge Draganchuk stated that they wanted make a point that the Judiciary already had oversight on sentences with the Court of Appeals, the Supreme Court, sentencing guidelines, and all of those things. Judge Draganchuk further stated that was also why they believed the reporting should not be broken down by individual judge, as it could be misleading, especially in cases like the previously mentioned offender that had been jailed for 19 days before sentencing and then was given probation by the Judge.

Judge Draganchuk stated that it was better to do it with everyone together by looking at Justice in Ingham County, instead of identifying a particular judge who could be subtly influenced by that.

Chairperson Morgan stated that a few months prior, Judge Draganchuk brought in data about caseloads as they were talking about reorganization. Chairperson Morgan provided an example that was discussed at that time and how it could have been misconstrued by the media.

Chairperson Morgan asked who would provide that context in a report or how the context was going to be put together for the public.

Judge Draganchuk stated that if the County included all of the data in the reporting as suggested, then the public should have the context. Judge Draganchuk further stated if one read the Washtenaw County report, it had terms that a layperson could understand.

Judge Draganchuk further stated that the County would need to have a narrative report to explain the data the same way that the SCAO report did.

Commissioner Tennis thanked Judge Draganchuk for being there and stated that the resolution was not specific in how the County would go about the process. Commissioner Tennis further stated that the resolution set up a framework and all of the details and discussions that were brought up was what they were going to be doing moving forward once the resolution was adopted.

Commissioner Tennis further stated they were happy that SCAO and that Thomas Boyd, Michigan State Court Administrator and former 55<sup>th</sup> District Court Judge, were active and quoted quite frequently in the MLive article about Washtenaw County. Commissioner Tennis further stated that it was important to provide transparency as there was a sense in the country that justice was not fair, but hopefully that was not the case in Ingham County.

Commissioner Tennis stated that the end goal was to provide openness and transparency to the public so they knew they were all getting the same justice regardless of the color of their skin. Commissioner Tennis further stated that they agreed with Judge Draganchuk that the details needed to be managed.

Commissioner Tennis further stated that no one on the Board of Commissioners was an expert on criminal law and wanted input about how to have access to the data and being able to report what

was meaningful to not be easily skewed by the media. Commissioner Tennis further stated that Washtenaw County was going to be used as the model and SCAO was a great resource.

Judge Draganchuk stated that Michigan State University (MSU) was also a wonderful resource because they were already gathering data on juvenile offenders.

Commissioner Tennis stated that they understood that a large percentage of criminal sentencing was cookie cutter justice and the goal of RET was to make apple to apple comparisons for those outcomes. Commissioner Tennis further stated that they understood that those outcomes did not just rest with the judge because they also rested with the prosecutor and the Prosecutor's Office and provided an example of how people had different access to different levels of representation based off of their income levels.

Commissioner Tennis stated that it was valuable to show the citizens that the Law Enforcement Community was working to eliminate any sort of implicit bias from the Justice System.

Chairperson Morgan asked if those considerations should be put into the proposal for the RFP so that when vendors returned with proposals they were not blindsided by the additional context they should have had.

Commissioner Tennis stated that they envisioned the proposal to set the ball into motion when the work began. Commissioner Tennis further stated that they needed to have a Commissioner and other partners in the Judiciary to work with the RET in order to have a broader discussion.

Commissioner Tennis further stated that they wanted to have representatives from Washtenaw County or the University of Michigan be a part of those discussions. Commissioner Tennis further added it was only the beginning and no decisions had been made and apologized to Judge Draganchuk about leaving the Circuit Court out of the initial discussion, but it was only just the beginning.

Chairperson Morgan asked if the resolution allowed the RFP to be sent out or for it eventually to come together and it would come back before the Committee before proposals were sought.

Discussion.

Chairperson Morgan asked if Judge Draganchuk wanted to add input to the RFP's scope of services that needed to be addressed.

Judge Draganchuk confirmed and stated that those issues needed to be addressed because they needed to make sure the vendors had all of the information in the RFP.

Commissioner Grebner stated that they read the resolution and that they presumed there was a lot more discussion to be had.

Judge Draganchuk stated that they wanted to save the County money.

Commissioner Tennis stated that if there was an organization that wanted to do it for free, that was probably the way they wanted to go.

Chairperson Morgan asked for clarification on whether the Court could get the income level information.

Judge Draganchuk stated that income levels were only found in the presentence reports and suggested that income levels not be in the resolution.

Chairperson Morgan recommended an amendment to strike that if they wanted to pass the resolution.

Judge Draganchuk stated that it also was self-reported and not very reliable.

Commissioner Grebner stated that there were other sources of information in order to gain income information from commercially available sources. Commissioner Grebner further stated that they did not have to specify what they were going to look for because some of the ideas worked and some of them did not.

Commissioner Grebner further stated that thousands of people were involved in criminal justice in the County and there was a lot of data with things to learn from. Commissioner Grebner further stated that they knew data and sociological research and methods, and this project was not unworkable and it was a situation where a lot of interesting conclusions could be drawn that could be valid.

Commissioner Grebner further stated that there were some design specifications that needed to be made so as to not leave anyone out, as it appeared everyone wanted to work together. Commissioner Grebner further stated the controversial point they would like to make was that DEI was one aspect of this, but they thought a discussion should be had about generally collecting data to know what the County did, as it had never been examined.

Commissioner Grebner stated that they wanted to look and see what was found out from collecting data, as it may involve some of the demographics described in the resolution, but it also might involve other things. Commissioner Grebner further stated that the County should collect standardized data and collect it professionally, as the information was management information that could help the County run different County departments.

Commissioner Grebner stated that there were 18 or 19 Judges on different benches County-wide, and it was important for the data collection to take advantage of the random-draw cases to allow valid comparisons to be made. Commissioner Grebner further stated that the data collection needed to pay attention to how cases were assigned in a Court or between judges that were receiving the same kinds of cases, to make valid comparisons.

Commissioner Grebner stated that they plead for statistical and methodological rigor with this data collection, as they wanted it to be real statistics being determined at a university level as real

methodological work. Commissioner Grebner further stated they would like this applied to real policy.

Commissioner Grebner stated they doubted the media interest would amount to anything and there may be a report out there, but there was no longer any real media out there. Commissioner Grebner further stated that articles did not make much difference.

Commissioner Grebner stated that they had done similar work with the randomly assigned cases to multiple judges, especially where there were parallel assignments. Commissioner Grebner further stated that over the course of ten consecutive years, they had sampled the number of individuals each judge had in juvenile detention, and one judge had roughly 17 people in juvenile detention while another had roughly seven.

Commissioner Grebner further stated that the Judge with 17 people in juvenile detention also had more people in out-of-state placements. Commissioner Grebner further stated that they were not saying whether it was right or wrong, and no one had taken the steps to address it, but the detention amounts were different.

Commissioner Grebner further stated the County should have understood at the time that the juvenile detention facility overcrowding was a result of judicial discretion and further provided an example of different judges' discretion and case assignments, and how it affected detention rates.

Chairperson Morgan asked if there were any adjustments or changes that Commissioner Grebner wanted to make to the resolution.

Commissioner Grebner stated they wanted to influence the way it was carried out and the spirit of it being carried out. Commissioner Grebner further stated they did not want to make changes to the language.

Commissioner Johnson thanked Judge Draganchuk for speaking and everyone else for the comments they made. Commissioner Johnson further stated that 90 percent of the information that the Judge shared, they had no idea what was being said but it was a blessing that they were there.

Commissioner Johnson further stated there were four Commissioners present that were a part of the RET, and they invited Judge Draganchuk to attend an RET meeting. Commissioner Johnson further stated that it was possible the RET members and those that drafted the resolution were not aware they could have come to the Courts, and asked the Judge to show them the way.

Discussion.

Judge Draganchuk stated they would love to attend a meeting.

Commissioner Maiville stated that they thought the income part of the data collection could come from whether or not the defendant was using the Public Defender system. Commissioner Maiville stated they also thought the County might also be able to look at who was using the lawyers of last resort before the Public Defender's Office was established in the County.



Chairperson Morgan stated that if it was not ironclad, it was not data. Chairperson Morgan further stated that their concern with the resolution was the references in the Therefore Be It Resolved clause to data points that would be difficult to collect, and also assumed cooperation from 54A and 54B District Courts.

Commissioner Grebner stated that if the County approached the District Courts, it would not be too much of a problem. Commissioner Grebner further stated that SCAO and the Supreme Court made it clear that District Courts must cooperate with their funding bodies and did not think either of the District Courts would be antagonistic.

Discussion.

Commissioner Tennis stated their first action after the resolution was adopted was to call Boyd to ask them to assist in convening a work group for this purpose.

Chairperson Morgan recommended friendly amendments to the resolution.

Discussion.

THE RESOLUTION WAS AMENDED AS FOLLOWS:

**RESOLUTION TO ISSUE A REQUEST FOR PROPOSALS TO CREATE AN ANNUAL REPORT ON CRIMINAL JUSTICE DATA FOR INGHAM COUNTY**

THEREFORE BE IT RESOLVED, that Ingham County will **work with Ingham County Courts on a proposal** ~~prepare a request for proposal~~ for third-party entities to create and operate a criminal justice monitoring system that will cover district and circuit courts operating in Ingham County and track prosecution and sentencing outcomes based on defendant demographic data. ~~including, but not limited to, race, gender, age, and income level.~~

These were considered friendly amendments.

THE MOTION TO APPROVE THE RESOLUTION, AS AMENDED, CARRIED UNANIMOUSLY. Absent: Commissioners Polsdofer and Sebolt.

Discussion.

18. Controller/Administrator Office
  - c. Resolution to Adopt the 2024 – 2028 Strategic Plan

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

Commissioner Maiville stated they pulled the resolution because it was a late item and they were a member of the taskforce that was trying to get it approved by the end of the year. Commissioner Maiville further stated that a lot of work was put into the strategic plan.

Chairperson Morgan stated that by its nature, it was difficult to plan for specific events and anticipate funding, therefore the 2024-2028 Strategic Plan was drafted to guide the Commissioners versus dictate the decisions needed to be made. Chairperson Morgan further stated that they refocused on community feedback and the ability to serve the people.

Chairperson Morgan stated they wanted to bring everything away from the government lingo and wanted to focus on the people business. Chairperson Morgan further stated that the new plan strived to do that, and they thought that the new plan did a good job, given the constraints.

Commissioner Grebner stated that they were all in favor of strategic plans, but before, the plans had largely been ideas that were brought up and pushed through. Commissioner Grebner further provided examples of different plans that projects originated from and had been pushed through.

Chairperson Morgan stated that was why this plan was so broad.

Commissioner Grebner stated that they did not mind that.

Commissioner Tennis stated that it was very valuable and appreciated the efforts that were made in creating the plan. Commissioner Tennis further stated that they did not want to create a strategic plan because it could be laborious, but it was valuable because it provided one set of ideologies.

Commissioner Tennis further stated that it was very broad and reflected on the Commissioners very well.

Chairperson Morgan stated that no one knew what the County Government did and wanted to look at it to get a general gist of what they did. Chairperson Morgan further stated that it was time to freshen it up because it was a little hard to understand and they tried to make things as clear as possible.

Commissioner Maiville stated that there was a lot of staff and Department Head input, which laid the groundwork for the taskforce to create the strategic plan.

Chairperson Morgan stated that it was a good crash course on County Government and they were proud of it. Chairperson Morgan further stated that they enjoyed and appreciated the experience.

Commissioner Johnson stated that it was a learning experience where they felt they were in college again in a group project with the consultant being the professor.

Chairperson Morgan stated that they appreciated Jared Cypher, Deputy Controller, going through the document and correcting the random capitalizations.

THE MOTION TO APPROVE THE RESOLUTION CARRIED UNANIMOUSLY. Absent: Commissioners Polsdofer and Sebolt.

19. Board Referral – Notice of Public Information Meeting from the City of East Lansing Regarding Projects Completed and Future Plans in the Downtown Development Authority (DDA) District

Chairperson Morgan stated the Board Referrals would be placed on file.

#### Announcements

Commissioner Maiville apologized to the Recording Secretary for saying this would probably be a quick meeting. Commissioner Maiville stated this was the last Finance Committee meeting of the year, and thanked Chairperson Morgan for their leadership and staff for making the Commissioners' jobs easy.

Commissioner Tennis stated agreement with Commissioner Maiville's appreciation.

Commissioner Johnson asked those present for a moment of silence or prayer for Commissioner Polsdofer.

Chairperson Morgan stated that Commissioner Polsdofer was moving to the rehabilitation center and doing better every day, and they would soon be bringing them a book.

Commissioner Peña stated that Meridian Township, the County Parks Director, Commissioners Pawar and Polsdofer, and others had worked on the MSU Connector bike path. Commissioner Peña further stated that there would be a ribbon cutting for the path on Friday, December 8, 2023 at noon at the MSU Community School of Music on Hagadorn Road.

Discussion ensued regarding the trails projects initiatives that Commissioners had advocated for over the years.

Chairperson Morgan thanked the Committee for the honor of Chairing, this year. Chairperson Morgan further stated that the last time they had been Chairperson of the Finance Committee had been 2020, which had been a weird year, and this year was much less weird and a much better year to be in the role.

Chairperson Morgan stated they looked forward to relinquishing the gavel to Commissioner Grebner in January.

Discussion.

#### Public Comment

None.

#### Adjournment

The meeting was adjourned at 7:40 p.m.

ATTACHMENT A: The Honorable Judge Draganchuk's summary of their last 25 sentences as of December 6, 2023.

<b>Red = suppressed file</b> <b>Blue = mandatory MDOC sentence</b> <b>Green = Straddle cell guidelines (option for jail or MDOC sentence)</b>					
	Conviction offense and max penalty	Sentencing agreement	Sentencing guidelines (in months)	Legal effect of sentencing guidelines	Sentence
1	Attempt failure to pay child support (2-year)	None	0-6	Probation or any sanction other than jail	36 mos. probation 19 days/credit 19 days
2	3 <sup>rd</sup> degree fleeing & eluding (5-year)	None	0-11	Probation or any sanction other than jail	24 mos. probation 1 day/credit 1 day
3	Possession <25 grams c/s (4-year)	No up front jail	2-17	Probation or any sanction other than jail	24 mos. probation 1 day/credit 1 day
4	Felon in possession of a firearm & habitual 2 <sup>nd</sup> (7 ½ -year)	No up front jail	5-28	Probation with jail or MDOC sentence	18 mos. probation 2 days/credit 2 days
5	Possession <25 grams c/s (4-year) and resisting & obstructing (2-year)	No up front jail	0-11 and 0-17	Probation or any sanction other than jail	18 mos. probation 2 days/credit 2 days 8 days/credit 8 days
6	2 <sup>nd</sup> degree murder (life/term of yrs.) and reckless driving causing death & habitual 3 <sup>rd</sup> (30-year)	None — jury trial	315-787 and 58-171	Mandatory prison	420-960 mos. MDOC 171-360 mos. MDOC
7	Attempt carrying a concealed weapon (2 ½ -year)	No up front jail	0-1	Probation or any sanction other than jail	18 mos. probation 1 day/credit 1 day
8	Carrying a pistol in an auto (5-year)	No up front jail	0-3	Probation or any sanction other than jail	18 mos. probation 1 day/credit 1 day
9	Carrying a pistol in an auto (5-year) and domestic A&B (93-day misdemeanor)	No up front jail (withdrawn for misconduct)	0-9	Probation or any sanction other than jail	24 mos. probation 93 days/credit 59 days/credit 61 days/credit 61

10	Felony assault	No up front jail	0-9	Probation or any sanction other than jail	36 mos. probation 12 days/credit 12 days
11	1° CSC on a child (25-year mandatory minimum) and 2° CSC (15-year)	None — jury trial	108-180 36-71	Mandatory minimum supersedes guidelines	300-600 mos. MDOC 71-180 mos. MDOC Credit 469 days
12	Aggravated domestic A&B (1-year misdemeanor)	No up front jail	Not applicable to misdemeanors	Probation and/or jail	18 mos. probation 2 days/credit 2 days
13	Stealing a financial transaction device (4-year)	No up front jail	0-1	Probation or any sanction other than jail	18 mos. probation 1 day/credit 1 day
14	Possession <25 grams controlled substance	No up front jail	2-17	Probation or any sanction other than jail	24 mos. probation 4 days/credit 4 days
15	Carrying a concealed weapon	No up front jail	0-3	Probation or any sanction other than jail	12 mos. probation 2 days/credit 2 days
16	Carrying a pistol in an auto and resisting & obstructing & habitual 2 <sup>nd</sup> (7 ½ -year and 3-year)	No more than 18 mos. on the low end of sentence to run at same time as MDOC sentence currently serving	10-28 5-28	Probation with jail or MDOC sentence	16-90 mos. MDOC 16-36 mos. MDOC Credit 14 days
17	Carrying a concealed weapon	None — jury trial	5-23	Probation with jail or MDOC sentence	24 mos. probation 2 days/credit 2 days
18	Assault by strangulation (10-year) and domestic A&B (93-day misdemeanor)	None	5-23	Probation with jail or MDOC sentence	24 mos. probation 97 days/credit 97 days 93 days/credit 93 days
19	Carrying a pistol in an auto (5-year) and felon in possession of a firearm (5-year)	No more than 12 mos. jail	7-23 7-23	Probation with jail or MDOC sentence	24 mos. probation 90 days/credit 0 (consecutive to parole sentence currently serving)

20	2 counts resisting & obstructing (2-years)	No up front jail (withdrawn for misconduct)	2-17	Probation with jail or MDOC sentence	16-24 mos. MDOC 16-24 mos. MDOC Credit 56 days
21	Assault by strangulation (10-year)	No up front jail	5-25	Probation with jail or MDOC sentence	24 mos. probation 140 days/credit 140 days
22	Carrying a pistol in an auto (5-year)	Concurrent with sentence being served in Eaton Co.	10-23	Probation with jail or MDOC sentence	115 days/credit 115 days
23	Uttering and publishing (14-year)	No up front jail	5-23	Probation with jail or MDOC sentence	24 mos. probation 2 days/credit 2 days
24	Carrying a pistol in an auto (5-year)	No up front jail	0-6	Probation or any sanction other than jail	6 mos. probation 4 days/credit 4 days
25	Possession of methamphetamine (10-year) and receiving & concealing a stolen firearm (10-year)	No more than 12 mos. to run concurrently with prison sentence currently serving	10-23 9-23	Probation with jail or MDOC sentence	365 days/credit 40 days

**JANUARY 17, 2024 FINANCE AGENDA  
STAFF REVIEW SUMMARY**

**RESOLUTION ACTION ITEMS:**

**The Controller's Office recommends approval of the following resolutions:**

**1a. Treasurer's Office – *Resolution to Provide Funding for Low Income Tax Preparation***

This resolution approves funding through the Delinquent Tax Fund in the amount of \$20,000 in 2024 for the Capital Area United Way Volunteer Tax Assistance (VITA) income tax program.

**1b. Treasurer's Office – *Resolution to an Adopt Ingham County Citizen Participation Plan for Community Development Block Grant (CDBG) Funding***

This resolution adopts a County Citizen Participation Plan for a MSHDA CDBG Housing Improving Local Livability Program grant, which has been reserved with the County for up to \$500K. The Citizen Participation Plan will:

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

See memo for details.

**1c. Treasurer's Office – *Resolution to Approve the Policies and Procedures for Affordable Housing Development Gap Subsidy Grants for New Construction and Rehab Projects Utilizing Housing Trust Fund Dollars***

This resolution approves policies and procedures, which were also approved by the Housing Trust Fund, for affordable housing grant recipients through the Housing Trust Fund Grant program. These policies and procedures will ensure that recipients follow the federal ARPA guidelines.

See memo for details.

**1d. Treasurer's Office – *Resolution Authorizing the 2024 Administrative Fund***

**1e. Treasurer's Office – *2024 Borrowing Resolution (2023 Delinquent Taxes)***

These resolutions will authorize the borrowing of funds in order to pay local taxing units within the County their shares of delinquent property taxes in anticipation of the collection of those taxes by the Treasurer. They will also authorize the establishment of a revolving fund for this purpose. This process is approved annually by the Board of Commissioners.

2. **Drain Commissioner** – *Resolution Reaffirming Resolution #22-204 and Adopting Revised Memorandum of Agreement Governing the Greater Lansing Regional Committee for Stormwater Management Dated September 11, 2023*

This resolution reaffirms the commitment and adopts a revised agreement with the Greater Lansing Regional Committee for Stormwater Management.

See memo for details.

3. **Circuit Court – Juvenile Division** – *Resolution to Authorize Contracts for Lawyer Guardian Ad Litem Representation*

This resolution authorizes contracts with attorneys for Lawyer Guardian Ad Litem services for 2024. The lawyers and assigned judges include:

- Michael Staake for Judge Lisa McCormick - \$48,222.54
- Kaitlin Fish for Judge Richard Garcia - \$48,222.54
- Michael Van Huysse for Judge Shauna Dunnings - \$48,222.54
- Kaitlin Fish for Judge Morgan Cole – 48,222.54

Funding is through a Michigan Department of Health and Human Services grant and also includes \$2,000/lawyer for web-based legal research and court rules.

See memo for details.

4a. **9-1-1 Central Dispatch** – *Resolution to Authorize the Renewal of ProQA Medical Software Licenses and Support from Priority Dispatch for the Ingham County 9-1-1 Center*

This resolution authorizes the renewal of ProQA medical software licenses and support from Priority Dispatch. The 9-1-1 Center needs to renew eight (8) system licenses and four (4) backup software licenses.

Funding for the \$12,600 expense is available in the 9-1-1 Fund.

See memo for details.

4b. **9-1-1 Central Dispatch** – *Resolution to Authorize a Contract Renewal of Scheduling Software/Services for the 9-1-1 Center*

This resolution authorizes a contract renewal with Pace Scheduler for scheduling software for 9-1-1. The yearly contract with Pace Scheduler includes service, training, support, and upgrades for a 12-month term running from March 7, 2024 to March 6, 2025, at a cost of \$4,800. Pace Scheduler is also offering the option with a multi-year contract to freeze the rate of \$4,800 for an additional 12 months (March 7, 2025 to March 6, 2026). The payment of \$9,600 would be due upfront to lock in the no-increase rate.

Funding for the \$9,600 expense is available in the 9-1-1 Emergency Telephone Dispatch Services fund.

See memo for details.



5. **Elder Services Millage** – *Resolution to Authorize a Contract with Tri County Office on Aging for Elder Services Millage Eligible Services*

This resolution authorizes a 2024 contract with Tri County Office on Aging (TCOA) to utilize Elder Services Millage funds for millage eligible services, as set forth in the attachment. These services include:

- Meals on Wheels
- In-Home Services
- Chore Services
- Healthy Aging and Wellness Activities
- Crisis Services
- Non-Covered Medical Needs
- Information & Assistance Services
- Legal Services

The contract will not exceed \$2,704,224 from the Elder Services Millage, and sufficient funds are available from the Elder Services Millage.

6. **Community Mental Health Authority** – *Resolution to Authorize a Contract with the Community Mental Health Authority of Clinton, Eaton and Ingham Counties for Health Services Millage Eligible Services*

This resolution authorizes a FY 2024 Health Services Millage agreement with Community Mental Health (CMH). The scope of services to be covered is included in the document attached to the resolution. The resolution authorizes a contract not to exceed \$1,614,924 with CMH for services provided to Ingham County residents for the period of October 1, 2023 through September 30, 2024. Funds are included in the 2024 budget for this contract.

7a. **Parks Department** - *Resolution to Authorize the Transfer of Funds from TR081 to TR061 for the Emergency Purchase of Asbestos Abatement at Lake Lansing Park South Restroom*

This resolution authorizes the transfer \$14,990 of remaining unused contingency funds from line item 228-62800-967000-TR081 into line item 228-62800-967000-TR061 for the asbestos abatement at Lake Lansing Park South.

7b. **Parks Department** - *Resolution to Adopt Fees for Food Truck Vendors that Participate in County Sponsored Events at the Ingham County Parks*

This resolution adopts the following food truck vendor fees for Parks sponsored events:

- \$40 fee for less than 4 hours
- \$75 fee for any session longer than 4 hours per day

7c. **Parks Department** - *Resolution to Authorize an Agreement with Spicer Group, Inc. for Prime Professional Services for Preparation and Submittal of a TAP Grant and Preliminary Engineering for the Holt to Mason Trail*

This resolution authorizes an agreement with Spicer Group, Inc. for prime professional services for the preparation and submittal of a TAP grant and preliminary engineering for the Holt to Mason Trail, moving

forward with the crossing over US-127 at Howell Rd. The agreement will not exceed \$230,000 and the resolution also authorizes an additional 10% contingency. Funding is available in the Parks Department budget.

**7d. Parks Department - Resolution to Authorize an Agreement with Spicer Group, Inc for Prime Professional Services for Improvements at Lake Lansing Park North**

This resolution authorizes an agreement with Spicer Group, Inc. for the topographical survey, design development, bidding phase, grant administration, and construction administration for improvements of Phase 2 and 3 trail improvements at Lake Lansing Park North for an amount not to exceed \$228,600, effective upon execution for a period of two years. The resolution also authorizes an additional 10% contingency. Funding is available in the Parks Department budget.

**8a. Health Department - Resolution to Authorize Amendment #1 to the FY23 – 24 Emerging Threats Master Agreement with the Michigan Department of Health and Human Services for the Delivery of Public Health Services under the Master Agreement**

This resolution authorizes Amendment #1 to adjust grant funding levels and clarify agreement procedures. This amendment will increase the 2023-2024 original grant agreement from \$1,460,045 to \$1,570,045, an increase of \$110,000. The revised resolution makes the following specific change to the budget: COVID Workforce Development: increase of \$110,000 from \$0.00 to \$110,000.

**8b. Health Department – Resolution to Amend Resolution #23-087 with Michigan Public Health Institute for Administrative Support to Operate the Lansing/Ingham Peacemaker Fellowship ®**

This resolution amends the agreement with MPHI approved via Resolution #23-087 by \$170,000 for additional administrative support to Advanced Peace Lansing/Ingham County. These additional funds will provide for travel and registrations for staff conferences and training and will provide the Peacemaker Fellowship ® LifeMAP Allowances and Horizon-Building Journeys. The program helps build and sustain local community capacity to interrupt gun violence and saves lives and reduces the life-altering trauma experienced by people living in the impacted communities and by the service providers who support them.

See memo for details.

**8c. Health Department – Resolution to Authorize an Agreement with Michigan Public Health Institute for Administrative Support to Operate Year Three of the Lansing/Ingham Peacemaker Fellowship ®**

This resolution authorizes a third year of the agreement with MPHI for administrative support to operate the Lansing/Ingham Peacemaker Fellowship. Total funding for Year 3 is \$513,339 and is included in the Advance Peace Lansing budget.

See memo for details.

**8d. Health Department – Resolution to Amend Resolution #23-586 Authorizing an Agreement with MSU Health Care, Inc for Pediatric Physician Services**

This resolution authorizes amending Resolution #23-586 to include a 3.0% rate increase in the second, optional year of the agreement, effective January 1, 2024 through December 31, 2024 in an amount not to exceed \$35,041.05. Funding for the increase will be covered by billable services.

**8e. Health Department – Resolution to Authorize the Creation of a Community Health Worker - Pathways to Housing Position**

This resolution authorizes creating a *Community Health Worker – Pathways to Housing* full-time position, a United Auto Workers (UAW) - Grade E (2024 Salary Range \$40,195.44 to \$47,911.34) effective January 24, 2024 through September 30, 2024, to support clients with housing needs. This is a grant-funded position.

**8f. Health Department – Resolution to Authorize Subcontracts Awarding 13 Mini-Grants to Address COVID-19 Related Inequities and Risk Factors Among Black, Indigenous and People of Color**

This resolution awards 13 mini-grants to community partners in an amount not to exceed \$163,104.01, effective December 1, 2023 through May 31, 2024 through the Regional Health Equity Council. Mini-grants will be used to address COVID-19-related inequities and risk factors among Black, Indigenous and People of Color (BIPOC). Mini-grantees were selected from a pool of applicants by the Regional Health Equity Council. Mini-grants are funded by a grant from the Michigan Public Health Institute (MPHI) and the Michigan Department of Health and Human Services (MDHHS) accepted in Resolution #23-510. Mini-grantees and subcontract amounts are:

1. Ingham Health Plan Corporation - \$4,972.50
2. North Star Birthing Services, LLC - \$14,400
3. YMCA of Metropolitan Lansing - \$6,000
4. East Side Community Action Center - \$7,500
5. Union Missionary Baptist Church - \$13,000
6. Lansing Latino Health Alliance - \$13,400
7. L-Town Jubilee - \$13,000
8. Jane Kramer ((individual) for Sugar Smart Coalition) - \$16,000
9. LMTS Community Outreach Center - \$15,000
10. Lansing Community Development Incorporation - \$16,000
11. Northwest Lansing Healthy Communities Initiative d/b/a Northwest Initiative - \$14,531.51
12. Punks with Lunch Lansing - \$14,500,
13. The Firecracker Foundation - \$14,800.

**8g. Health Department – Resolution to Authorize COVID-19 Regional Health Equity Council Backbone Organization Grant Subagreements with the Capital Area Health Alliance and TCB Consulting, LLC**

This resolution authorizes entering into subcontracts with CAHA, in an amount not to exceed \$143,900, and TCB Consulting, LLC, in an amount not to exceed \$6,700, for the COVID-19 Regional Health Equity Council Backbone Organization Grant from MPHI and MDHHS, effective October 1, 2023 through May 31, 2024.

**8h. Health Department – Resolution to Authorize Agreements with Southeastern Michigan Health Association to Act as the Fiduciary/Payee for Agency Funding**

This resolution authorizes an agreement with Southeastern Michigan Health Association (SEMHA) to act as a Medicaid Outreach Match Partner effective October 1, 2023 through September 30, 2024 in an amount not to exceed \$1,246,418.

**8i. Health Department – Resolution to Authorize the Creation of an Advance Peace Resource Navigation Program Specialist**

This resolution authorizes creating an Advance Peace Resource Navigation Program Specialist full-time position, a United Auto Workers (UAW) - Grade F (2024 Salary Range \$42,469.01 to \$50,645.23), effective January 24, 2024 through February 28, 2025, to assist the Neighborhood Change Agents (NCAs) and support the program's fellows by connecting them to specific health programs and community resources designed to meet the needs connected to SDOH. This is a grant-funded position.

See memo for details.

**9a. Road Department – Resolution to Authorize Purchase Orders for 34CS Slag, CS-T Trap Rock, 34CS Trap Rock, 29A Crushed Limestone, H1 Limestone, and Ohio #9 Aggregates**

This resolution authorizes purchase orders to the following firms for various Road Department aggregates including:

- Yellow Rose Transport - 34CS Slag, CS-T Trap Rock, 34CS Trap Rock, and H1 Limestone
- Stoneco of Michigan - 29A Crushed Limestone and Ohio #9 Aggregate

Funding is available in the 2024 Road Department budget.

See memo for details.

**9b. Road Department – Resolution to Authorize Purchase Orders for Processed Road Gravels, Various Crushed Aggregates, Class 2 Sand, and Winter Maintenance Sand**

This resolution approves purchase orders with the following firms on an as-needed basis for processed road gravels, various crushed aggregates, Class 2 sand, and winter maintenance sand:

- Sunrise Aggregates located at 2100 Swan Rd, Dansville, Michigan 48819
- Stoneco of Michigan located at 3700 Patterson Rd, Middleville, Michigan 49333
- Crandell Bros Trucking located at 800 Island Hwy, Charlotte, Michigan 48813

Funding is available in the 2024 Road Fund budget.

See memo for details.

**10a. Human Resources – Resolution to Approve UAW TOPS and ICEA Court Professional Reclassification Requests**

This resolution approves various UAW TOPS, ICEA Court Professional reclasses.

See memo for details.

**10b. Human Resources** – *Resolution to Authorize the Transfer of the Human Resources Department Budget Line Item for Employee Service Awards to the Diversity, Equity, and Inclusion Office*

This resolution approves the transfer of the employee service awards budget from HR to DEI, with the service awards being presented at the annual DEI luncheon, which will be in June of 2024.

See memo for details.

**10c. Human Resources** – *Resolution to Approve Reclassification of the UAW TOPS Public Defender's Office Clerk Levels II & III*

This resolution approves the reclassification of UAW TOPS Public Defender's Office levels II and III from UAW E to G for Clerk II and UAW F to H for Clerk III.

See memo for details.

**11a. Controller's Office** - *Resolution to Authorize a Contract with Big Brothers Big Sisters Michigan Capital Region to Provide Administrative Oversight and Programming Leadership to the Capital Area Mentoring Partnership Program*

This resolution authorizes a contract with Big Brothers Big Sisters Michigan Capital Region (BBBSMCR) for the Capital Area Mentoring Partnership Program (CAMP). The contract will not exceed \$23,750 for the time period of January 1, 2024 through December 31, 2024. Funds for this contract are included in the 2024 budget.

**11b. Controller's Office** – *Resolution Authorizing an Agreement with the Ingham Conservation District*

This resolution authorizes the 2024 agreement with the Ingham Conservation District in the amount of \$10K for operational funding in support of education and outreach, conservation-oriented events, vehicle and property maintenance, and office support. Funding was included in the 2024 County budget.

See memo for details.

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

WHEREAS, the Capital Area United Way (CAUW) coordinates a Volunteer Income Tax Assistance (VITA) income tax preparation program for low and moderate income citizens; and

WHEREAS, the VITA effort has successfully assisted thousands of low and moderate income taxpayers and helped achieve annual refunds of almost \$4 million dollars, including substantial amounts from the Earned Income Tax Credit; and

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

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

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

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes funding for the CAUW's VITA coordination efforts in 2024 of \$20,000 from the Delinquent Tax Administration fund (516-25601).

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

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

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

TO: County Services and Finance Committees

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

DATE: January 5, 2024

SUBJECT: Board of Commissioners Resolution to adopt revised Ingham County Citizen Participation Plan for implementation of Community Development Block Grant (CDBG) Housing Improving Local Livability Program funds

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**BACKGROUND**

The Michigan State Housing Development Authority (MSHDA) has issued a reservation of funding for Ingham County for the amount of \$500,000 in Community Development Block Grant (CDBG) Housing Improving Local Livability (CHILL) Program funds to support project activities described in the County’s application for funds, authorized by Resolution #23-492.

All local units of government applying for CDBG funds must adopt a Citizen Participation Plan that meets requirements under 24 CFR Part 570.486(a). Before receiving CDBG funds, local units of government must adopt local plans that, at minimum, ensure residents will be given reasonable and timely access to local meetings, furnish citizens with information and records on proposed/actual uses of Program funds, provide reasonable notice for and hold a minimum of two public hearings, and provide a process for complaints and grievances.

To meet this requirement upon application, Ingham County adopted MSHDA’s Citizen Participation Plan by Resolution #23-493. Before entering into an Agreement with MSHDA, Ingham County must adopt its own Citizen Participation plan. The enclosed Ingham County Citizen Participation plan has been developed to meet the requirements of the CDBG Housing Improving Local Livability (CHILL) Program.

**FINANCIAL IMPACT**

None Immediately. CHILL Program funds up to the amount of \$500,000 have been reserved for Ingham County in support of project activities described in the application.

**RECOMMENDATION**

The recommendation is that the Ingham County Board of Commissioners authorize adoption of the Ingham County Citizen Participation Plan compatible with Michigan CDBG CHILL Program requirements. This resolution will replace Resolution #23-493 to Adopt the Michigan Housing Development Authority Citizen Participation Plan in Order to Apply for Michigan Community Development Block Grant Funding.

Introduced by County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO ADOPT AN INGHAM COUNTY CITIZEN PARTICIPATION PLAN FOR MICHIGAN COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING**

WHEREAS, the Ingham County Board of Commissioners authorized through Resolution #23-492 submission of an application to the Michigan State Housing Development Authority (MSHDA) for the Community Development Block Grant (CDBG) Housing Improving Local Livability (CHILL) Program, resulting in a reservation of up to \$500,000 of program funds requested; and

WHEREAS, the Ingham County Board of Commissioners adopted MSHDA's Citizen Participation Plan through Resolution #23-493 upon application for CHILL Program funds; and

WHEREAS, prior to receiving program funds, Ingham County must develop and adopt a Citizen Participation plan to meet the citizen participation requirements under 24 CFR Part 570.486 (a); and

WHEREAS, at minimum, this citizen participation plan must include provisions that:

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

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners does hereby adopt the attached Ingham County Citizen Participation Plan.

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



**INGHAM COUNTY CITIZEN PARTICIPATION PLAN**  
**CDBG Housing Improving Local Livability Program**  
**JANUARY 2024**

1. Ingham County will provide citizens with reasonable notice and opportunity to comment on the CDBG Housing Improving Local Livability (CHILL) Program grant application and any substantial amendments. Reasonable and timely notice [at least 5 days] will be given through a public notice in a newspaper(s) with general circulation. The notice will clearly provide the name and address of the person responsible for receiving these comments. Reasonable notice will be given to the public for non-substantial amendments by a direct mailing to current program participants and by request to other interested parties. A minimum of two public hearings will be held for the purpose of obtaining resident's views and responses to the program.
2. Citizens will be encouraged to participate, and the following information will be furnished:
  - a. The amount of CDBG funds expected to be made available for the current fiscal year (including the grant and anticipated program income);
  - b. The range of activities that may be undertaken with the CDBG funds;
  - c. The estimated amount of the CDBG funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate-income persons; and
  - d. The proposed CDBG activities likely to result in displacement, if any, and the County's anti-displacement and relocation plans.
3. Ingham County will consider any comments or views of citizens received in writing, if any, in preparing any substantial amendment to the CDBG CHILL Program. A summary of these comments shall be attached to the substantial amendment to the Program.
4. Residents will be given reasonable and timely access to local meetings, consistent with accessibility and reasonable accommodation requirements in accordance with Section 504 of the Rehabilitation Act of 1973 and the regulations at 24 CFR part 8, and the Americans with Disabilities Act and the regulations at 28 CFR parts 35 and 36, as applicable, as well as information and records relating to the unit of local government's proposed and actual use of CDBG funds.
5. All public meetings will be publicized and conducted according to the requirements of the Michigan Open Meetings Act, Public Act 267 of 1976, MCL 15.261 – 15.275.

**Performance Reports**

1. Citizens shall be provided with a reasonable notice and opportunity to comment on program performance as required by the CDBG CHILL Program. Reasonable notice shall be given in the form of an announcement in one or more newspapers of general public circulation.
2. Ingham County shall consider any comments received in writing or orally when preparing the performance report. A summary of these comments shall be attached to the performance report.

**Availability to the Public**

The CDBG CHILL Program grant proposal, as authorized by the Ingham County Board of Commissioners, and any substantial amendments and performance reports shall be available to the public, including the availability of materials in a form accessible to persons with disabilities, upon request. These documents shall be available upon request to members of the general public through the Treasurer's Office, 341 S. Jefferson, P.O. Box 215, Mason, MI 48854 or by email: [treasurer@ingham.org](mailto:treasurer@ingham.org).

**Access to Records**

The County shall provide citizens, public agencies, and other interested parties with reasonable and timely access to the County's use of assistance under the program. All program records will be available to the public through the procedures of the Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231 – 15.246.

**Complaints**

Ingham County shall provide a timely, written response to every citizen complaint or grievance, within 15 working days where practicable, to complaints received from citizens on the CDBG CHILL Program. Complaints can be address to The Treasurer's Office, 341 S. Jefferson, P.O. Box 215, Mason, Michigan, 48854; or by phone to (517) 676-7220; or by email at [treasurer@ingham.org](mailto:treasurer@ingham.org). Hours of operation are Monday through Friday, 8:00 a.m. to 5:00 p.m.

**Use of the Citizen Participation Plan**

Ingham County assures that it will follow this Citizen Participation Plan.

TO: County Services and Finance Committees

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

DATE: January 5, 2024

SUBJECT: Approval of Policy and Procedures for Affordable Housing Development Gap Subsidy Grants using Housing Trust Funds

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**BACKGROUND**

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

ARP regulations allow for assistance or subsidy to go the development of housing that will be affordable for those with incomes at or below 80% of Area Median Income (AMI).

By offsetting the development costs, Ingham County can encourage the development of homeowner and rental housing opportunities for low-to-moderate income residents. Ingham County recognizes that affordable housing development requires detailed policies to adequately protect beneficiaries (tenants and homebuyers), as well as the county’s investment. These policies and procedures will inform County efforts to support emerging developers, who despite extensive housing development experience, may be less familiar with local, state, and federal housing standards & requirements.

**FINANCIAL IMPACT**

None. The policies will be used to guide affordable housing new development and rehab projects utilizing HTF ARP dollars. Funds for housing development gap subsidy grants have been committed through existing board Resolutions #23-276 and #23-390.

**RECOMMENDATION**

The HTF has identified policies and procedures that establish the necessary safeguards for affordable housing development gap subsidies to nonprofit and for-profit developers selected through the competitive grant process to create housing for residents at or below 80% of AMI. These policies allow for developers to layer County funds with resources from other sources in order to construct high quality, affordable housing in Ingham County.

Multiple HTF-supported projects are ready or nearly ready to begin work and are committed to completing work within the ARP time limits. It is important to approve the policy and procedure immediately to ensure that funds expended goes to the purposes intended and that the county’s interests and federal requirements are both met.

Introduced by County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE THE POLICIES AND PROCEDURES FOR AFFORDABLE HOUSING DEVELOPMENT GAP SUBSIDY GRANTS FOR NEW CONSTRUCTION AND REHAB PROJECTS UTILIZING HOUSING TRUST FUND DOLLARS**

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

WHEREAS, the Board, in Resolution #23-276, authorized \$2,000,000 through agreements with six (6) local developers, contractors, or nonprofit organizations for high density housing development projects selected for funding through the HTF Competitive Grant process; and

WHEREAS, the Board, in Resolution #23-390, authorized an additional \$520,000 through agreements with five (5) local developers, contractors, or nonprofit organizations for the rehabilitation and/or new construction of seven (7) single family homes on parcels previously owned by the Ingham County Land Bank; and

WHEREAS, each project will be required to meet specific standards and specifications consistent with American Rescue Plan and other federal requirements, to ensure housing constructed or rehabilitated using these funds are initially and remain accessible and affordable to income qualified residents.

THEREFORE, BE IT RESOLVED, that the Ingham County Board of Commissioners adopts the attached policies and procedures for affordable housing development gap subsidy grants prepared for and approved by the Housing Trust Fund Committee.

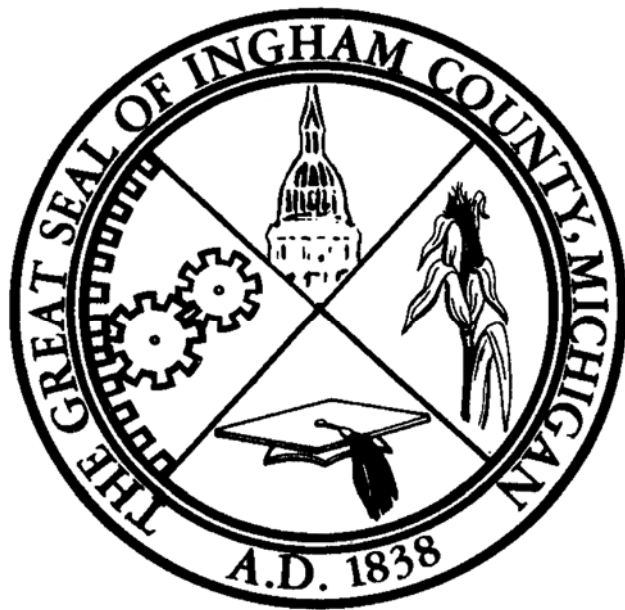
BE IT FURTHER RESOLVED, that the Treasurer's Office and Controller's Office will work with program administrators to implement the policy and ensure HTF-funded projects meet American Rescue Plan and other state and federal requirements as described.

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

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

# INGHAM COUNTY AFFORDABLE HOUSING DEVELOPMENT GAP SUBSIDY GRANTS POLICIES AND PROCEDURES

[LAST APPROVAL/REVISION DATE]



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## **POLICY & PROCEDURES MANUAL PURPOSE**

This manual serves as Ingham County’s administrative policies and procedures for Affordable Housing Development Gap Subsidy Grants and projects funded by the County, specifically.

### **UPDATES**

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

Ingham County, hereinafter referred to as the “County”, will endeavor to provide Development Gap Subsidy funds to provide incentives to develop and support affordable rental housing and homebuyer projects. The County will use federal American Rescue Plan Act funding to offer Development Gap Subsidy Grants and funding to assist developers of affordable housing. ARPA funds are required to be expended by December 31, 2026. Alternative funding sources could become available after this date.

All housing policies shall be guided by accepted monetary policies, Ingham County and Local Housing Code, the Fair Housing Act, consumer protection laws, and all other applicable local and federal regulations concerning County Affordable Housing Development Gap Subsidy Grants.

### **DEFINITIONS**

**ACQUISITION COST:** The selling price of a property as agreed upon by Buyer and Seller in the purchase agreement.

**AFFORDABLE HOUSING:** Affordable housing is generally defined as housing on which the occupant is paying no more than 30 percent of gross income for housing costs, including utilities.

**AFFORDABILITY PERIOD:** The affordability period for County funded projects is seven (7) years for existing housing, and twenty (20) years for new construction.

**AMI:** The area median income (AMI) is the household income for the median – or middle – household in a region. AMI as defined by HUD for Ingham County (Lansing-East Lansing Metro FMR Area).

**ANNUAL INCOME:** The County adopts Part 5 definition of income (Part 5 Annual Income). When determining the annual income of an individual or family, the recipient must use the standard for calculating annual income under 24 CFR 5.609.

**BENEFICIARY:** An income-eligible person residing in housing, also referred to as a homebuyer, homeowner, renter, or resident.

**BIPOC ORGANIZATION:** A nonprofit or nongovernmental organization that primarily serves Black, Indigenous, People of Color communities and has demonstrated experience and expertise providing culturally appropriate services in the community. The dominant organizational culture of a BIPOC organization, including staff, programs, operations, activities, and materials, reflect the culture and value of a specific community. A BIPOC organization includes leadership (executive director and/or board of directors) and staff that is reflective of the BIPOC community it serves.

**CERTIFIED MINORITY OWNED BUSINESS ENTERPRISE:** Commonly referred to as MBE, refers to a business at least 51% minority-owned, actively operated, and controlled. For the purpose of certification, a minority group member is an individual who is at least 25% Asian Indian, Asian Pacific, Black, Hispanic, or Native American.

**CERTIFIED WOMEN OWNED BUSINESS ENTERPRISE:** Commonly referred to as WOE, refers to a company that is at least fifty-one percent (51%) owned and controlled by one or more women who are U.S. citizens or permanent legal residents.

**COUNTY:** The County of Ingham

**DEVELOPMENT GAP SUBSIDY:** The direct gap subsidy provided by the County to an Owner/Developer/Organization to acquire and/or construct new or make improvements on a property pursuant to the County Grant Agreement.

**DEVELOPMENT PROJECT:** Any construction, development, or infrastructure project, including without limitation greenfield projects and brownfield projects, in which the Owner/Developer/Organization or any of its Subsidiaries participates or holds, directly or indirectly, an interest, or the bidding on any such project. All eligible projects must obtain approval from the Ingham County Board of Commissioners and approval of contracts by the Board of Commissioners.

**DISPROPORTIONATELY IMPACTED COMMUNITIES:** Communities that experienced a disproportionate, or meaningfully more severe, impact from the COVID 19 pandemic, including communities within Qualified Census Tracts, underserved populations, and low-to-moderate income households with an income under 120% AMI.

**EMERGING DEVELOPER:** An entity that has developed, owned, or operated at least one (1) but not more than three (3) affordable housing developments that are equivalent to the proposed affordable housing development in size, scale, amenity, and target population, as determined by the County. An entity with more experience with similar projects but limited experience applying for and managing public funding may also be considered as an emerging developer. The County may evaluate the experience of the entity as a whole or the experience of senior staff/leadership.

**GRANT:** Any funding award made from the county to an Owner/Developer/Organization or any of its Subsidiaries without expectation of repayment if all conditions of funding are met. All Requests for Proposals and Grant Agreements must obtain approval from the Ingham County Board of Commissioners.

**HOMEBUYER OR BUYER:** A person meeting the criteria set forth in this manual that is in the process of obtaining financing for a principal residence.

**HOUSEHOLD:** A single person or two or more persons living together not contrary to the law (e.g., traditional families, two unmarried persons, a single parent and child, etc.)

**LENDER:** An organization which has been approved to provide financing for the acquisition of single-family residences in accordance with the provisions of this manual.

**LOW AND MODERATE INCOME:** Income limits as defined per 24 CFR Part 5 of the Code Federal Regulations.

**MINORITY AND WOMEN OWNED BUSINESS AND SECTION 3 BUSINESSES:** Contractors participating in County-funded projects must take affirmative steps to solicit minority and women owned business enterprise firms as well as Section 3 registered businesses and eligible individuals as subcontracts to complete contract work once awarded. Affirmative steps include:

1. Soliciting qualified minority and women owned business subcontractors to include placing them on solicitation lists when subcontractors are being solicited.

2. Affirming that minority and woman owned business subcontractors are solicited whenever they are potential sources.
3. Dividing all obligations, when economically feasible, into small tasks or quantities to permit maximum participation by minority and women-owned subcontractors.
4. Establish delivery schedules, where the requirement permits, which encourage participation by minority and women-owned business contractors.

**RECIPIENT:** A Non-Federal entity that receives Federal awards directly from a Federal agency, U.S. Department of Treasury, to carry out an activity under a Federal program, ARPA.

**SECTION 3 REGISTERED BUSINESS:** A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last 6-month period:

1. It is at least 51% owned and controlled by low- or very low-income persons.
2. Over 75% of the labor hours performed by the business are performed by low or very low-income persons; or
3. It is a business at least 51% owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

**SECTION 3 WORKER:** Any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
2. The worker is employed by a Section 3 business concern.
3. The worker is a Youth Build participant.

**SINGLE-FAMILY RESIDENCE:** A housing unit intended for occupancy by a single household.

**SUBRECIPIENT:** An applicant that receives subaward from Ingham County (the federal grant recipient) is a subrecipient of the federal award upon signing the Grant Agreement.

**UNDERSERVED OR MARGINALIZED POPULATIONS:** populations who face barriers in accessing and obtaining affordable housing. Underserved populations may include individuals from communities who face barriers due to race, income, geographic location, religion, sexual orientation, or gender identity. Underserved populations include racial and ethnic populations with historically limited access to affordable housing, or populations with special needs such as language barriers, disabilities, or current legal citizenship/alienage status.

**VISITABILITY:** For the purpose of this application, a unit of housing will be considered "visit able" by the definition provided by the National Council on Independent Living (<https://visitability.org>) which defines a house as visitable when it includes at minimum: One zero-step entrance; doors with 32 inches of clear passage space; one bathroom on a main floor/single story that is accessible for an individual using a walker or wheelchair.

**ZERO-INTEREST LOAN:** An interest free loan that will be 100% forgiven after the affordability period expires provided Program requirements are met. The loan become immediately due and payable in full when the Property ceases to be the Homebuyer's principal place of residence before the end of the affordability period. No pre-payment of this loan is allowed.

## **GENERAL ELIGIBILITY GUIDELINES**

## ELIGIBLE ACTIVITIES

Gap Financing grants/funds may be used to provide incentives to develop and support affordable rental housing and homebuyer projects.

Ingham County Housing Trust Fund may provide funding through a number of eligible forms, including grants, loans, advances, equity investments, interest subsidies and other forms of investment including assistance to single family, multifamily, new construction, reconstruction, rehabilitation of non-luxury housing with suitable amenities, real property acquisitions (as part of a housing development project), site improvements, conversion, demolition and other expenses, including financing costs, relocation expenses of any displaced persons, families, businesses, or organizations; to provide payment of reasonable administrative and planning costs.

## AFFORDABLE HOUSING DEVELOPMENT PROJECTS

All Ingham County Housing Trust Fund funded activity shall be for the purpose of producing affordable housing units. Therefore, any activity funded with program funds that does not result in affordable housing units shall be deemed in noncompliance. All housing supported with County funds must be permanent, transitional, or emergency housing.

County funds may be used to develop and support affordable housing availability (rental and homeownership) through the following activities:

- Acquisition (including assistance to homebuyers)
- Pre-development costs
- New Construction (including adding additional units to an existing structure)
- Reconstruction, or rehabilitation of non-luxury housing with suitable amenities including related costs such as real property acquisition, site improvements, demolition, and other eligible expenses including financing costs, relocation expenses of displaced persons, families, businesses, or organizations.
- General and Administrative (Soft Costs)

County funds may not be used for:

- Costs associated with creating market rate housing and/or commercial spaces.
- General operating costs
- Reimbursement for past expenses

Note, if a County-assisted project is terminated before completion, voluntarily or otherwise, this constitutes an ineligible activity and County funds will be subject to recapture.

## ELIGIBLE PROJECT ACTIVITIES

Some of the basic eligible development activities covered include:

- **Affordable Rental Housing Development Activities** may include acquisition, new-construction, and/or rehabilitation.
- **Other Affordable Housing Development Activities:** Additional activities eligible with providing rental housing development, homebuyer development including new construction or rehabilitation:
  - Demolition
  - Fair Housing Counseling
  - Remediation of Lead Paint

- Relocation

**Eligible Properties** include:

- 1 – 4 Single family unit homes
- Multi-unit (5 or more) rental units
- Condominiums/Row Houses
- Cooperative Housing
- Emergency Shelters/Group Homes
- Transitional Housing and Single Room Occupancy Units
- Permanent Supportive Housing
- Eligible properties may include one or more buildings on a single site, but project must be assisted with County funds as a single undertaking.

**FUNDING PARAMETERS**

- County funds for provided to Developers utilizing a variety of grant and/or loan options.
- Funded projects must begin construction within 12 months of commitment.
- Funded projects must meet County standards at completion, including any established standards for the Down Payment Assistance Program, rehabilitation, or new construction projects.
- Funds may not be used to pay for any cost that is not eligible under the County Request for Proposals, including delinquent taxes, fees, or charges on properties to be assisted.

Development of homeownership units where there is not a considerable market study illustrating demand for housing will not be supported by County funds.

**MINIMUM COUNTY GAP SUBSIDY GRANT AMOUNT**

The minimum amount of County funds that must be invested in a project involving rental housing or homeownership is \$1,000 times the number of County assisted units in the project. Applications must include an investment of \$1,000 in County funds per County assisted unit.

**MAXIMUM COUNTY GAP SUBSIDY GRANT AMOUNT**

The maximum per unit subsidy amount is \$90,000 for single-family home construction/redevelopment. The maximum per unit subsidy amount is \$50,000 for multi-family unit construction/redevelopment.

**COUNTY REQUIREMENTS FOR GAP SUBSIDY GRANT REQUESTS**

Specific Requests for Proposals may determine request requirements, but may include:

1. Request Letter for Funding
2. Written and signed agreements or commitment letters, Grant Agreements, or Tax Credit reservation agreement from other confirmed funding sources (if applicable) included in the proforma and may request underwriting of other lenders for review as well.
3. IRS determination letter indicating 501(c)(3) tax-exempt status (Nonprofits only)
4. Articles of Incorporation (if applicable)

5. Most recent annual financial statement (reviewed or independently audited, if available) or Form 990
6. Letters of Support from community organizations with significant experience providing services to low-moderate income populations
7. Deed to property or Purchase Contract demonstrating ownership for project sites.
8. Project site map to demonstrate walkability and access to transportation and amenities.
9. Proforma that clearly states total development costs, separating acquisition, soft costs, and hard costs and requested developer fee. Proforma must clearly show sources and uses of funds, Including evidence of available equity funds, if applicable.
10. Budget Worksheet with an Expense Budget tab and a Revenue Budget Tab
11. Market value after development, established by approved methods (pre-rehab or pre-construction appraisal, evaluation of sales of homes with comparable features by a real estate professional, etc.).
12. Information (market analysis) showing demand for unit(s).
13. Architectural plans and/or specifications and site plans for the project
14. Proposed Construction Schedule

## **COUNTY REVIEW PROCESS**

### **DEBARMENT**

The County will verify that a subrecipient is not debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from covered transactions by a federal department or agency by using [SAM.GOV](http://SAM.GOV).

### **MARKETING ASSESSMENT**

- The County will utilize current data from a variety of appropriate sources to evaluate demographic and economic data and housing conditions. Data assessment must establish demand for the type and number of housing units being developed. The County may conduct the following assessments: Site visits to view neighborhood conditions.
- Market Analysis submitted by developer/owner.
- Waiting lists of approved buyers that establish demand.
- Evaluation of amenities included in proposed units.
- Current information about the Lansing/East Lansing housing market at [www.hud.user.gov](http://www.hud.user.gov)
- Market information in local publications

Assessments may include analysis of geographic areas buyers are likely to come from and quantifying the pool of eligible buyers for relevant factors including household size, age, income, tenure, and other relevant factors, will evaluate existing and planned housing opportunities with an emphasis on affordable sales opportunities, evaluate the effective demand and capture rate of the proposed development, and estimate the absorption period.

## **CAPACITY ASSESSMENTS**

County may conduct additional evaluations of developer/applicant capacity based on:

### **Experience**

- Past experience of the entity with successfully developing housing units
- Capacity and experience of assigned staff and quality of the development team
- Capacity to market and sell units.

### **Financial Capacity**

- Evidence of financial capacity (audit), certification from CPA, or current financial management systems and practices in place
- Evidence financial resources are in place to carry the project through completion.

## **DOCUMENTATION REVIEW**

County or Designee will review all submitted documentation prior to committing funds to a project to assess likelihood of project success, using the following standards:

### **Funding Sources:**

- Identification of all sources of funding and timing for all phases of development
- All funding sources are compatible with County funding requirements.

### **Funding Uses/Expenses:**

- All proposed uses of funds must be necessary, reasonable, and allowable as determined by the County and/or the funding source.
- Acquisition documentation, cost estimates, preliminary bids, contracts, quotes, and other agreements substantiating key professional costs, and the basis for estimating other soft costs and working capital items, including capitalized reserves.
- Governing reserves capitalized at closing to verify that reserves cannot be withdrawn later as fees or distributions.
- For projects utilizing LIHTC, must request and evaluate syndication costs and close (or rent) to ensure ability of organization to carry costs of construction loans, maintenance costs.
- Costs must be sufficient to produce a quality unit that will meet County standards upon completion and throughout the affordability period.

## **COST EVALUATION**

### **PROJECTED INCOME**

County or designee will evaluate projected income to ensure that rent levels are achievable, that vacancy and loss estimates are realistic and estimates of non-residential sources of income are conservative.

### **PROJECTED EXPENSES**

County or designee will evaluate operating costs to determine that planned expenditures are sufficient and reasonable. These costs may be compared to and evaluated against similar developments in the neighborhood or in the proposed property manager's portfolio.

### **HOMEBUYER PROJECT SALES PLANS**

A sales plan indicating anticipated cash flow and timing is required for homebuyer projects and will be evaluated for timelines and cash flow.

### **DEVELOPER PROFIT AND RETURNS**

The maximum developer fee allowed by the County for a project using Development Gap Subsidy Grant funds is 15%. For rental projects, the County will examine developer fee for reasonableness. County or designee will examine operating proforma to determine if adequate funds from the operating income will be set aside for proper management of the units, and adequate and maintainable replacement reserve and debt service.

For homebuyer projects, County or designee will examine all potential sources of income from the project and ensure they are reasonable, and that owners are not receiving excessive gains or profits.

### **PROJECT COST/BUDGET ANALYSIS**

County or County Designee will:

- Examine sources and uses of funds and determine that costs are reasonable and allowable.
- Assess the current market demand in the area of the proposed development project.
- Assess the experience and financial capacity of the developer/owner.
- Assess the written commitments for funding.

County or County designee will analyze the development budget including the total development costs, soft costs, hard costs, and developer fee. This evaluation will include a determination of whether the project will meet County standards upon completion, including income requirements and property standards required for the project (*Initial Underwriting worksheet*) if funding falls within the per-unit subsidy maximum and any purchase price limits. Additional considerations County staff or designee will evaluate include:

- The debt capacity of the developer by ensuring the lenders financing terms are reasonable and comparable to those from other lenders.
- Equity contributions that provide returns to owners and investors, and the calculations of tax credit basis and market price to determine if the projected amount of tax credit equity is reasonable.
- Verify County funds will be used on program-eligible costs and activities.
- Verify projects will not exceed the maximum per-unit subsidy limit.

County will deny Development Gap Subsidy Grant funding if it is determined additional funding is not required to close a financing gap. The County can request reasonable adjustments in compliance with underwriting guidelines.

### **COUNTY UNDERWRITING CONSIDERATIONS**

County or County Designee will ensure that the operating proforma shows a development can self-fund capital need from a combination of reserve funds and cash flow, and includes:

- Achievable gross and potential rents given location, design, and resident population.



- A projected vacancy rate that reflects the likely long-term average of vacancy, bad debt, and concessions expected.
- Adequate marketing, leasing, and management expenses.
- Reasonable and prudent trending factors for income and expenses
- Sufficient debt service coverage to allow the property to survive income and expense shocks.

## **FUNDING/GRANT AGREEMENT CONDITIONS**

County funding will be defined by a (Grant/Loan) Agreement with Ingham County. The grant period, scope, allowable budget, and reporting requirements will be outlined in the Agreement. All grants awarded funds must be expended no later than September 30, 2026.

Agreement will define the requirements for compliance with relevant Federal, State and Local Laws, Ordinances, Rules, and Regulations. Requirements will include, but not be limited to:

- Prevailing Wage requirements on any construction contract exceeding \$10,000 as determined by using the wage guidelines promulgated by the U.S. Secretary of Labor pursuant to the Davis-Bacon Act.
- Equal Opportunity Employment and Non-Discrimination Policies, in addition to all Federal, State, and local laws prohibiting discrimination, including, but not limited to: The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended; The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended; and the Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat.328 (42 USCA §1201 et seq), as amended.
- Compliance with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations.
- ARPA funds must be expended by September 30, 2026. Only costs incurred within the contract period will be eligible for reimbursement, beginning the date an agreement with County is signed/executed, or by December 2024, per federal ARPA requirements.
- Funds may be combined with other types of grants and funding for combined benefit, but must follow guidelines for all awarded Federal, State and/or local funds.
- Federal guidelines require quarterly reporting of grant expenditures and uses, and a valid [SAM.gov](https://sam.gov) registration for all recipients of ARPA funds.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 sets the standards for “subrecipient” receiving “subaward” from Ingham County, which is the “pass-through entity” (also referred to as a “non-Federal entity”).

County or County Designee will document each file to include:

- Date of receipt of required documentation
- Data and actions used to complete the marketing assessment.
- Materials gathered through any Request for Proposals, including budget or Development Proforma (and operating proforma for rental projects) analysis with comments.
- Dated commitments from all funding sources.
- Signed commitment letter or signed denial letter.

## **COUNTY DISBURSEMENT POLICY**

The County will analyze each project to ensure that the County investment is necessary and reasonable to provide quality affordable housing that is financially viable throughout any period of affordability.

1. In no case will the County investment exceed the Award amount listed in the Grant Agreement.

2. For projects involving both County and other governmental funds, the combined County investment shall not exceed \$500,000, or the maximum investment per unit limit, whichever is less.
3. County may not invest the maximum allowable amount to a project unless the County has determined that this funding is needed to make the project feasible and viable.

## **ELIGIBLE PROJECT COSTS**

1. Generally, all costs funded with County Development Gap Subsidy Grant must be eligible according to the County policy.
  - A. All costs must be in direct relation to the assisted unit and supporting documentation of all expenditures is required for all costs being paid with County funds.
  - B. With the exception of acquisition and financing costs, County funds are available as reimbursement for eligible expenses.
  - C. Related soft costs must be necessary for the development of the assisted units, and documentation must be provided for any cost reimbursement.
  - D. Funding will be limited to the amount necessary to facilitate the completion of the project and will not exceed a proportionate share of costs in a project with multiple units. All projects will be underwritten according to the County underwriting guidelines.
  - E. Before funds are released, a grant agreement will be signed between the County and the recipient. The agreement will satisfy Federal requirements and establishes the terms under which the funding is provided. Funds will not be released until a funding grant agreement is executed and all applicable regulations have been met.
2. The following additional limitations may also apply:
  - A. County funds shall not be used for luxury improvements.
  - B. County funds shall not be used to fund an initial operating deficit reserve.
  - C. Acquisition costs shall be supported by an appraisal of the property.
  - D. County funds shall not be used for non-residential accessory structures such as free-standing community/leasing buildings, garages, carports, or maintenance structures. County funds may be used for community space or common laundry facilities included in residential buildings.
  - E. Payments will be disbursed on a reimbursement basis or according to the process described in the Grant Agreement. A draw of funds will not be completed until required documentation is received by staff, which may include a draw request, lien waivers, invoices for work completed, inspection and approval of work by the County or its designee.

## **COUNTY PAYMENT STRUCTURE**

- A. All payments made by the County shall be reimbursement to the Grant/Subsidy Recipient/Sub-Recipient for expenses incurred and paid by the Recipient/Sub-Recipient.
- B. For LIHTC projects, the County may disburse more than fifty percent (50%) of total gap subsidy grant funds on the first payout, and/or the balance in equal portions up to ninety percent (90%). The remaining ten percent (10%) may be disbursed upon successfully completing the project and completing the close-out procedures in the Grant Agreement.

- C. The County will issue payments on a reimbursement basis or as otherwise detailed in a Grant Agreement. Payments for eligible work will be subject to standards and inspections. Material stored on site and not installed is not eligible for reimbursement.
- D. Contractors/Developers/Grantees may need to allow for additional time for County staff to verify completion of work through on-site inspection before the draw requests are processed.

## **ELIGIBLE ACTIVITIES**

County funds may be used to pay the following eligible costs of development:

- Acquisition Costs
- Pre-development Costs
- Development Hard Costs
- Development Soft Costs
- Relocation Costs

## **ACQUISITION ACTIVITIES**

The acquisition of vacant land or demolition are not stand-alone activities, and County funds shall be expended for these activities only in conjunction with a housing development activity. No funds for acquisition or demolition shall be committed until the County has determined that construction will begin within 12 months.

Agreements including demolition activity shall include an Affordability Restrictive Land Use Provision, whose terms shall comply with County guidelines. Grants will be repayable if construction does not start within 12 months of Agreement execution; and a housing development project plan must be submitted with the demolition request, must include architectural drawings, and demonstrate a project critical path schedule initiating project construction within 12 months, and private construction financing as leverage.

## **ELIGIBLE ACQUISITION COSTS**

- Costs of acquiring improved or unimproved real property.
- Acquisition of vacant land or demolition can only be undertaken for particular housing project intended to provide affordable housing, where construction of new affordable housing will begin within 12 months.
- Costs to make utility connections to an adjacent street or to make improvements to the project site, are also eligible in connection with acquisition of standard housing.

## **ELIGIBLE DEVELOPMENT HARD COSTS**

- The actual cost of constructing or rehabilitating housing.
- Cost to acquire the property to be developed.
- Demolition of existing structures.
- Uniform Relocation Costs.
- Creation of utility connections including off-site connections from the property line to the adjacent streets.
- Improvements to the project site that are in keeping with improvements of surrounding, standard projects, including on-site roads, sewer lines and water lines.
- Costs to construct or rehabilitate laundry and/or community facilities in the same building as the housing for the use of project residents (only applicable to multi-unit rental housing).

## ELIGIBLE SOFT COSTS

Soft costs include other reasonable and necessary costs incurred by the owner and associated with the financing or development (or both) of new construction, rehabilitation or acquisition of housing assisted with County funds. These costs include but are not limited to:

- Architectural Services
- Engineering Services
- Environmental Review
- Environmental Tests
- Preparation of plans, drawings, specifications, or work write-ups.
- Costs to process and settle the financing for a project.
- Private lender origination fees
- Credit Reports
- Fee for Title Evidence
- Fees for Recordation
- Filing of legal documents
- Building Permits
- Attorney Fees
- Private Appraisal Fees
- Fees for independent cost estimate
- Cost of project audit
- The cost to provide affirmative marketing and fair housing information to prospective homeowners and tenants.
- Staff and overhead costs related to project delivery may be included as soft costs in certain cases as to be determined by County in consultation with the Developer.

All costs must be reasonable and documented thoroughly (including timesheets detailing actual time worked on project activities).

Note that closing costs connected to the sale of the property to eligible low-income homebuyers (real estate commissions and other seller's closing costs) are NOT considered development soft costs for the purpose of this policy. As a result, they are not included in the total project cost, and they may be paid from the proceeds of sale rather than being taken from the developer fee.

## ELIGIBLE DEVELOPER FEE

For new construction and rehabilitation projects, the developer fee cannot exceed 15% of total development costs and must be commensurate to the scope of the developer's responsibilities. Developer Fees are used by grantees to pay administrative and overhead costs, are paid as fees for services rendered and do not have to be fully offset by incurred costs.

## ELIGIBLE BENEFICIARIES/RESIDENTS

The County is designed to provide affordable housing to low-income households and individuals.

Eligible beneficiaries must meet the following requirements:

- Households purchasing single family homes must be at or below 80% of Area Median Income.
- Households renting County funded units must be at or below 65% of Area Median Income.

- Households must not be an agent, consultant, officer, employee and/or elected official of the County or a recipient of funds; and
- Household must meet all other requirements where applicable.

Additional restrictions apply when County funds are used for rental housing or assisted rental units.

## INCOME ELIGIBILITY

The County adopts the Part 5 definition of income (Part 5 Annual Income). When determining the annual income of an individual or family, the recipient must use the standard for calculating annual income under 24 CFR 5.609.

## COUNTY FUNDING PARAMETERS

The County funds projects that utilize gap financing wherein projects and program activities are leveraged with other funding resources to the greatest extent possible.

County staff will work with non-profits and sub recipients, providing technical assistance to seek outside funding resources. Entities certified as “Developers” and for-profit Developers must secure construction financing for brick-and-mortar development activity.

## RENTAL/SALES PRICE LIMITS

Following US Department of Treasury guidance on using ARPA Coronavirus State and Local Fiscal Recover Funds (SLFRF) funds to invest in affordable housing, Ingham County will refer to existing federal and state housing programs to establish rental and homeowner price limits:

- A. Rental Limits: In the case of rental projects, Ingham County will refer to rental limits established by existing housing development and assistance programs, including the HOME Program and the Low-Income Housing Tax Credit (LIHTC). Under the HOME Program, rental costs cannot exceed the local Fair Market Rents published by HUD or cannot exceed 30% of a family earning 65 percent of the AMI, whichever is less. For the annually updated income and rent limits for LIHTC properties using the Multifamily Tax Subsidy Program (MTSP) to determine income and rent (by bedroom) compliance, refer to these charts available via the MSHDA webpage: MSHDA char il 110 her income limits 041822.pdf ([michigan.gov](http://michigan.gov)).
- B. Homeownership Sales Limits: The purchase price of a County supported property will be the amount agreed upon by buyers and sellers in purchase agreements. Any County Development Gap Subsidy funds used to fund for-sale housing must benefit new homebuyers whose household income does not exceed 80% of AMI. The County funding will rely on price limits established for the Department of Housing and Urban Development’s (HUD) Home Investment Partnerships Program and the HUD National Housing Trust Fund Program limiting purchase price for new builds and existing home following rehab to no more than 95% of the area median purchase price. This is based on Federal Housing Administration (FHA) single family mortgage program data. The area median purchase price limit for an existing single-family home within Ingham County is \$171,000. For a new construction home, the maximum cost of a single-family home is limited to \$251,000. Price limits for these Federal programs are described here in [Attachment A](#).

## GRANT/LOAN AGREEMENTS

County and the Property Owner are required to execute a legally binding written agreement and a Lien and Note (Mortgage) holding the Owner accountable for compliance during the affordability period and additional

Ingham County compliance period, if applicable. The agreements typically include a land use restriction. This document, recorded with the Register of Deeds, is a deed restriction that binds all subsequent owners of the property.

When there is more than one financing source imposing land use restrictions on a property there may be restrictions from one program that are more restrictive than similar restrictions in the other program (s). Some projects with more than one source of financing, such as Tax Credits and bonds, may have more than one Regulatory Agreement simultaneously in effect. In these instances, the more restrictive requirement will apply to the property. An owner may voluntarily make additional commitments in the application process, including occupancy restrictions, demographic targeting requirements, stricter rent and income restrictions or an extended compliance period. Owners must comply with these covenants.

Grant Agreements serves as a concise statement of the relationship between County of Ingham and the subrecipient of ARPA funds (Developer, Owner, Organization, Sponsor), and also set forth the conditions under which the funds are provided and the requirements that must be met.

The Agreement will include the required provisions depending on the role the entity is asked to assume, or the type of project undertaken. It shall at a minimum describe:

- Use of Funds: Includes recipient role description, specific tasks to be performed, the number and type of households to assist and/or units to be produced; a schedule; a budget; matching funds; and the term of agreement.
- Affordability: The agreement will specify the period of affordability, deed restrictions or land covenants, and how repayments are recaptured.
- Eligible and ineligible fees.
- Uniform Administrative Requirements (2 CFR 200 and applicable provisions of 24 CFR Part 85 for government entities and 24 CFR Part 84 for non-profit entities.
- Cross-cutting requirements:
  - a. Affirmative Marketing
  - b. Requests for disbursement of funds
  - c. Records and Reports
  - d. Enforcement of the Agreement
- Required Provisions

## **GRANT REPORTING & MONITORING**

Subrecipients awarded funding will be required to provide project reporting to County to comply with US Treasury requirements. Organizations that fail to report will risk losing funding and be responsible for repaying ARPA funding received from the County. Each funded agency/organization will submit a programmatic report on a regular basis as specified in the Grant Agreement. These reports describe progress towards deliverable outcomes.

The County, the US Department of Treasury or any of their other authorized representatives have the right to access the projects and any books, documents, papers, or other records of an ARPA assisted unit.

Developers/owners will maintain all books and records pertaining to ARPA assisted units with the provisions of 24 CFR §92.508 for a period of not less than five (5) years after the period of affordability ends, and all matters pertaining to the project are resolved under applicable federal or state laws, regulations, or policies.

During the affordability period and until the Lien and Note have been released, ongoing compliance and yearly project monitoring is required.

## RENTAL PROJECT PROVISIONS

- A. Before a tenant occupies a unit, tenant income eligibility must be documented with source documentation, such as wage statements, interest statements, and unemployment compensations statements. If needed, income verification forms should be sent to employers or other agencies to verify current income.
- B. Income eligibility is based on anticipated income, which means current income must be projected for the next 12 months. When collecting income verification, property owners/managers must also consider any likely changes in income, which may occur during lease period.
- C. Gross household incomes must meet the requirements of the specific program used. If existing tenants (those that remain in the unit after the initial one-year lease) income increases, but does not go above 65% AMI income level, rent does not have to be increased. However, if their gross income exceeds 65%, tenant(s) must pay 30% of their adjusted income for rent and utilities. If the 30% exceeds the areas market rent, the project owner/manager MAY charge the tenant Fair Market Rent.

At initial occupancy, County assisted unit tenants must be at or below 65% of the area median income.

- D. Rents cannot be increased during the first year of occupancy. After the first year, rents MAY be increased, but must never exceed the fair market rents, which includes utilities. This pertains to tenants at or below 65% of area median income. County will provide subrecipients income limits and fair market rents on an annual basis.
- E. Potential tenants must be made aware of loan program conditions prior to executing a lease. Tenants must allow for property inspections and provide income documentation annually throughout the affordability period.
- F. Leases need to indicate the number of persons residing in the unit and should name each of the adult household members since they will need to provide income documentation. If additional persons move into the unit, their income will need to be included in the household maximum, and the household income will have to be reviewed to verify continued compliance. The total unit income in this case must remain at or below 65% of area median income. If the additional person's income places the unit over income, they should not be allowed to take residency, as the unit will not be in conformance.
- G. **Annual re-certification:** The loan program imposes occupancy restrictions over the length of the affordability period. Property owners/managers must re-certify tenants' income on an annual basis. Income certification forms will be made available from County. Verifications should be obtained when tenants renew their lease. All tenants must be informed of this process prior to lease execution. Tenant verifications are required on an annual basis regardless of the number of units.
- H. **Lease Language:** Leases shall state that 30 days and a written notice specifying the grounds for the action by the owner must precede any termination of tenancy or refusal to renew a lease. The length of leases must be at least one year at initial tenancy. Lease extensions or subsequent leases of existing tenants can be for either a one-year period or a term agreeable to both the tenant and owner/manager.
- I. **On-site inspections:** County, or its agent(s), is responsible for conducting on-site inspections of all rental units within the County limits as part of the compliance process. County, or its agent(s), will also inspect units that participated in the program during the affordability period. The frequency on-site inspections are determined by the number of County assisted units in a project:
  - 1. Projects containing 1 to 4 assisted units must be monitored once every 3 years.

2. Projects containing 5 to 25 assisted units must be monitored every 2 years.
3. Projects containing more than 25 assisted units must be monitored every year.

## **RENTAL PROJECT OWNER RESPONSIBILITIES**

The following affordability conditions must be complied with and will be monitored throughout the affordability period for all assisted units. These requirements are the responsibility of the property owner/manager.

- A. **Termination of Tenancy:** An owner/manager may not terminate the tenancy or refuse to renew the lease of the tenant of rental housing assisted with County funds except for serious or repeated violation of the terms and conditions of the lease; for violation of federal, state, or local law; or for other good cause.
- B. **Maintenance and Replacement:** Owners/Managers of properties that received County funds must maintain the premises in compliance with all local and state housing code standards.
- C. **Tenant Selection:** An owner of rental housing assisted units must adopt written tenant selection policies and criteria that:
  1. Are consistent with the purpose of providing housing for very-low income, and low-income families.
  2. Are reasonably related to program eligibility, and the applicant's ability to perform the obligations of the lease.
  3. Consider the housing needs of families that would have a preference under 960.211 (Federal selection preferences for admission to Public Housing) of this title, and provide for:
    - a. Select tenants from a written waiting list in the chronological order of their application, in so far as it is practical.
    - b. Promptly give written notification to any rejected applicant as to why they were rejected.
- D. **Prohibited Lease Terms:** The following provisions are prohibited in rental agreements for program-assisted units:
  1. **Waiver of habitability:** Agreement by the tenant to waive a remedy when the premises are not maintained in a condition of fitness and habitability pursuant to State or local codes.
  2. **Security deposit regulations:** Agreement by either tenant or owner to waive their rights established under State regulations pertaining to security deposits.
  3. **Tenant exclusion or discrimination:** Agreement by either tenant or owner to exclude or discriminate against persons in violation of civil rights laws or laws protecting persons with disabilities.
  4. **Agreement to be sued:** Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.



5. **Treatment of property:** Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with state law.
  6. **Excusing owner from responsibility:** Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent.
  7. **Waiver of legal proceedings:** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which, the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.
  8. **Waiver of a jury trial:** Agreement by the tenant to waive any right to a trial by jury.
  9. **Waiver of right to appeal court decision:** Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
  10. **Tenant chargeable with cost of legal actions regardless of outcome:** Agreement by the tenant to pay attorneys' fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
  11. **Acceleration of rental payments:** Agreement by the tenant that rental payments may be accelerated if the rental agreement is breached by the tenant.
  12. **Mitigation of damages:** Agreement by either tenant or owner that releases either party from a duty to mitigate damages.
  13. **Written consent to changes:** Agreement by the tenant that allows the owner to alter a provision of the rental agreement after its commencement without written consent of the tenant.
  14. **Consumer protections:** Agreement by either tenant or owner that violates the Michigan Consumer Protection Act.
  15. **Power of Attorney:** Agreement by the tenant to give the owner a power of attorney.
- E. **Affirmative Marketing:** The inclusion of the Equal Housing Opportunity slogan or logo in all advertising is required, regardless of units in a project.

Affirmative marketing procedures and requirements for all assisted housing units with five or more units must be met by the property owner/managers. These requirements and procedures must include the following:

1. A method for informing the public and potential tenants about fair housing laws, and the County's policies. For example: use of the Fair Housing logo, or Equal Opportunity language.
  2. A description of what you as the owner/manager will do to inform persons not likely to apply for housing without special outreach.
  3. Maintenance of records to document actions taken to affirmatively market assisted units, and to assess marketing effectiveness.
  4. Description of how efforts will be assessed, and what corrective actions will be taken where requirements are not met.
- F. **Rent Documentation:** The owner/manager of a rental assisted unit(s) must document that the rent charged on the assisted unit(s) are consistent with the initial rent approved by the County, and over time, rent increases are consistent with the maximum rent and income limits published annually by the United States Department of Housing and Urban Development (HUD). The owner must also keep records, on a unit-by-unit, and building-by-building basis, for every year during the period of affordability.
1. The total number of residential rental units in the building (including the number of bedrooms, and the size in square feet of each residential rental unit).
  2. The percentage of residential rental units that are County-assisted units.
  3. The rent charged on each residential unit in the project (including any utility allowances).
  4. The County-assisted unit vacancies and information that shows when, and to whom the available County-assisted units will be rented.
  5. The income certifications of each low and very-low-income resident per County-assisted unit.
  6. Documentation to support each County-assisted unit residents' income certification.
- G. **Annual Certification of the Owner:** The owner/manager of any project that has used County funds for either rehabilitation, new construction or acquisition must certify to County, under penalty of perjury, at least annually, for each year of the compliance period, on the County's Tenant Household Composition & Income Form, that for the proceeding 12-month period:
1. The owner has received an annual certification from each County-assisted unit resident, and documentation to support that certification.
  2. Each County-assisted unit was rent restricted in accordance with the Affordable Rent Restriction guidelines of the County.
  3. Each building and all units in the project with County standards.
  4. If the income of any resident increased above the limit allowed by the County guidelines, the next available unit of comparable or smaller size was or will be rented to residents having a qualifying income.

5. Tenants must sign a statement indicating their compliance with the provision of income review on an annual basis.
6. In projects with 5 or more units, the project meets the requirements 20% test (20% of units in a project must be affordable to household who earn 65% or less of the Area Median Income, which is determined by household size, and the remaining units must have rents that are the lesser of:
  - a. Section 8 Fair Market Rents (FMRs) for existing housing minus resident-paid utilities; or
  - b. Rents, which are 30% of, adjusted income for households at 65% of the Area Median Income minus resident-paid utilities.

**H. Property Owner/Manager Procedures:** In order to provide the best possible service to resident of Ingham County, financed property owners/managers, and the County staff must work in tandem to ensure residents rent and income compliance, and ensure that the properties remain decent, safe, and sanitary housing. Correcting issues of non-compliance can be time consuming and costly for both property owners and County staff.

1. Property owners must submit a Maximum Income and Unit Rent Computation form on an annual basis to the County.
2. Property owners must remain cognizant of leasing and compliance responsibilities, and keep in mind the following issues:
  - a. Verification of resident's income certification. The following are examples of items that may serve as verification: Employment verification from a resident's employer, Federal Income Tax forms, including all schedules and W-2s, Social Security statements, paycheck stubs, letters confirming the granting and/or receipt of assistance from the Family Independence Agency (FIA), or other public and/or charitable agencies, and records from the Michigan Employment Securities Commission (MESCC).
  - b. Annual household income includes all income of all household members over the age of 18. It also includes income received for the support of minor children such as social security, child support, etc.
  - c. Income earned by dependent, full-time students over the age of 18, or income earned by children under the age of 18 does not have to be included.

Proof of full-time student status must be provided in order to have any income earned by this dependent household member deducted from the total annual household income. School verification forms are available from County.

3. Leases used by property owners/managers may not contain any clauses that may be deemed unconscionable to a court of law, and the lease may not contain clauses which restrict the use of resident facilities to open market residents.
4. Property owners/managers must pursue Affirmative Marketing by advertising the availability of apartments by making contacts with community groups, housing commissions, and by logging said contacts. It must be communicated that residents will not be chosen in regard to their race, sex, age, religion, national origin, familial status, sexual orientation, or disabilities.

5. Uniform Physical Condition Standards (UPCS) as well as local housing codes must be maintained in County-assisted units, as specified in original rehabilitation specifications, and including the following, but not limited to, and on an annual basis property owner shall inspect for and ensure that:
  - a. There are at least two working electrical outlets, and one working light fixture per room, and that all areas are free from electrical hazards.
  - b. Windows accessible from the outside are lockable, free from severe deterioration, and do not have broken panes. Screens are on all operable windows.
  - c. The foundation, roof, gutters, chimney, stairs, rails, porches, ceilings, walls, and floors are sound and free from hazardous defects.
  - d. Interior and exterior surfaces are free from cracking, peeling, chalking or cracking paint, and/or adequately treated to prevent the exposure of residents to lead.
  - e. Kitchen contains properly functioning refrigerator, sink with hot and cold running water and space to store, and prepare food.
  - f. Bathroom has working toilet, fixed basin, tub or shower, and proper ventilation.
  - g. Smoke detectors are properly installed and functional.
  - h. Heating equipment provides adequate heat, and all units are free from un-vented fuel burning space heaters.
  - i. Ventilation (supplied by a cooling system or operable window) is adequate.
  - j. Water heater is installed in a safe manner.
  - k. Plumbing is free from corrosion or rust, which could contaminate the water supply, and is also free from sewage backup.
  - l. There are not rats, vermin or other pests.
  - m. Refuse is disposed of properly.
  - n. Interior air is free from pollution.
  - o. Elevators must have current inspection certificates.
  - p. The property and immediate neighborhood are free from conditions that may endanger the health of residents.

#### **GAP SUBSIDY GRANT RECAPTURE PROVISIONS**

During the affordability period, the County has adopted provisions that allow for the recapture of County funds.

## **HOMEOWNERSHIP PROJECT RECAPTURE PROVISIONS**

If the subrecipient is undertaking homeownership projects for sale to homebuyers, the subrecipient shall place a Restrictive Covenant on the property to recapture the entire amount of homebuyer assistance if the property is sold prior to the end of the applicable affordability period, except that the development subsidies for costs in excess of fair market sales price are not subject to recapture and should not be included in the recapture amount established in the Restrictive Covenant. Recaptured funds must be repaid to the County or used by the subrecipient to fund additional County projects eligible activities.

## **FEDERAL AND COUNTY REQUIREMENTS FOR ARPA FUNDING**

### **PREVAILING WAGE REQUIREMENTS**

Any contract for the construction of Affordable Housing with 12 or more units will require that all laborers and mechanics who are employed to perform work on any project, or any contractor or construction work which is financed, in whole or in part, with assistance which is received under ARPA from the County, shall be paid wages at rates which are not less than those that prevail in the locality for similar construction and shall receive overtime compensation in accordance with the Contract Work Hours and Safety Standards Act.

The contractor and its subcontractors shall also comply with all applicable Federal laws and regulations, which pertain to labor standards, including the minimum wage law. Recipients of ARPA funds shall:

- Not discriminate against any employee or applicant for employment on the basis of religion and not limit employment or give preference in employment to persons on the basis of religion; and
- Not discriminate against any person applying for such public services on the basis of religion and not limit such services or give preference to persons on the basis of religion; and,
- Provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

### **CONFLICT OF INTEREST**

No person who is an employee, agent, consultant, officer, or elected official or appointed official of Ingham County or recipient which are receiving ARPA funds of this section who exercise or have exercised any functions or responsibilities with respect to activities assisted with ARPA funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a ARPA-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. The conflict-of-interest provisions above apply to any person.

### **UNIFORM RELOCATION ACT**

All owners/developers shall follow the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601 et seq.), in accordance with the following objectives:

- To ensure that owners of real property to be acquired for Federal and federally assisted projects are treated fairly and consistently, to encourage and expedite acquisition by agreements with such owners, to minimize litigation and relieve congestion in the courts, and to promote public confidence in Federal and federally assisted land acquisition program.

- To ensure that persons displaced as a direct result of Federal or federally assisted projects are treated fairly, consistently, and equitably so that such persons will not suffer disproportionate injuries as a result of projects designed for the benefit of the public as a whole; and
- To ensure that Agencies implement these regulations in a manner that is efficient and cost effective.

## ENVIRONMENTAL REVIEW

An environmental review is required for the acquisition of any property using federal funds. Generally, all projects shall comply under §92.352. The environmental effects of each activity carried out with the ARPA funds must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321) and the related authorities listed in HUD's implementing regulations at 24 CFR parts 50 and 58. The applicability of the provisions of 24 CFR part 50 or part 58 is based on the ARPA funded project (New construction, rehabilitation, acquisition) or activity (tenant-based rental assistance) as a whole, not on the type of the cost paid with ARPA funds. Depending on the type of property, the environmental review may vary in complexity and process. The County shall determine the level of the Environmental Review that is required for the acquisition of the property. The review must be completed, and the property determined to be cleared for acquisition for this purpose prior to proceeding with the purchase. No funds may be committed to an ARPA funded project or activity before the completion of the environmental review.

## SITE/NEIGHBORHOOD STANDARDS

Proposed sites for potential projects must meet the following site and neighborhood standards:

- Meet all local requirements for zoning, site planning, access to utility services and required infrastructure as certified by the appropriate local authorities.
- Be in full compliance with the applicable provisions of the Title VI of the Civil Rights Act of 1964, Title VIII of Civil Rights Act of 1968, E.O. 11063.
- Promote greater choice of housing opportunities.
- Avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons.
- Be accessible to social, recreational, educational, commercial, and health facilities and services,
- Be accessible to municipal facilities and services that are at least equivalent to those typically found in neighborhoods consisting largely of unassisted, standard housing of similar market rents.
- Be so located to places of employment providing a range of jobs for lower-income workers.
- The neighborhood must not be one which is seriously detrimental to family life or other undesirable conditions predominate unless there is actively in progress a concerted program to remedy the undesirable conditions.

The site must not be located in an area of minority concentration, except as permitted below:

- Sufficient, comparable opportunities exist for housing for minority families, in the income range to be served by the proposed project, outside areas of minority concentration; or
- The project is necessary to meet overriding housing needs that cannot be met in that housing market area. Please refer to 24 CFR 983.6 for more details regarding utilization of the exceptions listed above.
- Must meet all local zoning requirements including hard surfaced parking requirements.

Please refer to 24 CFR 983.6 for more details regarding utilization of the exceptions listed above.

## PROPERTY STANDARDS

All County funded projects must meet all local physical codes and standards intended to provide quality affordable housing that is durable and energy efficient.

## LEAD PAINT HAZARDS

The ARPA assisted funds requires owners/developers take actions to reduce lead-based paint hazards in assisted units. Owners must comply with 24 CFR Part 35, the regulations implementing the Lead-Based Paint Poisoning Prevention Act, along with requirements for dealing with lead-based paint found in the Uniform Physical Condition Standards (UPCS). Current Part 35 requirements stipulate that all occupants receive and acknowledge notice of the possible presence of lead paint.

<b>Level of Assistance in Property</b>	<b>Hazard Reduction Requirements</b>	<b>Summary of Requirements</b>
Assistance of more than \$5,000 per unit, up to \$24,999 per unit	Interim Controls	<p>Interim Controls means a set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards.</p> <p>Once work is completed, a clearance must be obtained for all interior, exterior and common areas for all assisted units.</p> <p>Interim controls include, but are not limited to, repairs, and painting.</p>
Assistance of more than \$25,000 per unit	Abatement of all lead-based paint hazards	<p>Abatement means any set of measures designed to permanently eliminate lead-based paint or lead-based paint hazards (see definition of “permanent” on the exterior, common spaces, and all assisted units.</p> <p>Once work is completed, a clearance must be obtained for all interior, exterior and common areas for all assisted units.</p> <p>Abatement includes: The removal of lead-based paint and dust lead hazards, the permanent enclosure or encapsulation of lead-based paint, the replacement of components.</p>

## FAIR HOUSING AND EQUAL OPPORTUNITY

Recipients of ARPA funds are held to Title VI of the Civil Rights Act of 1964, the Fair Housing Act, E.O. 11063 Title VI of the Civil Rights Act of 1964, P.88-352 and the Regulations of HUD with respect there to, including 24 Parts 1. In general, housing must be provided in a manner that does not discriminate against persons based on race, color, religion, sex, familial status, national origin, age, or disability, and must meet minimum standards established by the following:

### **Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d tense.)**



- Provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied benefits of or otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

**Fair Housing Act (42 U.S.C. 3601-3620)**

- Title VIII of the U.S. Civil Rights Act
- Prohibits discrimination in the sale, rental, purchase, lease, financing and/or advertising of the housing based upon race, color, religion, sex, national origin, handicap, and familial status.
- The Fair Housing Act applies to all housing except owner-occupied 1-to-4-unit dwellings and housing for older persons where person 55 and older are concentrated or designated to assisting elderly people.

**STATE OF MICHIGAN FAIR HOUSING LAWS**

**Elliot Larsen Civil Rights Act (Michigan Public Act #453), as amended:**

- Prohibits employers consisting of one or more employees, both public and private, employment agencies, labor organizations, from discriminating against an employee or an applicant for employment based on the employee/applicant's race, color, religion, national origin, age, sex (including pregnancy and sexual harassment), height, weight, or marital status. It is further unlawful to discriminate against a person in retaliation for opposing a violation of this Act, making a charge, a complaint, testifying, or participating in an investigation, proceeding, or hearing under this act. The Act covers not only employment discrimination, but also housing, real estate transactions, educational institutions, public accommodation, law enforcement, and public services.

**Persons with Disabilities Act (Michigan Public Act #220), as amended:**

- Prohibits discrimination based on a person's disability in the areas of employment, housing, real estate and the full equal utilization of public accommodations, public services, and education. A person shall accommodate a person with a disability for purposes of employment, public accommodation, public service, education, or housing unless the person demonstrates that the accommodation would impose due hardship.

**Executive Order 11063 (amended by Executive Order 12257), as amended:**

- Provides that no person in the United States because of race, color, religion (creed), sex, or national origin, shall be denied equal opportunity in housing and related facilities provided with Federal financial assistance, and that all Federal executive departments and agencies shall take action to promote the abandonment of discriminatory practices with regard to residential property and related facilities provided with Federal financial assistance.

**Age Discrimination Act of 1975, as amended (42 U.S.C. 6101), as amended:**

- Provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Discrimination is prohibited in the assistance, tenant selection, sale, rental, and financing of dwellings. It is also prohibited in program administration and any enforcement mechanisms.

**Affirmative Marketing and Minority Outreach:** Each developer/grantee must adopt and follow affirmative marketing procedures and requirements for rental and homebuyer projects containing 5 or more assisted housing units. These procedures and actions will provide information and otherwise attract eligible persons in the program service area to the available housing or assistance without regard to race, color, national origin, sex, religion, familial status, or disability.

Developers/Grantees shall use the Equal Housing Opportunity slogan, logo, or statement in all advertisements, public service announcements, press releases and information mailings. The HUD fair housing poster must be displayed in offices where rental activity takes place for all properties with 5 or more units.

The affirmative marketing requirements and procedures adopted must include:

- Methods for informing the public about Federal fair housing laws and affirmative marketing policy.
- Procedures to inform and solicit applications from person in the housing market area who are not likely to apply for the housing without special outreach (e.g., use of community organizations, places of worship, employment centers, fair housing groups, or housing counseling agencies).
- Records that will be kept describing actions taken to affirmatively market units and records to assess the result of these actions; and
- Developers, to the maximum extent possible, will be inclusive of all minorities, and women, and entities owned by minorities and women, including, without limitation, real estate firms, construction firms, appraisal firms, management firms, financial institutions, investment banking firms, underwriters, accountants, and providers of legal services, in all contracts entered into by the participating jurisdiction with such persons or entities, public and private, in order to facilitate the activities of the participating jurisdiction to provide affordable housing authorized under this Act, or any other Federal housing law applicable to such jurisdiction.

**Violence Against Women Act (VAWA):** 42 U.S. Code §14043e-11: Federal Register published August 6, 2013; Violence Against Women Reauthorization Act of 2013.

VAWA provides certain protections in regard to admissions, occupancy, termination, evictions, and leases for victims of domestic violence, dating violence, sexual assault, and stalking. Following is a general description of the VAWA program. Owners and managers of ARPA assisted housing should consult with its legal counsel for a complete description of VAWA and to determine how to apply and meet VAWA requirements for its project.

No applicant for tenant of ARPA-assisted housing may be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy. Incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be construed as a serious or repeated violation of a lease for the ARPA assisted housing by the victim or threatened victim of such incident, or good cause for terminating the assistance, tenancy or occupancy rights to the ARPA assisted housing of the victim of such incident.

No person may deny assistance, tenancy, or occupancy rights to ARPA-assisted housing to an applicant or tenant solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of the household of the tenant or an affiliated individual of the tenant is a victim of or threatened victim of such domestic violence, dating violence, sexual assault, or stalking. The owner and/or manager of ARPA-assisted housing may bifurcate a lease for the housing in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such criminal activity who is also a tenant or lawful occupant of the housing. The owner and/or manager must provide remaining tenants with the opportunity to establish eligibility.

Any information submitted to the staff of ARPA-assisted housing, include the fact than an individual is a victim of domestic violence, dating violence, sexual assault, or stalking shall be maintained in confidence and may not

be entered into any shared database or disclosed to any other entity or individual, except to the extent that the disclosure is requested or consented to by the individual in writing, and required for use in an eviction or proceeding against any individual who is a tenant or lawful occupant of the housing and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, otherwise required by law.

**Equal Access to Housing Regardless of Sexual Orientation:** HUD issued its Final Rule on February 3, 2012, regarding Equal Access to Housing in HUD programs regardless of sexual orientation or gender identity. Owners may not inquire about the sexual orientation or gender identity of an applicant or occupant of HUD assisted housing for the purpose of determining eligibility or continued occupancy. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity. Nor does the prohibition bar lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms.

**Section 8 and Housing Choice Voucher Recipients – Discrimination Prohibited. (24 CFR 92.253 (d) (4):** Funded rental projects may not “exclude an applicant with a certificate or voucher under the Section 8 Tenant-Based Assistance: Housing Choice Voucher Program (24 CFR Part 982) or an applicant participating in an ARPA-assisted rental based assistance program because of the status of the prospective tenant as a holder of such certificate, voucher, or comparable tenant-based assistance document.”

## GAP SUBSIDY GRANT DEVELOPMENT CHECKLIST

### 1. DEVELOPER/GRANTEE ORIENTATION FOR COUNTY FUNDS

County staff or County Designee will orient Developers/Grantees to design, regulatory and other requirements. Developers/Grantees will meet with County and others as required, regarding:

1. Environmental Review including Section 106 Review for New Construction
2. Davis Bacon and/or Prevailing Wage Requirements
3. Section 3 & MBE/WBE Solicitation and Utilization Plan
4. Section 106 Review
5. Lead-based paint requirements
6. Standards/Design Standards including Energy Audits and Energy Star and Visitability
7. Funding Requirements

### 2. Design/Budget Review and Revision:

1. Design review and revision, as needed: which may include County review of specifications, drawings, scope of work.
2. Construction budget review and revision, as needed

### 3. Finalization of Agreement:

1. Developer/Grantee submits final development budget.
2. County/County Designee orders final Grant Agreement
3. County/County Designee coordinates construction closings for project start.
4. Developer/Grantee submits all remaining items necessary for project start.

### 4. Construction and Marketing:

1. Developer/Grantee keeps County updated on construction schedule.
2. County/County Designee monitors and inspects progress, approving draws and change orders as necessary.
3. Developer/Grantee submits requested documentation.
4. Developer/Grantee begins marketing home(s) for sale.
5. Construction is completed.
6. Rehabilitation project receives final "last nail driven" lead clearance.
7. County/County Designee performs final inspection.

### 5. Project Closeout:

1. Developer/Grantee submits final project documentation to County/County Designee.
2. Final proforma delivered to County/County Designee and final accounting of project completed, project is closed.
3. Homeownership projects to include the following:
  1. Prospective buyer may apply for Down Payment Assistance once a minimum of eight hours of pre-purchase education classes are completed.
  2. Home sale completed.
  3. Accounting of sales proceeds delivered to County/County Designee.

## ATTACHMENT A: HUD ANNUAL HOUSEHOLD INCOME LIMITS

Income limits subject to change.  
 Lansing-East Lansing, MI HUD Metro FMR Area  
Median income - \$97,800 for a family of 4 persons

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

### 2023 HUD Homeowner Sales Price Limit

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

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION AUTHORIZING 2024 ADMINISTRATIVE FUND**

**RESOLUTION #24 -**

A \_\_\_\_\_ meeting of the Board of Commissioners of the County of Ingham, Michigan (the “County”), was held in Mason, Michigan, on \_\_\_\_\_, 2024. The following Commissioners were

PRESENT: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_

**RESOLUTION AUTHORIZING 2024 ADMINISTRATIVE FUND**

IT IS RESOLVED BY THE INGHAM COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

The County Treasurer, pursuant to Section 87c, Subsection (2), of Act 206, is designated as Agent for the County, and the Treasurer's office shall receive such sums as are provided in Section 87c, Subsection (3), to cover administrative expenses so long as the Treasurer waives right to receive such sums as would be payable to him under Section 87c, Subsection (3).

Discussion followed. A vote was thereupon taken on the foregoing resolution and was as follows:

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

A sufficient majority having voted therefor, the resolution appearing above were adopted.

STATE OF MICHIGAN

COUNTY OF INGHAM

I, Barb Byrum, Clerk for the County of Ingham, do hereby certify that the above and foregoing is a true and correct copy of the resolutions adopted by the Board of Commissioners of the County of Ingham Michigan on \_\_\_\_\_, 2024 as appears on record in my office, and that I have compared the same with the original that is a true transcript therefrom and of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at Mason, Michigan this \_\_ day of \_\_\_\_\_, 2024

Barb Byrum, Ingham County Clerk

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[SEAL]

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**2024 BORROWING RESOLUTION  
(2023 DELINQUENT TAXES)**

A \_\_\_\_\_ meeting of the Board of Commissioners of the County of Ingham, Michigan (the “County”), was held in Mason, Michigan, on \_\_\_\_\_, 2024. The following Commissioners were

PRESENT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ABSENT: \_\_\_\_\_  
\_\_\_\_\_

The resolution set forth below was offered by Commissioner \_\_\_\_\_ and supported by Commissioner \_\_\_\_\_.

**2024 BORROWING RESOLUTION  
(2023 DELINQUENT TAXES)**

WHEREAS, ad valorem real property taxes are imposed by the County and the local taxing units within the County on July 1 and/or December 1 of each year; and

WHEREAS, a certain portion of these taxes remain unpaid and uncollected on March 1 of the year following assessment, at which time they are returned delinquent to the County's treasurer (the “Treasurer”); and

WHEREAS, the Treasurer is bound to collect all delinquent taxes, interest and property tax administration fees which would otherwise be payable to the local taxing units within the County; and

WHEREAS, the statutes of the State of Michigan authorize the County to establish a fund, in whole or in part from borrowed proceeds, to pay local taxing units within the County their respective shares of delinquent ad valorem real property taxes in anticipation of the collection of those taxes by the Treasurer; and



WHEREAS, the County Board of Commissioners (the “Board”) has adopted a resolution authorizing the County's Delinquent Tax Revolving Fund (the “Revolving Fund Program”), pursuant to Section 87b of Act No. 206, Michigan Public Acts of 1893, as amended (“Act 206”); and

WHEREAS, such fund has been established to provide a source of monies from which the Treasurer may pay any or all delinquent ad valorem real property taxes which are due the County, and any city, township, school district, intermediate school district, community college district, special assessment district, drainage district, or other political unit within the geographical boundaries of the County participating in the County's Revolving Fund Program pursuant to Act 206 (“local units”); and

WHEREAS, the Treasurer is authorized under Act 206, and has been directed by the Board, to make such payments with respect to delinquent ad valorem real property taxes (including the property tax administration fees assessed under subsection (6) of Section 44 of Act 206) owed in 2023 to the County and the local units (collectively, the “taxing units”) which will have remained unpaid on March 1, 2024 and the Treasurer is authorized to pledge these amounts in addition to any amounts not already pledged for repayment of prior series of Notes (or after such prior series of Notes are retired as a secondary pledge) all as the Treasurer shall specify in an order when the Notes authorized hereunder are issued (the “Delinquent Taxes”); and

WHEREAS, the Board has determined that in order to raise sufficient monies to adequately fund the Revolving Fund, the County must issue its General Obligation Limited Tax Notes, Series 2024 in one or more series, in accordance with Sections 87c, 87d, 87g and 89 of Act 206 and on the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED:

**I.  
GENERAL PROVISIONS**

101. Establishment of 2024 Revolving Fund. In order to implement the continuation of the Revolving Fund Program and in accordance with Act 206, the County hereby establishes a 2024 Delinquent Tax Revolving Fund (the “Revolving Fund”) as a separate and segregated fund within the existing Delinquent Tax Revolving Fund of the County previously established by the Board pursuant to Section 87b of Act 206.

102. Issuance of Notes. The County shall issue its General Obligation Limited Tax Notes, Series 2024 in one or more series (the “Notes” or “Note”), in accordance with this Resolution and Sections 87c, 87d, 87g and 89 of Act 206, payable in whole or in part from the Delinquent Taxes and/or from the other sources specified below.

103. Aggregate Amount of Notes.

(a) The Notes shall be issued in an aggregate amount to be determined in accordance with this Section by the Treasurer.

(b) The aggregate amount of the Notes shall not be less than the amount by which the actual or estimated Delinquent Taxes exceeds (i) the County's participating share of Delinquent Taxes, and (ii) any sums otherwise available to fund the Tax Payment Account established under Section 702 (including any monies held in respect of Section 704(c)).

(c) The aggregate amount of the Notes shall not be greater than the sum of (i) the actual amount of the Delinquent Taxes pledged to the payment of debt service on the Notes, plus (ii) the amount determined by the Treasurer to be allocated to a reserve fund. Original proceeds of the Notes devoted to a reserve fund shall not exceed the lesser of (A) the amount reasonably required for those of the Notes secured by the reserve fund, (B) 10% of the proceeds of such Notes, (C) the maximum amount of annual debt service on such Notes, or (D) 125% of average annual debt service on such Notes.

(d) The aggregate amount of the Notes shall be designated by the Treasurer by written order after (i) the amount of the Delinquent Taxes, or the amount of Delinquent Taxes to be funded by the issuance of the Notes, has been estimated or determined, and (ii) the amount of the reasonably required reserve fund has been calculated. Delinquent Taxes shall be estimated based on delinquencies experienced during the past three fiscal years and on demographic and economic data relevant to the current tax year, and shall be determined based on certification from each of the taxing units. The amount of the reasonably required reserve fund shall be calculated pursuant to such analyses and certificates as the Treasurer may request.

104. Proceeds. If the Notes are issued and sold before the Treasurer has received certification from the taxing units of the amount of the Delinquent Taxes and if such certification is not reasonably anticipated to occur to allow distribution of the proceeds of the Notes within 20 days after the date of issue, the proceeds of the Notes shall be deposited in the County's 2024 Delinquent Tax Project Account and thereafter used to fund the whole or a part of the County's 2024 Tax Payment Account, 2024 Notes Reserve Account and/or 2024 Note Payment Account, subject to and in accordance with Article VII. If the Notes are issued and sold on or after such time, the proceeds of the Notes shall be deposited directly into the County's 2024 Tax Payment Account, 2024 Notes Reserve Account and/or 2024 Note Payment Account, as provided in Article VII.

105. Treasurer's Order Authorizing Notes and Establishing Delinquent Taxes. At or prior to the time any Note is issued pursuant to this resolution, the Treasurer, as authorized by Act 206, may issue a written order specifying the amount and character of the Delinquent Taxes, the Article or Articles under which the Notes are being issued and any other matters subject to the Treasurer's control under either this resolution or Act 206.

## **II. FIXED MATURITY NOTES**

201. Authority. At the option of the Treasurer, exercisable by written order, the Notes may be issued in accordance with this Article II. All reference to "Notes" in Article II refers only to Notes issued pursuant to Article II, unless otherwise specified.

202. Date. The Notes shall be dated as of the date of issue or as of such earlier date specified by written order of the Treasurer.

203. Maturity and Amounts. Notes issued pursuant to this Article II shall be structured in accordance with subsections (a) or (b) below as determined by the Treasurer pursuant to written order.

(a) The first maturity of the Notes or of a series of the Notes shall be determined by the Treasurer pursuant to written order, but shall not be later than three years after the date of issue. Later maturities of the Notes shall be on the first anniversary of the preceding maturity or on such earlier date as the Treasurer may specify by written order. The Notes shall be structured with the number of maturities determined by the Treasurer to be necessary or appropriate, and the last maturity shall be scheduled for no later than the sixth anniversary of the date of issue. The amount of each maturity or of any mandatory or optional call date shall be set by the Treasurer when the amount of Delinquent Taxes is determined by the Treasurer or when a reliable estimate of the Delinquent Taxes is available to the Treasurer. In determining the exact amount of each maturity or of any mandatory or optional call date the Treasurer shall consider the schedule of delinquent tax collections prepared for the tax years ending December 31, 2023, or ending any other years and the corollary schedule setting forth the anticipated rate of collection of those Delinquent Taxes which are pledged to the repayment of the Notes. The amount of each maturity and the scheduled maturity dates of the Notes shall be established to take into account the dates on which the Treasurer reasonably anticipates the collection of such Delinquent Taxes and shall allow for no more than a 15% variance between the debt service payable on each maturity date, the Notes, and the anticipated amount of pledged monies available on such maturity date to make payment of such debt service.

(b) Alternatively, the Notes or a series of the Notes may be structured with a single stated maturity falling not later than the fourth anniversary of the date of issue. The Notes issued under this subsection (b) shall be subject to redemption on such terms consistent with the applicable parts of subsection (a) of this section and with Section 209 as shall be ordered by the Treasurer, but in no event shall such Notes be subject to redemption less frequently than annually.

204. Interest Rate and Date of Record.

(a) Except as otherwise provided in this paragraph, the Notes issued pursuant to subsection (a) of Section 203 shall bear interest payable semi-annually, with the first interest payment to be payable (i) on the first date, after issuance, corresponding to the day and month on which the maturity of such Notes falls, or (ii) if the Treasurer so orders, six months before such date. In the event (i) any maturity of the Notes arises either less than six months before the succeeding maturity date or less than six months after the preceding maturity date and (ii) the Treasurer so orders in writing, interest on the Notes shall be payable on such succeeding or preceding maturity date. Subject to the following sentence, the Notes issued pursuant to subsection (b) of Section 203 shall, pursuant to written order of the Treasurer, bear interest monthly, quarterly, or semiannually, as provided by written order of the Treasurer. If the Notes issued under this Article II are sold with a variable rate feature as provided in Article IV, such Notes may, pursuant

to written order of the Treasurer, bear interest weekly, monthly, quarterly or on any put date, or any combination of the foregoing, as provided by written order of the Treasurer.

(b) Interest shall not exceed the maximum rate permitted by law.

(c) Interest shall be mailed by first class mail to the registered owner of each Notes as of the applicable date of record, provided, however, that the Treasurer may agree with the Registrar (as defined below) on a different method of payment.

(d) Subject to Section 403 in the case of variable rate Notes, the date of record shall be not fewer than 14 nor more than 31 days before the date of payment, as designated by the Treasurer prior to the sale of the Notes.

205. Note Form. The form of Note shall be consistent with the provisions of this Resolution and shall reflect all material terms of the Notes. Unless the Treasurer shall by written order specify the contrary, the Notes shall be issued in fully registered form both as to principal and interest, registrable upon the books of a Note Registrar (the "Registrar") to be named by the Treasurer. If the Notes are issued in bearer form the Treasurer shall appoint a paying agent (the "Paying Agent"). (The Registrar or Paying Agent so named may be any bank or trust company or other entity, including the County Treasurer, offering the necessary services pertaining to the registration and transfer of negotiable securities.)

206. Denominations and Numbers. The Notes shall be issued in one or more denomination or denominations of \$1,000 each or any integral multiple of \$1,000 in excess of \$1,000, as determined by the Treasurer. Notwithstanding the foregoing, however, in the event the Notes are deposited under a book entry depository trust arrangement pursuant to Section 208, the Notes may, if required by the depository trustee, be issued in denominations of \$5,000 each or any integral multiple of \$5,000. The Notes shall be numbered from one upwards, regardless of maturity, in such order as the Registrar shall determine.

207. Transfer or Exchange of Notes.

(a) Notes issued in registered form shall be transferable on a Note register maintained with respect to the Notes upon surrender of the transferred Notes, together with an assignment executed by the registered owner or his or her duly authorized attorney-in-fact in form satisfactory to the Registrar. Upon receipt of a properly assigned Note, the Registrar shall authenticate and deliver a new Note or Notes in equal aggregate principal amount and like interest rate and maturity to the designated transferee or transferees.

(b) The Notes may likewise be exchanged for one or more other Notes with the same interest rate and maturity in authorized denominations aggregating the same principal amount as the Note or Notes being exchanged, upon surrender of the Note or Notes and the submission of written instructions to the Registrar or, in the case of bearer Notes, to the Paying Agent. Upon receipt of a Note with proper written instructions the Registrar or Paying Agent shall authenticate and deliver a new Note or Notes to the owner thereof or to the owner's attorney-in-fact.

(c) Any service charge made by the Registrar or Paying Agent for any such registration, transfer or exchange shall be paid for by the County as an expense of borrowing, unless otherwise agreed by the Treasurer and the Registrar or Paying Agent. The Registrar or Paying Agent may, however, require payment by a Noteholder of a sum sufficient to cover any tax or other governmental charge payable in connection with any such registration, transfer or exchange.

208. Book Entry Depository Trust. At the option of the Treasurer, and notwithstanding any contrary provision of Section 212, the Notes may be deposited, in whole or in part, with a depository trustee designated by the Treasurer who shall transfer ownership of interests in the Notes by book entry and who shall issue depository trust receipts or acknowledgments to owners of interests in the Notes. Such book entry depository trust arrangement, and the form of depository trust receipts or acknowledgments, shall be as determined by the Treasurer after consultation with the depository trustee. The Treasurer is authorized to enter into any depository trust agreement on behalf of the County upon such terms and conditions as the Treasurer shall deem appropriate and not otherwise prohibited by the terms of this Resolution. The depository trustee may be the same as the Registrar otherwise named by the Treasurer, and the Notes may be transferred in part by depository trust and in part by transfer of physical certificates as the Treasurer may determine.

209. Redemption.

(a) Subject to the authority granted the Treasurer pursuant to subsection (c) of this Section (in the case of fixed rate Notes) and to the authority granted the Treasurer pursuant to Section 404 (in the case of variable rate Notes), the Notes or any maturity or maturities of the Notes shall be subject to redemption prior to maturity on the terms set forth in subsection (b) below.

(b) Notes scheduled to mature after the first date on which any Notes of the series are scheduled to mature shall be subject to redemption, in inverse order of maturity, on each interest payment date arising after the date of issue.

(c) If the Treasurer shall determine such action necessary to enhance the marketability of the Notes or to reduce the interest rate to be offered by prospective purchasers on any maturity of the Notes, the Treasurer may, by written order prior to the issuance of such Notes, (i) designate some or all of the Notes as non-callable, regardless of their maturity date, and/or (ii) delay the first date on which the redemption of callable Notes would otherwise be authorized under subsection (b) above.

(d) Notes of any maturity subject to redemption may be redeemed before their scheduled maturity date, in whole or in part, on any permitted redemption date or dates, subject to the written order of the Treasurer. The Notes called for redemption shall be redeemed at par, plus accrued interest to the redemption date, plus, if the Treasurer so orders, a premium of not more than 1%. Redemption may be made by lot or pro rata, as shall be determined by the Treasurer.

(e) With respect to partial redemptions, any portion of a Note outstanding in a denomination larger than the minimum authorized denomination may be redeemed, provided such portion as well as the amount not being redeemed constitute authorized denominations. In the event less than the entire principal amount of a Note is called for redemption, the Registrar or Paying Agent shall, upon surrender of the Note by the owner thereof, authenticate and deliver to the owner a new Note in the principal amount of the principal portion not redeemed.

(f) Notice of redemption shall be by first class mail 30 days prior to the date fixed for redemption, or such shorter time prior to the date fixed for redemption as may be consented to by the holders of all outstanding Notes to be called for redemption. Such notice shall fix the date of record with respect to the redemption if different than otherwise provided in this Resolution. Any defect in any notice shall not affect the validity of the redemption proceedings. Notes so called for redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with a paying agent to redeem the same.

210. Discount. At the option of the Treasurer, the Notes may be offered for sale at a discount not to exceed 2%.

211. Public or Private Sale. The Treasurer may, at the Treasurer's option, conduct a public or private sale of the Notes. After a Public sale the Treasurer shall either award the Notes to the lowest bidder or reject all bids. The conditions of a Public sale shall be as specified in a published Notice of Sale prepared by the Treasurer announcing the principal terms of the Notes and the offering. Alternatively, the Treasurer may, at the Treasurer's option, negotiate a private sale of the Notes as provided in Act 206. If required by law, or if otherwise determined by the Treasurer to be in the best interest of the County, (a) the Notes shall be rated by a national rating agency selected by the Treasurer, (b) a good faith deposit shall be required of the winning bidder, and/or (c) CUSIP numbers shall be assigned to the Notes. If a public sale is conducted or if otherwise required by law or the purchaser of the Notes, the Treasurer shall prepare or cause to be prepared and disseminated an offering memorandum or official statement containing all material terms of the offer and sale of the Notes. Pursuant to any sale of the Notes, the County shall make such filings, shall solicit such information and shall obtain such governmental approvals as shall be required pursuant to any state or federal law respecting back-up income tax withholding, securities regulation, original issue discount or other regulated matter.

212. Execution and Delivery. The Treasurer is authorized and directed to execute the Notes on behalf of the County by manual or facsimile signature, provided that if the facsimile signature is used the Notes shall be authenticated by the Registrar or any tender agent as may be appointed pursuant to Section 801(c). The Notes shall be sealed with the County seal or imprinted with a facsimile of such seal. The Treasurer is authorized and directed to then deliver the Notes to the purchaser thereof upon receipt of the purchase price. The Notes shall be delivered at the expense of the County in such city or cities as may be designated by the Treasurer.

213. Renewal, Refunding or Advance Refunding Notes. If at any time it appears to be in the best interests of the County, the Treasurer, by written order, may authorize the issuance of renewal, refunding or advance refunding Notes. The terms of such Notes, and the procedures incidental to their issuance, shall be set subject to Section 309 and, in appropriate cases, Article X.

### **III. SHORT-TERM NOTES**

301. Authority. At the option of the Treasurer, exercisable by written order, the Notes may be issued in accordance with this Article III. All references to “Notes” in Article III refer only to Notes issued pursuant to Article III, unless otherwise specified.

302. Date and Maturity. The Notes shall be dated as of their date of issuance or any prior date selected by the Treasurer, and each issuance thereof shall mature on such date not exceeding three years from the date of their issuance as may be specified by written order of the Treasurer.

303. Interest and Date of Record. The Notes shall bear interest payable monthly, quarterly, or semi-annually and at maturity at such rate or rates as may be determined by the Treasurer not exceeding the maximum rate of interest permitted by law on the date the Notes are issued. The date of record shall be not fewer than two nor more than 31 days before the date of payment, as designated by the Treasurer prior to the sale of the Notes.

304. Note Form. The form of Note shall be consistent with the prescriptions of this Resolution and shall reflect all material terms of the Notes. The Notes shall, in the discretion of the Treasurer and consistent with Section 205, either be payable to bearer or be issued in registered form. If issued in registered form, the Notes may be constituted as book-entry securities consistent with Section 208, notwithstanding any contrary provision of Section 308.

305. Denomination and Numbers. The Notes shall be issued in one or more denomination or denominations, as determined by the Treasurer. The Notes shall be numbered from one upwards in such order as the Treasurer determines.

306. Redemption. The authority and obligations of the Treasurer set forth in subsections (b) and (c) of Section 209 (in the case of fixed rate Notes), or Section 404 (in the case of variable rate Notes), as the case may be, shall apply also to the Notes issued under Article III.

307. Sale of Notes. The authority and obligations of the Treasurer set forth in Sections 210 and 211 respecting Fixed Maturity Notes shall apply also to the Notes issued under Article III.

308. Execution and Delivery. The authority and obligations of the Treasurer set forth in Section 212 respecting Fixed Maturity Notes shall also apply to the Notes issued under Article III.

309. Renewal or Refunding Notes.

(a) The Treasurer may by written order authorize the issuance of renewal or refunding Notes (collectively the “Renewal Notes”). Renewal Notes shall be sold on the maturity date of, and the proceeds applied to the payment of debt service on, the Notes to be renewed. The maturities and repayment terms of the Renewal Notes shall be set by written order of the Treasurer.

(b) In the order authorizing Renewal Notes, the Treasurer shall specify whether the Notes shall be issued in accordance with this Article III, in which event the provisions of Article III shall govern the issuance of the Notes, or whether the Notes shall be issued in accordance with Article II, in which event the provisions of Article II shall govern the issuance of the Notes. The order shall also provide for and shall also govern with respect to:

- (i) the aggregate amount of the Renewal Notes;
- (ii) the date of the Renewal Notes;
- (iii) the denominations of the Renewal Notes;
- (iv) the interest payment dates of the Renewal Notes;
- (v) the maturity or maturities of the Renewal Notes;
- (vi) the terms of sale of the Renewal Notes;

(vii) whether any Renewal Notes issued in accordance with Article II shall be subject to redemption and, if so, the terms thereof; and

(viii) any other terms of the Renewal Notes consistent with, but not specified in, Article II or Article III.

(c) Regardless of whether Renewal Notes need be approved by prior order of the Department of Treasury, the Treasurer, pursuant to Section 89(5)(d) of Act 206, shall promptly report to the Department of Treasury the issuance of any Renewal Notes.

#### **IV. VARIABLE INTEREST RATE**

401. Variable Rate Option. At the option of the Treasurer, exercisable by written order, the Notes, whether issued pursuant to Article II or Article III, may be issued with a variable interest rate, provided that the rate shall not exceed the maximum rate of interest permitted by law.

402. Determination of Rate. The order of the Treasurer shall provide how often the variable interest rate shall be subject to recalculation, the formula or procedure for determining the variable interest rate, whether and on what terms the rate shall be determined by a remarketing agent in the case of demand obligations consistent with Section 801(d), and whether and on what terms a fixed rate of interest may be converted to or from a variable rate of interest. Such formula or procedure shall be as determined by the Treasurer, but shall track or float within a specified percentage band around the rates generated by any one or more of the following indices:

(i) Publicly reported prices or yields of obligations of the United States of America;



(ii) An index of municipal obligations periodically reported by a nationally recognized source;

(iii) The prime lending rate from time to time set by any bank or trust company in the United States with unimpaired capital and surplus exceeding \$40,000,000;

(iv) Any other rate or index that may be designated by order of the Treasurer provided such rate or index is set or reported by a source which is independent of and not controlled by the Treasurer or the County.

The procedure for determining the variable rate may involve one or more of the above indices as alternatives or may involve the setting of the rate by a municipal bond specialist provided such rate shall be within a stated percentage range of one or more of the indices set forth above.

403. Date of Record. The Date of Record shall be not fewer than one nor more than 31 days before the date of payment, as designated by written order of the Treasurer.

404. Redemption. Notwithstanding any contrary provision of subsections (b) and (c) of Section 209, but subject to the last sentence of this Section 404, Notes bearing interest at a variable rate may be subject to redemption by the County and/or put by the holder at any time or times and in any order, as may be determined pursuant to written order of the Treasurer. Notes shall not be subject to redemption more frequently than monthly.

405. Remarketing, Repurchase and Resale.

(a) In the event the Notes issued under this Article IV are constituted as a demand obligation, the interest rate on the Notes shall be governed by, and/or shall be subject to, remarketing by a remarketing agent appointed in accordance with Section 801(c), under the terms of a put agreement employed in accordance with Section 801(d).

(b) The County shall be authorized, consistent with Act 206 and pursuant to order of the Treasurer, to participate in the repurchase and resale of the Notes in order to reduce the cost of, or increase the revenue, attendant to the establishment of the Revolving Fund and the issuance and discharge of the Notes. Any purchase of the Notes pursuant to this subsection (b) shall be made with unpledged monies drawn from revolving funds established by the County in connection with retired general obligation limited tax notes.

## **V. MULTIPLE SERIES**

501. Issuance of Multiple Series. At the option of the Treasurer, exercisable by written order, the Note or Notes issued under Article II, Article III or Article X may be issued in two or more individually designated series. Each series shall bear its own rate of interest, which may be fixed or variable in accordance with Article IV. Various series need not be issued at the same time and may be issued from time to time in the discretion of the Treasurer exercisable by written order. In determining the dates of issuance of the respective series, the Treasurer shall consider, among

other pertinent factors, the impact the dates selected may have on the marketability, rating and/or qualification for credit support or liquidity support for, or insurance of, the Note or Notes. The Note of each such series shall be issued according to this Resolution in all respects (and the term “Note” or “Notes” shall be deemed to include each series of Notes throughout this Resolution), provided that:

(a) The aggregate principal amount of the Notes of all series shall not exceed the maximum aggregate amount permitted under Section 103;

(b) Each series shall be issued pursuant to Article II or Article III, and different series may be issued pursuant to different Articles;

(c) Each series shall be issued pursuant to Section 502 or Section 503, and different series may be issued pursuant to different Sections;

(d) A series may be issued under Article II for one or more of the annual maturities set forth in Article II with the balance of the annual maturities being issued under Article II or under Article III in one or more other series, provided that the minimum annual maturities set forth in Section 203 shall be reduced and applied pro rata to all Notes so issued; and

(e) The Notes of all series issued pursuant to Article II above shall not, in aggregate, mature in amounts or on dates exceeding the maximum authorized maturities set forth in Section 203.

502. Series Secured Pari Passu. If the Notes are issued in multiple series pursuant to this Article V, each series of Notes may, by written order of the Treasurer, be secured *pari passu* with the other by the security described in and the amounts pledged by Article VII below. Moreover, such security may, pursuant to further written order of the Treasurer, be segregated in accordance with the following provisions.

(a) The Treasurer may by written order establish separate sub-accounts in the County's 2024 Note Reserve Account for each series of Notes, into which shall be deposited the amount borrowed for the Note Reserve Account for each such series.

(b) The Treasurer may by written order establish separate sub-accounts in the County's 2024 Note Payment Account for each series of Notes, and all amounts deposited in the Note Payment Account shall be allocated to the sub-accounts.

(c)(i) In the event separate sub-accounts are established pursuant to subsection (b) above, and subject to Paragraph (ii) below, the percentage of deposits to the County's 2024 Note Payment Account allocated to each sub-account may be set equal to the percentage that Notes issued in the corresponding series bears to all Notes issued under this Resolution or to any other percentage designated by the Treasurer pursuant to written order; provided that if the various series are issued at different times or if the various series are structured with different maturity dates, (I) sums deposited in the Note Payment Account prior to the issuance of one or more series may upon the issuance of each such series be reallocated among the various sub-accounts established under

Subsection (b) above to achieve a balance among the sub-accounts proportionate to the designated percentage allocation, and/or (II) deposits to the Note Payment Account may be allocated among the sub-accounts according to the total amount of debt service that will actually be paid from the respective sub-accounts.

(ii) Alternatively, the Treasurer may, by written order, rank the sub-accounts established under Subsection (b) above in order of priority, and specify that each such sub-account shall receive deposits only after all sub-accounts having a higher priority have received deposits sufficient to discharge all (or any specified percentage of) Notes whose series corresponds to any of the sub-accounts having priority.

(d) In the absence of a written order of the Treasurer to the contrary, the amounts in each sub-account established pursuant to this Section 502 shall secure only the Notes issued in the series for which such sub-account was established, until such Notes and interest on such Notes are paid in full, after which the amounts in such sub-account may, pursuant to written order of the Treasurer, be added pro rata to the amounts in the other sub-accounts and thereafter used as part of such other sub-accounts to secure all Notes and interest on such Notes for which such other sub-accounts were created, until paid in full. Alternatively, amounts held in two or more sub-accounts within either the Note Reserve Account or the Note Payment Account may be commingled, and if commingled shall be held *pari passu* for the benefit of the holders of each series of Notes pertaining to the relevant sub-accounts.

503. Series Independently Secured. If the Notes are issued in multiple series pursuant to this Article V, each series of Notes may, by written order of the Treasurer, be independently secured in accordance with this Section 503.

(a) Each series of Notes shall pertain to one or more taxing units, as designated by the Treasurer pursuant to written order, and no two series of Notes shall pertain to the same taxing unit. A school district, intermediate school district, or community college district extending beyond the boundaries of a city in which it is located may, pursuant to written order of the Treasurer, be subdivided along the boundaries of one or more cities and each such subdivision shall be deemed a taxing unit for purposes of this Section 503.

(b) Separate sub-accounts shall be established in the County's 2024 Tax Payment Account. Each sub-account shall receive the proceeds of one and only one series of Notes, and amounts shall be disbursed from the sub-account to only those taxing units designated as being in that series.

(c) In the event Notes are issued for deposit into the Project Account established under Section 701, separate sub-accounts shall be established in the Project Account. Each sub-account shall receive the proceeds of one and only one series of Notes, and amounts shall be disbursed from the sub-account only to accounts, sub-accounts and/or taxing units designated as being in the series corresponding to the sub-account from which disbursement is being made.

(d) A separate sub-account shall be established in the County's 2024 Note Reserve Account for each series of Notes, into which shall be deposited the amount determined by the

Treasurer under Section 103 or Section 703 with respect to the series. Each sub-account shall secure one and only one series.

(e) A separate sub-account shall be established in the County's 2024 Note Payment Account for each series of Notes. Each sub-account shall be allocated only those amounts described in Section 704 which pertain to the taxing units included in the series corresponding to the sub-account. Chargebacks received from a taxing unit pursuant to Section 905 shall be deposited in the sub-account corresponding to the series in which the taxing unit is included. Amounts held in each sub-account shall secure the debt represented by only those Notes included in the series corresponding to the sub-account, and disbursements from each sub-account may be applied toward the payment of only those Notes included in the series corresponding to the sub-account.

(f) The amounts in each sub-account established pursuant to this Section 503 shall secure only the Notes issued in the series for which such sub-account was established until such Notes and interest on such Notes are paid in full, after which any amounts remaining in such sub-account shall accrue to the County and shall no longer be pledged toward payment of the Notes.

## **VI. TAXABILITY OF INTEREST**

601. Federal Tax. The County acknowledges that the current state of Federal law mandates that the Notes be structured as taxable obligations. Consequently, the Notes shall, subject to Article X, be issued as obligations the interest on which is not excluded from gross income for purposes of Federal income tax.

602. State of Michigan Tax. Consistent with the treatment accorded all obligations issued pursuant to Act 206, interest on the Notes shall be exempt from the imposition of the State of Michigan income tax and the State of Michigan single business tax, and the Notes shall not be subject to the State of Michigan intangibles tax.

603. Change in Federal Tax Status. In the event there is a change in the Federal tax law or regulations, a ruling by the U.S. Department of Treasury or Internal Revenue Service establishes that the Notes may be issued as exempt from Federal income taxes or a change in Michigan law causes the Notes in the opinion of counsel to be exempt from federal income taxes, the Notes may be so issued.

## **VII. FUNDS AND SECURITY**

701. Delinquent Tax Project Account. If the Notes are issued and sold before the Treasurer has received certification from the taxing units of the amount of the Delinquent Taxes and if such certification is not reasonably anticipated in time to allow distribution of the proceeds of the Notes within 20 days after the date of issue, a 2024 Delinquent Tax Project Account (the "Project Account") shall be established by the Treasurer as a separate and distinct fund of the County within its general fund. The Project Account shall receive all proceeds from the sale of the Notes,

including any premium or accrued interest received at the time of sale. The Project Account shall be held in trust by an escrow agent until the monies therein are disbursed in accordance with this Article VII. The escrow agent shall be a commercial bank, shall be located in Michigan, shall have authority to exercise trust powers, and shall have a net worth in excess of \$25,000,000. The form and content of the agreement between the County and the escrow agent shall be approved by the Treasurer. Subject to the following sentence, monies deposited in the Project Account shall be expended only (i) for the purpose of funding the Tax Payment Account established under Section 702 and (ii) to the extent permitted by Act 206, for the purpose of paying the expenses of the offering of the Notes. In the event the Treasurer by written order so directs, additional funding of the Project Account may be undertaken, and any surplus proceeds remaining in the Project Account after the Treasurer has completed the funding of the Tax Payment Account may be transferred to either the 2024 Note Reserve Account created under Section 703 or the 2024 Note Payment Account created under Section 704. Monies in the Project Account may be disbursed by the escrow agent to the County's 2024 Tax Payment Account at any time and from time to time, upon receipt of a written requisition signed by the Treasurer.

702. 2024 Tax Payment Account. The County's 2024 Tax Payment Account (the "Tax Payment Account") is hereby established as a distinct account within the Revolving Fund. The Treasurer shall designate all or a portion of the proceeds of the Notes, not to exceed the amount of Delinquent Taxes, for deposit in the Tax Payment Account. If, however, the proceeds of the Notes are initially deposited in the Project Account pursuant to Section 701, the Treasurer is instead authorized and directed to transfer monies included in the Project Account in accordance with the procedures set forth in Section 701. The County shall apply the monies in the Tax Payment Account to the payment of the Delinquent Taxes or expenses of the borrowing in accordance with Act 206. The allocation of monies from the Tax Payment Account may be made pursuant to a single, comprehensive disbursement or may instead be made from time to time, within the time constraints of Act 206, to particular taxing units as monies are paid into the Tax Payment Account, such that the source of the monies (whether from the County's own funds, from the proceeds of a tax exempt borrowing or from the proceeds of a taxable borrowing) may be traced to the particular taxing unit receiving the funds. Moreover, and regardless of whether multiple series of Notes are issued, the Tax Payment Account may be divided into separate sub-accounts in order to allow the Treasurer to designate which taxing units shall receive borrowed funds and which shall receive funds otherwise contributed by the County.

703. 2024 Note Reserve Account. In the event funding is provided as described in this Section 703, the Treasurer shall establish a 2024 Note Reserve Account (the "Note Reserve Account") as a distinct account within the Revolving Fund. After depositing all of the monies to fund the Tax Payment Account pursuant to Section 702, the Treasurer shall next transfer to the Note Reserve Account, either from the Project Account or directly from the proceeds of Notes, any proceeds remaining from the initial issuance of the Notes. In addition, the Treasurer may transfer unpledged monies from other County sources to the Note Reserve Account in an amount which, when added to any other amounts to be deposited in the Note Reserve Account, does not exceed the amount reasonably required for the Notes secured by the Reserve Account or, if less, 20% of the total amount of the Notes secured by the Reserve Account. Except as provided below, all monies in the Note Reserve Account shall be used solely for payment of principal of, premium, if any, and interest on the Notes to the extent that monies required for such payment are not

available in the County's 2024 Note Payment Account. Monies in the Note Reserve Account shall be withdrawn first for payment of principal of, premium, if any, and interest on the Notes before County general funds are used to make the payments. All income or interest earned by, or increment to, the Note Reserve Account due to its investment or reinvestment shall be deposited in the Note Reserve Account. When the Note Reserve Account is sufficient to retire the Notes and accrued interest thereon, the Treasurer may order that the Note Reserve Account be used to purchase the Notes on the market, or, if the Notes are not available, to retire the Notes when due. If so ordered by the Treasurer, all or any specified portion of the Note Reserve Account may be applied toward the redemption of any Notes designated for redemption in accordance with Section 209.

704. 2024 Note Payment Account.

(a) The County's 2024 Note Payment Account is hereby established as a distinct account within the Revolving Fund. (The County's 2024 Note Payment Account, as supplemented by monies held in any interim account that are designated for transfer to the 2024 Note Payment Account, is herein referred to as the "Note Payment Account".) The Treasurer is directed to deposit into the Note Payment Account, promptly on receipt, those amounts described below in Paragraphs (i), (ii), (iv), and (v) that are not excluded pursuant to Subsection (c) below. Furthermore, the Treasurer may, by written order, deposit into the Note Payment Account all or any portion of the amounts described below in Paragraph (iii).

(i) All Delinquent Taxes.

(ii) All statutory interest on the Delinquent Taxes.

(iii) All property tax administration fees on the Delinquent Taxes, net of any amounts applied toward the expenses of this borrowing.

(iv) Any amounts which are received by the Treasurer from the taxing units within the County because of the uncollectability of the Delinquent Taxes.

(v) Any amounts remaining in the Project Account after the transfers to the Tax Payment Account and Note Reserve Account have been made as specified in Sections 702 and 703.

(b) Monies in the Note Payment Account shall be used by the County to pay principal of, premium, if any, and interest on the Notes as the same become due and payable.

(c)(i) The Treasurer may by written order provide that only a portion of the sums described above in Subsection (a) shall be deposited into the Note Payment Account and applied toward the payment of debt service on the Notes, in which event those sums which are withheld from the Note Payment Account shall be deposited into the Tax Payment Account or, pursuant to further order of the Treasurer, applied toward any other purpose consistent with Act 206. The portion of any sums described in Subsection (a) which are withheld from the Note Payment

Account pursuant to this Subsection shall be determined in accordance with the following Paragraph.

(ii) Prior to the issuance of the Notes, the Treasurer may by written order specify a cut-off date not earlier than March 1, 2024, and only those sums payable to the Note Payment Account and received by the County after the cut-off date shall be applied to the Note Payment Account.

(d) The Treasurer may by written order provide that at such time as sufficient funds shall have been deposited into the Note Payment Account to pay all remaining amounts owed under the Notes the pledge on any additional monies otherwise payable to the Note Payment Account shall be discharged and such monies shall not be deposited into the Note Payment Account or otherwise pledged toward payment of the Notes.

(e) The Treasurer may by written order provide that in the event Notes are issued pursuant to Article III, amounts which would otherwise be included in the Note Payment Account or the Note Reserve Account (or any sub-account therein for a particular series of Notes) shall not include any amounts received by the County prior to the latest maturity date of any series of Notes previously issued under Article II and/or Article III.

705. Limited Tax General Obligation and Pledge.

(a) The Notes shall be the general obligation of the County, backed by the County's full faith and credit, the County's tax obligation (within applicable constitutional and statutory limits) and the County's general funds. The County budget shall provide that if the pledged monies are not collected in sufficient amounts to meet the payments of the principal and interest due on the Notes, the County, before paying any other budgeted amounts, shall promptly advance from its general funds sufficient monies to pay such principal and interest.

(b) In addition, the monies listed below are pledged to the repayment of the Notes and, subject to Section 901, shall be used solely for repayment of the Notes until the principal of, premium, if any, and interest on the Notes are paid in full:

(i) All amounts deposited or earned in any Project Account, until disbursed in accordance with Section 701;

(ii) All net proceeds from the sale of the Notes deposited or earned in the Tax Payment Account, until disbursed in accordance with Section 702;

(iii) All amounts deposited in the Note Payment Account pursuant to Section 704(a);

(iv) All amounts deposited in the Note Reserve Account;

(v) All amounts earned from the investment of monies held in the Notes Payment Account or the Note Reserve Account; and

(vi) Any supplemental monies placed in the Note Payment Account and drawn in the discretion of the Treasurer from unpledged sums on the revolving funds, which pledge shall be subject to such limitations or exceptions as shall be set forth in the written order of the Treasurer.

(c) If the Notes shall be issued in various series pursuant to Article V, this pledge shall in the case of any independently secured series extend only to monies in accounts or sub-accounts pertaining to the particular series.

(d) If the amounts so pledged are not sufficient to pay the principal and interest when due, the County shall pay the same from its general funds or other available sources. Pursuant to written order of the Treasurer, the County may later reimburse itself for such payments from the Delinquent Taxes collected.

706. Security for Renewal, Refunding or Advance Refunding Notes. Renewal, refunding, or advance refunding Notes shall be secured by all or any portion of the same security securing the Notes being renewed, refunded or advance refunded. The monies pledged in Section 705 for the repayment of the Notes are also pledged for the repayment of the principal of, premium, if any, and interest on any renewal, refunding, or advance refunding Notes issued pursuant to this Resolution, and any such renewal, refunding, or advance refunding Notes shall be the general obligation of the County, backed by its full faith and credit, which shall include the tax obligation of the County, within applicable constitutional and statutory limits.

707. Use of Funds after Full Payment or Provision for Payment. After all principal of, premium, if any, and interest on the Notes have been paid in full or provision made therefor by investments of pledged amounts in direct noncallable obligations of the United States of America in amounts and with maturities sufficient to pay all such principal, premium, if any, and interest when due, any further collection of Delinquent Taxes and all excess monies in any fund or account of the Revolving Fund, and any interest or income on any such amounts, may, pursuant to written order of the Treasurer and subject to Article V, be used for any proper purpose within the Revolving Fund including the securing of subsequent issues of Notes.

## **VIII. SUPPLEMENTAL AGREEMENTS**

801. Supplemental Agreements and Documents. The Treasurer, on behalf of the County, is authorized to enter into any or all of the following agreements or commitments as may, in the Treasurer's discretion, be necessary, desirable or beneficial in connection with the issuance of the Notes, upon such terms and conditions as the Treasurer may determine appropriate:

(a) A letter of credit, line of credit, repurchase agreement, Note insurance, or similar instrument, providing backup liquidity and/or credit support for the Notes;

(b) A reimbursement agreement, revolving credit agreement, revolving credit Note, or similar instrument, setting forth repayments of and security for amounts drawn under the letter of credit, line of credit, repurchase agreement or similar instrument;



(c) A marketing, remarketing, placement, authenticating, paying or tender agent agreement or dealer agreement designating a marketing, remarketing, authenticating, paying, tender or placement agent or dealer and prescribing the duties of such person or persons with respect to the Notes; and

(d) A put agreement or provision allowing the purchaser of the Notes to require the County to repurchase the Notes upon demand at such times as may be provided in such put agreement or provision.

(e) An agreement to use amounts formerly pledged to other years borrowings as security for the Notes when no longer so pledged.

802. Revolving Credit Notes. If the Treasurer enters into a revolving credit agreement (the “Agreement”) pursuant to Section 801 above, the Agreement may call for the issuance of one or more revolving credit Notes (the “Revolving Credit Notes”) for the purpose of renewing all or part of maturing Note or Notes that have been put pursuant to a put agreement or provision. Such Revolving Credit Notes shall be issued pursuant to Article II or III, as appropriate, and in accordance with the following provisions:

(a) Interest on the Revolving Credit Notes may be payable on maturity, on prior redemption, monthly, bimonthly, quarterly, or as otherwise provided in the Agreement.

(b) The Revolving Credit Notes may mature on one or more date or dates not later than the final maturity date of the Notes, as provided in the Agreement.

(c) The Treasurer may, at the time of the original issuance of the Notes, execute and deliver one Revolving Credit Note in a maximum principal amount not exceeding the lending commitment under the Agreement from time to time in force (and may substitute one such Note in a lesser principal amount for another in the event the lending commitment is reduced), provided that a schedule shall be attached to such Note on which loans and repayments of principal and interest are evidenced and further provided that the making of a loan and the evidencing of such loan on the schedule of any such Note shall constitute the issuance of a renewal Note for the purposes of this Resolution.

## **IX. MISCELLANEOUS PROVISIONS**

901. Expenses. Expenses incurred in connection with the Notes shall be paid from the property tax administration fees collected on the Delinquent Taxes and, if so ordered by the Treasurer, from any earnings on the proceeds of the offering or from other monies available to the County.

902. Bond Counsel. The Notes (and any renewal, refunding or advance refunding Notes) shall be delivered with the unqualified opinion of Clark Hill PLC, attorneys of Detroit, Michigan, bond counsel chosen by the Treasurer, which selection may, at the option of the Treasurer, be for one or more years.

903. Financial Consultants PFM Financial Advisors LLC, Ann Arbor, is hereby retained to act as financial consultant and advisor to the County in connection with the sale and delivery of the Notes.

904. Complete Records. The Treasurer shall keep full and complete records of all deposits to and withdrawals from each of the funds and accounts in the Revolving Fund and any account or sub-account created pursuant to this Resolution and of all other transactions relating to such funds, accounts and sub-accounts, including investments of money in, and gain derived from, such funds and accounts.

905. Chargebacks. If, by the date which is three months prior to the final maturity date of the Notes, sufficient monies are not on deposit in the Note Payment Account and the Note Reserve Account to pay all principal of and interest on the Notes when due, Delinquent Taxes not then paid or recovered at or prior to the latest tax sale transacted two or more months before the final maturity of the Notes shall, if necessary to ensure full and timely payment on the date of final maturity, be charged back to the local units in such fashion as the Treasurer may determine, and, subject to Article V, the proceeds of such chargebacks shall be deposited into the County's 2024 Note Payment Account no later than five weeks prior to the final maturity of the Notes. This Section 905 shall not be construed to limit the authority of the Treasurer under State law to charge back under other circumstances or at other times.

906. Investments. The Treasurer is authorized to invest all monies in the Project Account, in the Revolving Fund or in any account or sub-account therein which is established pursuant to this Resolution in any one or more of the investments authorized as lawful investments for counties under Act No. 20, Public Acts of 1943, as amended. The Treasurer is further authorized to enter into a contract on behalf of the County under the Surplus Funds Investment Pool Act, Act No. 367, Michigan Public Acts of 1982, as amended, and to invest in any investment pool created thereby monies held in the Project Account, in the Revolving Fund, or in any account or sub-account therein which is established pursuant to this Resolution.

907. Mutilated, Lost, Stolen or Destroyed Notes. In the event any Note is mutilated, lost, stolen, or destroyed, the Treasurer may, on behalf of the County, execute and deliver, or order the Registrar or Paying Agent to authenticate and deliver, a new Note having a number not then outstanding, of like date, maturity and denomination as that mutilated, lost, stolen, or destroyed. In the case of a mutilated Note, a replacement Note shall not be delivered unless and until such mutilated Note is surrendered to the Treasurer or the Registrar or Paying Agent. In the case of a lost, stolen or destroyed Note, a replacement Note shall not be delivered unless and until the Treasurer and the Registrar or Paying Agent shall have received such proof of ownership and loss and indemnity as they determine to be sufficient.

**ARTICLE X.**  
**TAX-EXEMPT NOTES OR REFUNDING**

1001. Refunding of Taxable Debt or Issuance of Tax-Exempt Debt. The County acknowledges that the current state of Federal law precludes the issuance of the Notes as obligations the interest on which is exempt from Federal income tax. However, the County presently contemplates that anticipated amendments to the Internal Revenue Code of 1986 (the “Code”) and/or the Treasury Regulations issued thereunder (the “Regulations”) or a change in Michigan law changing the character of the Notes may in the future permit the issuance of general obligation limited tax Notes on a tax-exempt basis, and, in view of this expectation, the County, through the offices of the Treasurer, shall issue tax-exempt Notes or issue obligations to refund any or all outstanding Notes issued as taxable obligations, at the time, on the terms, and to the extent set forth in this Article X.

1002. Timing of Refunding. The aforementioned refunding obligations (the “Refunding Notes”) shall be issued after the effective date of any change in the Code, Regulations, Internal Revenue Service pronouncements or judicial rulings which, as confirmed by the written opinion of bond counsel, permit the refunding of all or some of the outstanding Notes with proceeds from obligations the interest on which is excluded from gross income for purposes of Federal income tax.

1003. Extent of Refunding. Subject to the other provisions of this Section 1003, the Refunding Notes shall refund all Notes outstanding at or after the effective date of any change in the law described in Section 1002. This Section 1003 shall not, however, be construed to require the refunding of any Note prior to the time such Note may be refunded on a tax-exempt basis, nor shall this Section 1003 be construed to require the refunding of any Note, if that refunding would result in greater cost to the County (including interest expense, professional fees and administrative outlays) than would arise if the Note were to remain outstanding.

1004. Confirmatory Action. Subsequent to any change in the law described in Section 1002, the Board shall convene to consider any terms of the Refunding Notes requiring specific ratification by the Board.

1005. Arbitrage Covenant and Tax Law Compliance. In the event tax-exempt Notes or Refunding Notes are issued pursuant to this Article X, the following covenants shall be observed by the County:

(i) the County will make no use of the proceeds of the Notes or Refunding Notes and will undertake no other intentional act with respect to the Notes or Refunding Notes which, if such use or act had been reasonably expected on the date of issuance of the Notes or Refunding Notes or if such use or act were intentionally made or undertaken after the date of issuance of the Notes or Refunding Notes, would cause the Notes or Refunding Notes to be “arbitrage bonds,” as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), in the Regulations promulgated under Sections 103 and 148 of the Code or in any successor or supplementary provision of law hereinafter promulgated,

(ii) the County will undertake all actions as shall be necessary to maintain the Notes or Refunding Notes as obligations the interest on which qualifies for the tax exemption provided by Section 103(a) of the Code, including, where appropriate and without limitation, filing informational returns with the Secretary of Treasury, keeping accurate account of all monies earned in any fund, account or sub-account authorized by this Resolution or any resolution adopted in accordance with Section 1004 above, certifying cumulative cash flow deficits of the County and the local units, and investing any required portion of the gross proceeds of the Notes or Refunding Notes, whether on behalf of the County or the local units, in tax-exempt obligations or State and Local Government Series obligations, and

(iii) the County will make timely payment to the United States of any investment earnings, realized by the County on the gross proceeds of the Notes or Refunding Notes, as may be subject to rebate under Section 148(f) of the Code, and, to the extent required under applicable law or deemed by the Treasurer to be in the best interest of the County pursuant to written order, the County's obligation to make such payment to the United States shall also account for excess investment earnings realized by local units on all or a portion of the gross proceeds distributed to, and held by, the local units pursuant to Section 702.

(iv) the Treasurer shall be directed to take such actions and to enter into such agreements and certifications, on behalf of the County, as the Treasurer shall deem necessary or appropriate to comply with the foregoing covenants.

1006. Undertaking to Provide Continuing Disclosure. If necessary, this Board of Commissioners, for and on behalf of the County of Ingham, hereby covenants and agrees, for the benefit of the beneficial owners of the Notes to be issued by the County, to enter into a written undertaking (the "Undertaking") required by Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be substantially in the form as approved by the Underwriter of the Notes. The Undertaking shall be enforceable by the beneficial owners of the Notes or by the Underwriter on behalf of such beneficial owners (provided that the Underwriter's right to enforce the provisions of the Undertaking shall be limited to a right to obtain specific enforcement of the County's obligations hereunder and under the Undertaking), and any failure by the County to comply with the provisions of the Undertaking shall not be deemed a default with respect to the Notes.

The County Treasurer or other officer of the County charged with the responsibility for issuing the Notes shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the terms of the County's Undertaking.

After consideration of the borrowing resolution presented earlier this day with regard to Act 206 of the Public Acts of 1893, as amended (“Act 206”), and in respect of such borrowing resolution, the resolution set forth below was offered by Commissioner \_\_\_\_\_ and seconded by Commissioner \_\_\_\_\_.

**RESOLUTION AUTHORIZING 2024 ADMINISTRATIVE FUND**

IT IS RESOLVED BY THE INGHAM COUNTY BOARD OF COMMISSIONERS AS FOLLOWS:

The County Treasurer, pursuant to Section 87c, Subsection (2), of Act 206, is designated as Agent for the County, and the Treasurer's office shall receive such sums as are provided in Section 87c, Subsection (3), to cover administrative expenses.

Discussion followed. A vote was thereupon taken on the foregoing resolution and the vote for each such resolution was as follows:

AYES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

A sufficient majority having voted therefor, the two resolutions appearing above were adopted.

STATE OF MICHIGAN

COUNTY OF INGHAM

I certify that the foregoing is a true and accurate copy of the resolutions adopted by the Ingham County Board of Commissioners, that such resolutions were duly adopted at a \_\_\_\_\_ meeting held on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, and that notice of such meeting was given as required by law.

\_\_\_\_\_  
Barb Byrum, Clerk of the INGHAM  
County Board of Commissioners

[SEAL]

TO: County Services and Finance Committees  
FROM: Ingham County Drain Commissioner  
DATE: January 4, 2024  
SUBJECT: Greater Lansing Regional Committee for Stormwater Management

**MEMORANDUM OF AGREEMENT – DECEMBER 2, 2021**

**Original Agreement – MAY 21, 2004**  
**Revised and Adopted – DECEMBER 2, 2021**  
**Revised and Adopted – September 11, 2023**

**I. PURPOSE**

It is the purpose of this Memorandum of Agreement (hereinafter the Agreement) to set forth the composition, duties, and responsibilities of the Greater Lansing Regional Committee for Stormwater Management (hereinafter the “GLRC”) to be formed as more particularly described below. Local public agencies, institutions, and communities believe there are substantial benefits that can be derived under this Agreement through cooperative management of the Grand River, Red Cedar River and Looking Glass River watersheds to protect the Waters of the State; to meet local initiatives for protecting the environment; and in providing mutual assistance in meeting the requirements under the Michigan Department of Environment, Great Lakes, and Energy (EGLE) National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer Systems, (hereinafter the “MS4 Permit”) or similar stormwater discharge permits issued to public entities within the Grand River, Red Cedar River, and Looking Glass River watersheds.

The Agreement will also provide a framework for consideration of new, permanent watershed organizations with potentially broader responsibilities that could provide a more cost-effective and efficient means to meet state and federal requirements, and public expectations for restoration and maintenance of the beneficial uses of the watersheds.

**II. HISTORY OF GLRC**

On November 15, 1999, Delta Township and the City of Lansing hosted a meeting for several local communities. The meeting notice stated that this was to be “an informal meeting to discuss the Stormwater Phase II program (now referred to as the MS4 program) and how, or if, there may be a way to pool resources on a regional basis”.

Representatives from various communities, counties, and EGLE discussed the federal regulations for Stormwater Phase II and the EGLE’s program allowing a “Voluntary Permit Program.” Originally nine communities and three counties were listed as designated communities by EGLE.

Subsequent meetings were held to continue exploring the feasibility and cost of a cooperative effort. On June 8, 2000, a draft resolution was prepared for the establishment of the “Greater Lansing Area Regional NPDES Phase II Stormwater Regulations Committee” and for each community to name a representative to serve on the Committee.

Throughout the remainder of 2000, the Committee obtained resolutions from each community; elected officers; received proposals and interviewed four consulting firms. Tetra Tech MPS was selected to assist the Committee in determining how to best comply with the Phase II Stormwater Rules. Tri-County Regional Planning Commission (TCRPC) also assisted the Committee in providing contractual, fiduciary, and administrative support.

In May 2001, Tetra Tech MPS completed the “Step 1 – Permit Strategy Development” study which incorporated the Committee’s decision (April 20, 2001) to proceed as a group using the State’s Voluntary General Permit approach. The Committee then agreed to retain Tetra Tech MPS to prepare the Voluntary General Permit Application for each of the nine communities. The cost for each community was based on a formula that included weighted factors for population and land area. Eight of the nine communities then passed a second resolution agreeing to continue as a group with voluntary general permits using the distribution of costs as presented. Williamstown Township elected to proceed with a jurisdictionally based permit.

The eight communities proceeding under the voluntary general permit, also formally agreed to have the watershed management plans developed under the individual drain commissioners.

On January 25, 2002, the Committee agreed to retain Tetra Tech MPS to prepare a watershed management plan for the Grand River, Looking Glass River, and the Red Cedar River. Again, the allocation of cost agreed to by everyone was based on weighted factors involving the percentage of population and land in each watershed. Each community adopted a third resolution committing their appropriate funds for the watershed management plans.

A Public Education Advisory Committee was organized to assist in the educational portion of Voluntary General Permit Applications.

Throughout 2002 and 2003 fourteen additional communities within the three watersheds were invited to join the Committee. Ten communities were required to meet the MS4 Permit requirements based on the 2000 census.

Eight communities ultimately joined and participated in the regional approach and completed the Voluntary General Permit Application utilizing Tetra Tech MPS.

In March 2003, all sixteen communities and the three counties submitted their Voluntary General Permit Applications to EGLE. In November 2003, certificates of coverage were issued to each of the sixteen communities and to each of the three counties.

In 2006 Lansing Public Schools and DeWitt Public Schools joined the GLRC.

In 2007, a lawsuit filed by a Township in Kalamazoo County established that some townships no longer required an MS4 Permit from EGLE. As this case relates to the GLRC, EGLE determined that Alaiedon, Bath, Oneida, Watertown, and Windsor Townships would no longer need an MS4 Permit.

At the December 14, 2007, GLRC meeting, the GLRC membership took formal action to establish an Associate Membership category to encourage any public agency, institution, or community who did not have an MS4 Permit to join the GLRC.

In 2012, the City of DeWitt entered into an agreement nesting DeWitt Public Schools.



In 2012, EGLE changed the process for permit renewal, instead of issuing a general watershed-based permit; individual MS4 permits will be issued. The application process will detail all activities of the GLRC and members through two separate applications. Then, EGLE will review and negotiate, with the end result being EGLE issuing a permit specific for each member.

In 2016, Waverly Community Schools joined the GLRC.

In 2017, members reapplied for permit coverage.

In 2019/2020, members were issued MS4 permits expiring in October 2024.

In 2021, members submitted MS4 Progress Reports to EGLE.

In 2023, members submitted MS4 Progress Reports to EGLE.

### **III. GREATER LANSING REGIONAL COMMITTEE (GLRC)**

#### **A. Term**

While the ultimate organization of the GLRC and its responsibilities has evolved over time and after thoughtful review of alternatives, the signatories to this Agreement want to continue to work together under the following terms to assure the continuation of responsibility for essential services. These stormwater management services provide for the legal and financial responsibility to meet state and federal stormwater discharge permit requirements as well as local initiatives to protect the Waters of the State.

This Agreement replaces the current GLRC agreement in its entirety for the period expiring April 4, 2028. As confirmed by EGLE, expiration of the current permit is October 1, 2024; an application will be due to EGLE by **April 4, 2024**. The members may mutually agree to renew and/or extend the term of the GLRC under the provisions contained in this Agreement.

Any member community may withdraw from this Agreement and the GLRC by delivering to the Executive Committee a resolution of withdrawal adopted by its governing body. Any such withdrawal adopted shall be effective 30 days following delivery of withdrawal, provided however, that any withdrawing community shall remain liable for payment of its annual assessment through the end of the current fiscal year.

#### **B. Composition**

Membership in the GLRC shall consist of “full members”, “associate members”, and “ex-officio members”.

The full members of the GLRC shall consist of a representative, or designated alternate(s), appointed by the appropriate governing body in each township, city, village, school district, institution, and county that has an EGLE NPDES MS4 Permit and that are signatory to this Agreement. Each full member is allowed to designate up to two alternates. Alternates may vote in place of the absent representative at any Full or Executive Committee meetings.

The associate members of the GLRC shall consist of a representative, or designated alternate(s), appointed by the governing body in each township, city, village, school district, institution, and county that does not have an EGLE NPDES MS4 permit and that are signatory to this

Agreement. However, once an associate member obtains an EGLE NPDES MS4 Permit, they must become a full member of the GLRC. Each associate member is allowed to designate up to two alternates. Alternates may vote in place of the absent representative at any Full or Executive Committee meetings.

Members, and designated alternates, shall serve until replaced in writing by the appointing authority.

The GLRC may also include ex-officio representatives from such agencies as Tri-County Regional Planning Commission (TCRPC), EGLE and others as determined by the GLRC.

### **C. Public Participation**

All meetings of the Full and Executive Committees of the GLRC shall be noticed and conducted in accordance with the Michigan Open Meetings Act, MCL 15.261, et seq. The GLRC Full and Executive Committees:

- Determine the rules for public participation.
- Schedule meetings at facilities that are fully accessible to the interested public, and
- Routinely provide notice of meeting times and places at publicly accessible locations

### **D. Voting**

The GLRC shall take all formal actions by a simple majority vote of a quorum. A quorum shall consist of one more than fifty (50%) of the GLRC members, or their designated alternates, eligible to vote. Members eligible to vote are those full members and associate members authorized in writing by an appropriate governing authority that has adopted this Agreement and that has paid its assessment. Ex-officio members shall be non-voting members of the GLRC except when elected to an officer position on the Executive Committee.

### **E. Election of Officers and Appointment of Executive Committee**

The GLRC shall annually elect, from among its members, a Chair, a Vice-Chair, a Secretary, and a Treasurer. The Chair and the Vice-Chair shall be elected or appointed officials, or employees of a voting full member of the GLRC. The Secretary and Treasurer may be representatives of any full, associate, or ex-officio member of the GLRC. There are no limits on the consecutive terms elected officers may serve. The Vice Chair, or the Treasurer in the event the Vice Chair is unavailable, may assume the duties of the Chair if the Chair is unavailable.

The Executive Committee shall have a maximum of ten voting members consisting of:

- (2) the Chair and Vice Chair of the GLRC
- (2) the Treasurer and Secretary of the GLRC
- (3) one representative or alternate from each member county
- (3) the Chairs of the Illicit Discharge Elimination Plan (IDEP)/Post-Construction, Public Education Plan (PEP), and Total Maximum Daily Load (TMDL) Committees

The Chair of the GLRC shall chair the Executive Committee, with the responsibility succeeding to the Vice Chair, then the Chair of the PEP Committee if the Chair of the GLRC is absent. If neither the Vice Chair of the GLRC nor the Chair of the PEP Committee is present at an Executive Committee meeting, the Chair of the IDEP Committee shall serve as Chair for the meeting. The GLRC Officers shall not have an alternate serve on their behalf on the Executive Committee, but their alternate can vote in their absence.

The Executive Committee will seek consensus on all issues brought before it. In the absence of consensus, the Executive Committee will adopt motions only when a majority of its members vote in favor of a motion. Each full and associate member will have one vote.

## **F. Meetings**

The GLRC shall meet at least twice each year at a designated time and location established by the Executive Committee. Agendas for GLRC meetings will be distributed and circulated to all members at least 7 days in advance of all meetings. The Executive Committee will meet at least five times each year at the call of the Chair. All meetings of the GLRC, Executive Committee, standing committees, or special committees established under the GLRC shall operate under the Robert's Rules of Order unless modified by a majority vote of the GLRC members. The meetings of the GLRC may be rotated to locations throughout the three watersheds allowing any member or community agency to host a meeting.

The Full Board of the GLRC and the GLRC Executive Committee shall comply with the Michigan Open Meetings Act. The IDEP/Post-Construction, PEP, and TMDL Committees, and any additional or ad-hoc committee, may transact business at electronic meetings as advisory committees with no defined membership.

## **G. GLRC Duties**

The GLRC shall have the following duties:

### **1. Budget and Assessments**

The fiscal year for the GLRC shall be from October 1 – September 30.

Upon execution of this Agreement, review and approve the annual budget for the GLRC and establish the allocation of annual assessments for each member category. The GLRC shall adopt a budget before September 30 for the calendar year that follows.

### **2. Standing Committees**

Establish and outline a charge for up to three standing committees. The IDEP/Post-Construction, PEP, and TMDL Committees will continue to function. Any member or designated alternate may serve on any standing committee. See Appendix A for a chart of the GLRC structure.

### **3. Watershed Management**

The GLRC is committed to working with watershed partners in the region. This may include but is not limited to: Middle Grand River Watershed Planning Project (319), Red Cedar River Watershed Planning Project (319), Friends of the Looking Glass River, Friends of the Red Cedar River, Middle Grand River Organization of Watersheds (MGROW), Mid-Michigan Environmental Action Council (Mid-MEAC), student groups, etc. The GLRC values the watershed efforts being conducted and will work with these groups to improve water resources in the Tri-County region.

### **4. Other Duties**

- Maintain official written record of meetings that includes attendance, issues discussed, and votes taken.

- Recommend to member communities, institutions, school districts, and counties any subsequent changes needed to this Agreement.
- Take other actions required, including delegation of responsibilities to the Chair or Executive Committee to carry out the purposes and conduct the business of the GLRC including, but not limited to, directing the activities of any committees established under this Agreement or subsequently authorized by the GLRC.
- Encourage and promote public input into decisions and recommendations of the GLRC, and of all committees established by the GLRC.

#### **H. Executive Committee Duties**

The Executive Committee shall have the following duties:

##### **1. Budget**

With the advice of the standing committees, supervise the expenditure of GLRC monies consistent with the approved annual budget.

##### **2. Supervise Staff and Arrange Support Services**

Arrange for the services of staff responsible for facilitating meetings, preparing agendas, and negotiating and advocating on behalf of the GLRC. Supervise and provide direction to staff of the GLRC, make provisions for necessary management support services for operation of the GLRC.

All staff or employees employed by the GLRC shall be and remain at all times solely the agents, servants, or employees of the GLRC and shall not be construed for any purposes to be an agent, servant, or employee of any constituent member of the GLRC.

##### **3. Provide Forum for Discussion**

Provide a forum for discussion, and, if appropriate, resolution of issues related to the implementation of this Agreement brought to its attention by any member of the GLRC.

##### **4. Other Duties**

- Assist the standing committees and special committees of the GLRC in meeting their respective responsibilities.
- Maintain a brief written record of each Executive Committee meeting including, at a minimum, attendance, list of issues, and a record of decisions.
- Take other actions that are consistent with the provisions of this Agreement and direction provided by the GLRC.

#### **IV. RESOLUTION**

The communities, institutions, school districts, and counties entering into this Agreement shall do so by the passage of a formal resolution, or exercising authority that includes the ability to commit to the payment of their appropriate assessments based on their membership category for support of the GLRC. In subsequent years, communities, institutions, school districts, and counties shall indicate their acceptance to continue this Agreement, should it remain unchanged, through the payment of their appropriate annual assessment in support of annual budgets approved by the GLRC.

Modifications to this Agreement as may be recommended by formal action of the GLRC shall be subject to acceptance of the appropriate authority of each community, institution, school district, or county.

Services provided through the GLRC and grant funds if obtained for stormwater management shall be, to the extent practical, limited to members that have signed and met their respective financial obligations under this Agreement.

**V. INDEMNIFICATION, INSURANCE AND LEGAL FEES**

Each signatory to this agreement, as part of its general liability coverage, shall maintain coverage for any damages, claims, causes of action, or actions of any nature whatsoever arising from this agreement. This agreement is not intended to create a legal entity subject to suit. Nothing in this section shall be construed to give any third party any claim to which said third party would not otherwise be entitled, nor shall it abrogate or diminish the defense of governmental immunity, or any other defense, for any claim against any party.

APPENDIX A

STRUCTURE OF THE  
GREATER LANSING REGIONAL COMMITTEE FOR STORMWATER MANAGEMENT



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

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

**RESOLUTION #22 – 204**

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

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

WHEREAS, participation in the GLRC allows for cooperative stormwater pollution abatement in the three watersheds in which the County is located; and

WHEREAS, the GLRC assists the County and its departments in complying with the regulatory requirements promulgated by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Municipal Separate Storm Sewer System (MS4) stormwater discharge permit; and

WHEREAS, the County now wishes to approve the Memorandum of Agreement (as revised on December 2, 2021) and commit itself and its departments to continued participation in the GLRC; and

WHEREAS, the Ingham County Drain Commissioner has represented County Departments since 2003 in permit compliance so that only one annual report need be filed, only one annual membership fee to the GLRC (currently at \$5,917.65) need be paid and only one annual permit fee (currently at \$3,000) need be paid; and

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

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

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

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

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners hereby approves the December 2, 2021 Memorandum of Agreement and authorizes the Chairperson of the Board to sign the Memorandum after approval as to form by the County Attorney.

BE IT FURTHER RESOLVED, that continued annual membership dues of \$5,917.65 to the GLRC for 2022 through 2027 be paid in accordance with the attached cost-sharing plan.

BE IT FURTHER RESOLVED, that annual EGLE permit fees of \$3,000 for 2022 through 2027 be paid in accordance with the attached cost-sharing plan.

BE IT FURTHER RESOLVED, that the attached cost-sharing plan is approved for use through 2027 and may be joined by the Capital Region International Airport Authority if that body wishes to remain “nested” with the Ingham County Drain Commissioner’s MS4 permit.

**COUNTY SERVICES: Yeas:** Sebolt, Stivers, Grebner, Celentino, Peña, Maiville, Naeyaert

**Nays:** None **Absent:** None **Approved 04/19/2022**

**FINANCE: Yeas:** Grebner, Tennis, Crenshaw, Polsdofer, Stivers, Peña, Schafer

**Nays:** None **Absent:** None **Approved 04/20/2022**



## COST-SHARING PLAN

County Departments to be “nested” by the Drain Commissioner

Roads	Parks
Zoo	Fair
Facilities	

Costs as listed below will be divided among the 5 County Departments as decided by the County Controller and Board of Commissioners. The Drains will pay one-sixth of the permit and dues items.

Capital Region International Airport Authority has been nested with the Ingham County Drain Commissioner since 2003. If it agrees to this cost-sharing method, it and the Drains will each pay one-seventh of the permit and dues items below, leaving five-sevenths of the items to be paid by the 5 County Departments.

GLRC Dues—The dues (currently \$5,917.65 per year) would be shared, divided among the 5 Departments, the Drains, and the Airport Authority if it wishes to remain nested.

EGLE Permit—The current annual fee of \$3,000 would be shared, divided among the 5 Departments, the Drains, and the Airport Authority if it wishes to remain nested.

NOTE: Occasionally EGLE requires a specific kind of facility to engage in site-specific planning and continuing compliance inspections. For example, all maintenance garages must prepare Storm Water Pollution Prevention Plans (SWPPPs) and conduct quarterly and or semiannual compliance inspections. All 5 Departments and the Drains have garages. Each had to pay a consultant to draft its plan and for ongoing compliance inspections. These situations are coordinated by the Drain Office and billed directly to the affected Department outside of this plan. They have not been a major expense and should not be in the future. Ongoing compliance inspections for the SWPPPs have been overseen by a Drain Office staff person qualified as an “industrial operator.”

### Payment Examples

\$5,917.65 = One year of Dues to GLRC. Paid May 6 or May 7 by the 5 Departments; Drains pay January 6 or January 7 depending on Airport participation.

3,000 = One-year EGLE permit fee. Paid May 6 or May 7 by the 5 Departments; Drains pay January 6 or January 7, depending on Airport participation.

**GREATER LANSING REGIONAL COMMITTEE  
for Stormwater Management**

**MEMORANDUM OF AGREEMENT – DECEMBER 2, 2021**

**Original Agreement – MAY 21, 2004 Revised and  
Adopted – DECEMBER 2, 2021**

**I. PURPOSE**

It is the purpose of this Memorandum of Agreement (hereinafter the Agreement) to set forth the composition, duties, and responsibilities of the Greater Lansing Regional Committee for Stormwater Management (hereinafter the “GLRC”) to be formed as more particularly described below. Local public agencies, institutions, and communities believe there are substantial benefits that can be derived under this Agreement through cooperative management of the Grand River, Red Cedar River and Looking Glass River watersheds to protect the Waters of the State; to meet local initiatives for protecting the environment; and in providing mutual assistance in meeting the requirements under the Michigan Department of Environment, Great Lakes, and Energy (EGLE) National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer Systems, (hereinafter the “MS4 Permit”) or similar stormwater discharge permits issued to public entities within the Grand River, Red Cedar River, and Looking Glass River watersheds.

The Agreement will also provide a framework for consideration of new, permanent watershed organizations with potentially broader responsibilities that could provide a more cost effective and efficient means to meet state and federal requirements, and public expectations for restoration and maintenance of the beneficial uses of the watersheds.

**II. HISTORY OF GLRC**

On November 15, 1999, Delta Township and the City of Lansing hosted a meeting for several local communities. The meeting notice stated that this was to be “an informal meeting to discuss the Stormwater Phase II program (now referred to as the MS4 program) and how, or if, there may be a way to pool resources on a regional basis”.

Representatives from various communities, counties and EGLE discussed the Federal Regulations for Stormwater Phase II and the EGLE’s program allowing a “Voluntary Permit Program.” Originally nine communities and three counties were listed as designated communities by EGLE.

Subsequent meetings were held to continue exploring the feasibility and cost of a cooperative effort. On June 8, 2000, a draft Resolution was prepared for the establishment of the “Greater Lansing Area Regional NPDES Phase II Stormwater Regulations Committee” and for each community to name a representative to serve on the committee.

Throughout the remainder of 2000, the committee obtained Resolutions from each community; elected officers; received proposals and interviewed four consulting firms. Tetra Tech MPS was selected to assist the Committee in determining how to best comply with the Phase II Stormwater Rules. Tri-County Regional Planning Commission (TCRPC) also assisted the Committee in providing contractual, fiduciary, and administrative support.

In May 2001, Tetra Tech MPS completed the “Step 1 – Permit Strategy Development” study which incorporated the Committee’s decision (April 20, 2001) to proceed as a group using the State’s Voluntary General Permit approach. The Committee then agreed to retain Tetra Tech MPS to prepare the Voluntary General Permit Application for each of the nine communities. The cost for each community was based on a formula that included weighted factors for population and land area. Eight of the nine communities then passed a second resolution agreeing to continue as a group with voluntary general permits using the distribution of costs as presented. Williamstown Township elected to proceed with a jurisdictionally based permit.

The eight communities proceeding under the voluntary general permit, also formally agreed to have the watershed management plans developed under the individual drain commissioners.

On January 25, 2002, the Committee agreed to retain Tetra Tech MPS to prepare a watershed management plan for the Grand River, Looking Glass River, and the Red Cedar River. Again, the allocation of cost agreed to by everyone was based on weighted factors involving the percent of population and land in each watershed. Each community adopted a third resolution committing their appropriate funds for the watershed management plans.

A Public Education Advisory Committee was organized to assist in the educational portion of Voluntary General Permit Applications.

Throughout 2002 and 2003 fourteen additional communities within the three watersheds were invited to join the committee. Ten communities were required to meet the MS4 Permit requirements based on the 2000 census.

Eight communities ultimately joined and participated in the regional approach and completed the Voluntary General Permit Application utilizing Tetra Tech MPS.

In March 2003, all sixteen communities and the three counties submitted their Voluntary General Permit Applications to EGLE. In November 2003, certificates of coverage were issued to each of the sixteen communities and to each of the three counties.

In 2006 Lansing Public Schools and DeWitt Public Schools joined the GLRC.

In 2007, a lawsuit filed by a Township in Kalamazoo County, established that some townships no longer required an MS4 Permit from EGLE. As this case relates to the GLRC, EGLE determined that Alaieton, Bath, Oneida, Watertown, and Windsor Townships would no longer need an MS4 Permit. At the December 14, 2007, GLRC meeting, the GLRC membership took formal action to establish an Associate Membership category to encourage any public agency, institution, or community who did not have an MS4 Permit to join the GLRC.

In 2012, the City of DeWitt entered into an agreement nesting DeWitt Public Schools.

In 2012, the EGLE changed the process for permit renewal, instead of issuing a general watershed-based permit; individual MS4 permits will be issued. The application process will detail all activities of the GLRC and members through two separate applications. Then, the EGLE will review and negotiate, with the end result being EGLE issuing a permit specific for each member.

In 2016, Waverly Community Schools joined the GLRC. In 2017, members reapplied for permit coverage.

In 2019/2020, members were issued MS4 permits expiring in October 2024. In 2021, members submitted MS4 Progress Reports to EGLE.

### **III. GREATER LANSING REGIONAL COMMITTEE (GLRC)**

#### **A. Term**

While the ultimate organization of the GLRC and its responsibilities has evolved over time and after thoughtful review of alternatives, the signatories to this Agreement want to continue to work together under the following terms to assure the continuation of responsibility for essential services. These stormwater management services provide for the legal and financial responsibility to meet state and federal stormwater discharge permit requirements as well as local initiatives to protect the Waters of the State.

The current GLRC agreement expires on April 30, 2022. This agreement replaces the current GLRC agreement in its entirety for the period expiring **April 30, 2027**. As confirmed by EGLE, expiration of the current permit is October 30, 2024; an application will be due to EGLE by **April 4, 2024**. The members may mutually agree to renew and/or extend the term of the GLRC under the provisions contained in this Agreement.

Any member community may withdraw from this Agreement and the GLRC by delivering to the Executive Committee a resolution of withdrawal adopted by its governing body. Any such withdrawal adopted shall be effective 30 days following delivery of withdrawal, provided however, that any withdrawing community shall remain liable for payment of its annual assessment through the end of the current fiscal year.

#### **B. Composition**

Membership in the GLRC shall consist of “full members”, “associate members”, and “ex-officio members”.

The full members of the GLRC shall consist of a representative, or designated alternate, appointed by the appropriate governing body in each township, city, village, school district, institution, and county that has an EGLE NPDES MS4 Permit and that are signatory to this Agreement.

The associate members of the GLRC shall consist of a representative, or designated alternate, appointed by the governing body in each township, city, village, school district, institution, and county that does not have an EGLE NPDES MS4 permit and that are signatory to this Agreement. However, once an associate member obtains an EGLE NPDES MS4 Permit, they must become a full member of the GLRC.

Members, and designated alternates, shall serve until replaced in writing by the appointing authority.

The GLRC may also include ex-officio representatives from such agencies as Tri-County Regional Planning Commission (TCRPC), EGLE and others as determined by the GLRC.

#### **C. Public Participation**

All meetings of the Full Committee of the GLRC shall be noticed and conducted in accordance with the Michigan Open Meetings Act, MCL 15.261, et seq. The Full GLRC:

- Determine the rules for public participation.
- Schedule meetings at facilities that are fully accessible to the interested public, and
- Routinely provide notice of meeting times and places at publicly accessible locations

#### **D. Voting**

The GLRC shall take all formal actions by a simple majority vote of a quorum. A quorum shall consist of one more than fifty (50%) of the GLRC members, or their designated alternates, eligible to vote. Members eligible to vote are those full members and associate members authorized in writing by an appropriate governing authority that has adopted this Agreement and that has paid its assessment. Ex-officio members shall be non-voting members of the GLRC.

#### **E. Election of Officers and Appointment of Executive Committee**

The GLRC shall annually elect, from among its members, a Chair, a Vice-Chair, a Secretary, and a Treasurer. The Chair and the Vice-Chair shall be elected or appointed officials, or employees of a voting full member of the GLRC. The Secretary and Treasurer may be representatives of any full, associate, or ex-officio member of the GLRC. There are no limits on the consecutive terms elected officers may serve. The Vice Chair, or the Treasurer in the event the Vice-Chair is unavailable, may assume the duties of the Chair if the Chair is unavailable.

The Executive Committee shall have a maximum of eight voting members consisting of:

- (2) the Chair and Vice Chair of the GLRC
- (3) one representative or alternate from each member county
- (3) the Chairs of the Illicit Discharge Elimination Plan (IDEP)/Post-Construction, Public Education Plan (PEP), and Total Maximum Daily Load (TMDL) Committees

The Chair of the GLRC shall chair the Executive Committee, with the responsibility succeeding to the Vice Chair, then the Chair of the PEP Committee if the Chair of the GLRC is absent. If neither the Vice Chair of the GLRC nor the Chair of the PEP Committee is present at an Executive Committee meeting, the Chair of the IDEP Committee shall serve as Chair for the meeting. The Board Officers shall not have an alternate serve on their behalf on the Executive Committee.

The Executive Committee will seek consensus on all issues brought before it. In the absence of consensus, the Executive Committee will adopt motions only when a majority of its members vote in favor of a motion. Each full and associate member will have one vote. A County or Committee may designate an alternate to serve and vote on behalf of their appointed representative to the Executive Committee. If notice is provided to the GLRC Coordinator or Chair, an agent, such as a consultant, may represent a member community in place of the appointed municipal representative.

#### **F. Meetings**

The GLRC shall meet at least twice each year at a designated time and location established by the Executive Committee. Agendas for GLRC meetings will be distributed and circulated to all members at least 7 days in advance of all meetings. The Executive Committee will meet at least five times each year at the call of the Chair. All meetings of the GLRC, Executive Committee, standing committees or special committees established under the GLRC shall operate under the Robert's Rules of Order unless modified by a majority vote of the GLRC members. The

meetings of the GLRC may be rotated to locations throughout the three watersheds allowing any member or community agency to host a meeting.

a. *Electronic Meetings*

The Full Board of the GLRC shall meet at a physical location for all meetings. An emergency exception to in-person meeting and voting requirements may be applied by decision of the GLRC Chair *if* the area where the meeting was scheduled to occur, or if the jurisdiction of members, is located in an area where a federal, state, or local authority has declared a state of emergency or major disaster.

The GLRC Executive Committee, IDEP/Post-Construction, PEP, and TMDL Committees, and any additional or ad-hoc committee, may transact business at electronic meetings. Electronic meetings must feature combination of internet/telephone, that integrate audio (and optionally video), and text. Virtual voting is permitted at GLRC's Committees, and virtual attendance satisfies quorum requirements. Login information must be shared with members and provided to the public at least 7 days in advance of the scheduled meeting. The public will be invited to attend, and a comment period will be provided.

## **G. GLRC Duties**

The GLRC shall have the following duties:

### **1. Budget and Assessments**

The fiscal year for the GLRC shall coincide with the calendar year.

Upon execution of this Agreement, review and approve the annual budget for the GLRC and establish the allocation of annual assessments for each member category. The GLRC shall adopt a budget before each December 31 for the calendar year that follows.

### **2. Standing Committees**

Establish and outline a charge for up to three standing committees. The IDEP/Post-Construction, PEP, and TMDL Committees will continue to function. Any member or designated alternate may serve on any standing committee. See Appendix A for a chart of the GLRC structure.

### **3. Watershed Management**

The GLRC is committed to working with watershed partners in the region. This includes but is not limited to: Middle Grand River Watershed Planning Project (319), Red Cedar River Watershed Planning Project (319), Friends of the Looking Glass River Watershed, Middle Grand River Organization of Watersheds (MGROW), Mid-Michigan Environmental Action Council (Mid-MEAC), student groups, etc. The GLRC values the watershed efforts being conducted and will work with these groups to improve water resources in the Tri-County region.

### **4. Other Duties**

- Maintain official written record of meetings that includes attendance, issues discussed, and votes taken.
- Recommend to member communities, institutions, school districts, and counties any subsequent changes needed to this Agreement.
- Take other actions required, including delegation of responsibilities to the Chair or

Executive Committee to carry out the purposes and conduct the business of the GLRC including, but not limited to, directing the activities of any committees established under this Agreement or subsequently authorized by the GLRC.

- Encourage and promote public input into decisions and recommendations of the GLRC, and of all committees established by the GLRC.

#### **H. Executive Committee Duties**

The Executive Committee shall have the following duties:

##### **1. Budget**

With the advice of the standing committees, supervise the expenditure of GLRC monies consistent with the approved annual budget.

##### **2. Supervise Staff and Arrange Support Services**

Arrange for the services of staff responsible for facilitating meetings, preparing agendas, and negotiating and advocating on behalf of the GLRC. Supervise and provide direction to staff of the GLRC, make provisions for necessary management support services for operation of the GLRC.

All staff or employees employed by the GLRC shall be and remain at all times solely the agents, servants, or employees of the GLRC and shall not be construed for any purposes to be an agent, servant, or employee of any constituent member of the GLRC.

##### **3. Provide Forum for Discussion**

Provide a forum for discussion, and, if appropriate, resolution of issues related to the implementation of this Agreement brought to its attention by any member of the GLRC.

##### **4. Other Duties**

- Assist the standing committees and special committees of the GLRC in meeting their respective responsibilities.
- Maintain a brief written record of each Executive Committee meeting including, at a minimum, attendance, list of issues, and a record of decisions.
- Take other actions that are consistent with the provisions of this Agreement and direction provided by the GLRC.

#### **IV. RESOLUTION**

The communities, institutions, school districts, and counties entering into this Agreement shall do so by the passage of a formal resolution, or exercising authority that includes the ability to commit to the payment of their appropriate assessments based on their membership category for support of the GLRC. In subsequent years, communities, institutions, school districts, and counties shall indicate their acceptance to continue this Agreement, should it remain unchanged, through the payment of their appropriate annual assessment in support of annual budgets approved by the GLRC.

Modifications to this Agreement as may be recommended by formal action of the GLRC shall be subject to acceptance of the appropriate authority of each community, institution, school district, or county.

Services provided through the GLRC and grant funds if obtained for stormwater management shall be, to the extent practical, limited to members that have signed and met their respective financial obligations under this Agreement.

#### **V. FIDUCIARY SERVICES**

The TCRPC has agreed to provide fiduciary services for the collection and expenditure of assessments paid under the terms of this Agreement. It is understood that the assessments paid under the terms of this Agreement will be used only for the services identified in the GLRC Annual Budget as adopted by the GLRC members. It is further understood that the assessments paid may be used to provide the required local match for federal grant dollars used to support the annual GLRC budget.

TCRPC has agreed to provide the Executive Committee full and complete access to records concerning the use of the funds collected from the members so that all expenditures of monies collected through assessments to members can be audited through a process determined to be appropriate by the Executive Committee. TCRPC has further agreed to provide a financial accounting of all funds collected and expended to the GLRC within 45 days following the end of each calendar year. Copies of the annual accounting and audit reports shall be made available to all GLRC member communities upon request. TCRPC shall obtain Executive Committee consensus before expenditure of any of the assessments collected.

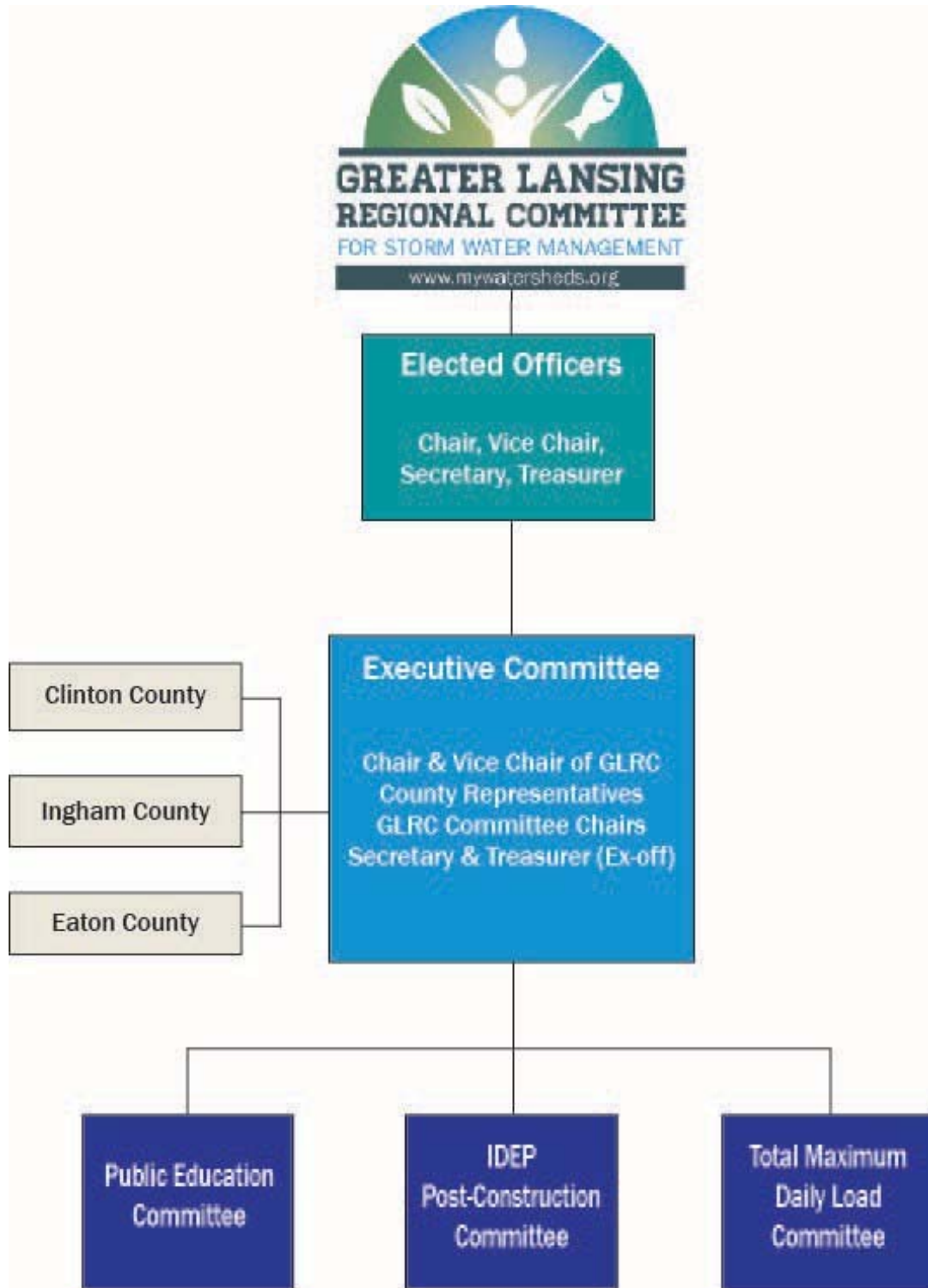
#### **VI. INDEMNIFICATION, INSURANCE AND LEGAL FEES**

Each signatory to this agreement, as part of its general liability coverage, shall maintain coverage for any damages, claims, causes of action, or actions of any nature whatsoever arising from this agreement, and does hereby agree to indemnify and save and hold harmless each other signatory, respectively, its officers, employees, and agents from and against any and all such damages, claims, actions and causes of action, including legal fees, based on this agreement, as may arise from any action taken or permitted by each signatory, respectively.

This agreement is not intended to create a legal entity subject to suit. Nothing in this section shall be construed to give any third party any claim to which said third party would not otherwise be entitled, nor shall it abrogate or diminish the defense of governmental immunity, or any other defense, for any claim against any party.



**APPENDIX A STRUCTURE OF THE  
GREATER LANSING REGIONAL COMMITTEE FOR STORMWATER MANAGEMENT**



Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION REAFFIRMING RESOLUTION #22-204 AND ADOPTING A REVISED  
MEMORANDUM OF AGREEMENT GOVERNING THE GREATER LANSING REGIONAL  
COMMITTEE FOR STORMWATER MANAGEMENT DATED SEPTEMBER 11, 2023**

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

WHEREAS, the Board of Commissioners approved the December 2, 2021 version of the Memorandum of Agreement (MOA) unanimously in Resolution #22-204; and

WHEREAS, the resolution included an attached “Cost-Sharing Plan” governing the method by which benefited County Departments would contribute to the GLRC budget and to the costs required by the County’s permit from the Michigan Department of Environment, Great Lakes and Energy (EGLE) for municipal stormwater discharge; and

WHEREAS, the GLRC has seen fit to revise the MOA to extend the termination of the MOA by one year, to April 30, 2028, to clarify the duties of its officers, bring itself into compliance with the state Open Meetings Act, and to eliminate an indemnification clause that Ingham County Counsel had stricken as illegal from Ingham County’s approved version of the MOA; and

WHEREAS, the Drain Commissioner recommends approval of the revised MOA and reaffirmation of Resolution #22-204, including its cost-sharing provisions.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the September 11, 2023 Memorandum of Agreement and authorizes the Chairperson of the Board to sign the Memorandum after approval as to form by the County Attorney.

BE IT FURTHER RESOLVED, that all provisions of Resolution #22-204 are reaffirmed and extended through April 30, 2028.

**TO:** Law & Courts and Finance Committees  
**FROM:** Annette Ellison, Deputy Court Administrator  
**DATE:** January 3<sup>rd</sup>, 2024  
**SUBJECT: RESOLUTION TO AUTHORIZE CONTRACTS FOR  
LAWYER GUARDIAN AD LITEM REPRESENTATION**

For Meeting Agendas: January 11, 2024 – Law and Courts  
January 17, 2024 – Finance

**BACKGROUND**

The resolution attached with this memo is requesting authorization for the Circuit Court Juvenile Division to continue contracts for legal representation of children in neglect and abuse cases. The four attorneys recommended in this resolution have already been providing Lawyer Guardian Ad Litem services (L-GAL) for the Circuit Court Juvenile Division.

The case distribution for neglect and abuse cases is unchanged from 2023. The case distribution for neglect and abuse cases is as follows: Judge Koenig .2, Judge McCormick .2, Judge Garcia .2, Judge Dunnings .2, and Judge Cole .2 of the Family Division docket. The Juvenile Division recommends providing a 2% increase to the 2024 contracts. This allows the Juvenile Division to incrementally increase contract rates in order to avoid large increases.

The 2024 L-GAL position for Judge Koenig has been satisfied already under Resolution #23-484. Long-term attorney Annette Skinner vacated the position 10/31/2023 and the remainder of 2023 and 2024 was contracted to attorney Heather Boyer. Thus, no new 2024 contract is needed for L-GAL services to Judge Koenig.

The Court has entered into Lawyer Guardian Ad Litem contracts since 2002 in an effort to reduce costs for attorney fees and provide consistent and efficient legal representation for children. The Judiciary selects specific attorneys for these contracts based on exceptional qualifications, such as good standing with the State Bar of Michigan, familiarity with this specific area of law, and a well-known reputation for zealously advocating for their clients. The contracts will be in effect from January 1, 2024 through December 31, 2024.

Furthermore, the court received a significant grant from the Michigan Department of Health and Human Services to increase the quality of legal representation in neglect and abuse cases. This grant allows the Court to allocate funds to a Lawyer Guardian Ad Litem for training, legal research, and collateral and vertical case representation.

**ALTERNATIVES**

The Court assigns court appointed attorneys from the court appointed list to represent youth. This would result in a reduction in the quality of legal representation for children in neglect and abuse cases.

**FINANCIAL IMPACT**

Funds to support this contract have been allocated in the Juvenile Division's 2024 budget. No additional funding is requested.

### **STRATEGIC PLANNING IMPACT**

Develop an indigent defense service plan following guidelines issued by the State through the Michigan Indigent Defense Commission (MIDC).

Adequate attorney compensation was recognized as one of the eight core standards of the Michigan Indigent Defense Commission. The Commission's report states:

Assigned counsel should receive prompt compensation at a reasonable rate and should be reimbursed for their reasonable out-of-pocket, case-related expenses. Assigned counsel should be compensated for all work necessary to provide quality legal representation. Activities outside of court appearances, such as directing an investigation, negotiating, or tactical planning, etc., require no less legal skill and expertise than in-court appearances, and are equally important to quality representation.

### **OTHER CONSIDERATIONS**

None.

### **RECOMMENDATION**

Enter into a contract.

Introduced by the Law & Courts and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE CONTRACTS FOR  
LAWYER GUARDIAN AD LITEM REPRESENTATION**

WHEREAS, the Circuit Court Juvenile Division, by statute and Constitution, must provide Lawyer Guardian Ad Litem representation for children in neglect and abuse cases; and

WHEREAS, the Circuit Court Juvenile Division, to reduce cost for attorney fees and provide consistent and efficient legal services for children, has contracted with specialized Lawyers Guardian Ad Litem; and

WHEREAS, the 2024 Budget approved by the Board of Commissioners, authorizes funds to contract with specialized attorneys to provide legal representation; and

WHEREAS, the specialized attorneys are selected by the judiciary based on exceptional qualifications, such as good standing with the State Bar of Michigan, familiarity with this specific area of law and a well-known reputation for zealously advocating for their clients; and

WHEREAS, the Circuit Court Family Division caseloads are weighted equally; and

WHEREAS, it is recommended that Attorney Michael Staake continue providing Lawyer Guardian Ad Litem representation for neglect and abuse cases assigned to Judge Lisa McCormick at a rate not to exceed \$48,222.54 a year for calendar year 2024; and

WHEREAS, it is recommended that Attorney Kaitlin Fish continue providing Lawyer Guardian Ad Litem representation for neglect and abuse cases assigned to Judge Richard J. Garcia at rate not to exceed \$48,222.54 for calendar year 2024; and

WHEREAS, it is recommended that Attorney Michael Van Huysse continue providing Lawyer Guardian Ad Litem representation for neglect and abuse cases assigned to Judge Shauna Dunnings at rate not to exceed \$48,222.54 for calendar year 2024; and

WHEREAS, it is recommended that Attorney Kaitlin Fish shall begin providing Lawyer Guardian Ad Litem representation for neglect and abuse cases assigned to Judge Morgan Cole at rate not to exceed \$48,222.54 for calendar year 2024; and

WHEREAS, the Circuit Court Juvenile Division received a grant from the Michigan Department of Health and Human Services to increase the quality of legal representation for neglect and abuse cases; and

WHEREAS, the grant from the Michigan Department of Health and Human Services allows the Circuit Court Juvenile Division to distribute funds to a Lawyer Guardian Ad Litem for training, legal research, and collateral and vertical case representation.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners is hereby authorized to enter into a contract with Attorney Michael Staake for Lawyer Guardian Ad Litem representation on neglect and abuse cases assigned to Judge Lisa McCormick at a rate of \$4,018.54 a month, not to exceed \$48,222.54 for calendar year 2024.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners is hereby authorized to enter into a contract with Attorney Kaitlin Fish for Lawyer Guardian Ad Litem representation on neglect and abuse cases assigned to Judge Richard J. Garcia at a rate of \$4,018.54 a month, not to exceed \$48,222.54 for calendar year 2024.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners is hereby authorized to enter into a contract with Attorney Michael Van Huysse for Lawyer Guardian Ad Litem representation on neglect and abuse cases assigned to Judge Shauna Dunnings at a rate of \$4,018.54 a month, not to exceed \$48,222.54 for calendar year 2024.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners is hereby authorized to enter into a contract with Attorney Kaitlin Fish for Lawyer Guardian Ad Litem representation on neglect and abuse cases assigned to Judge Morgan Cole at a rate of \$4,018.54 a month, not to exceed \$48,222.54 for calendar year 2024.

BE IT FURTHER RESOLVED, that the Circuit Court Juvenile Division is authorized to provide web based legal research and court rules at a rate not to exceed \$2,000 per attorney per calendar year as budgeted in the Michigan Department of Health and Human Services grant.

BE IT FURTHER RESOLVED, that the Circuit Court Juvenile Division is authorized to provide additional payments to Attorney Michael Staake, Attorney Kaitlin Fish, Attorney Heather Boyer, and Attorney Michael Van Huysse, not to exceed \$132,928 for calendar year 2024, for vertical and collateral case representation on neglect and abuse cases as budgeted in the Michigan Department of Health and Human Services grant.

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

## Agenda Item 4a

**TO:** Board of Commissioners Law & Courts and Finance Committees  
**FROM:** Barb Davidson, 9-1-1 Director  
**DATE:** January 3, 2024  
**SUBJECT:** Renewal of ProQA Medical software licenses, services, and support from Priority Dispatch  
*For meeting agendas of Law & Courts on January 11, 2024, and Finance on January 17, 2024*

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### **BACKGROUND**

We use the Priority Dispatch Emergency Medical Dispatch (EMD) program called ProQA for processing all medical calls received at the 9-1-1 Center. We need to renew eight (8) system licenses and four (4) backup software licenses for use at our backup 9-1-1 Center. This quote and purchase include the purchase of these licenses, services, and support from April 1, 2024 through March 31, 2025.

### **ALTERNATIVES**

Use only the backup paper EMD card sets instead of using the software program which will be more difficult for our staff and slows down our processing of 9-1-1 medical calls.

### **FINANCIAL IMPACT**

The quoted cost of the licenses, service, and support as described above is \$12,600 which reflects less than a 1% increase from last year.

### **OTHER CONSIDERATIONS**

None.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to authorize the renewal of ProQA Medical software licenses, service, and support from Priority Dispatch.

Introduced by the Law & Courts and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE THE RENEWAL OF PROQA MEDICAL SOFTWARE LICENSES AND SUPPORT FROM PRIORITY DISPATCH FOR THE INGHAM COUNTY 9-1-1 CENTER**

WHEREAS, the Ingham County Board of Commissioners operates the 9-1-1 Emergency Telephone Dispatch System through the Ingham County 9-1-1 Central Dispatch Center; and

WHEREAS, the Ingham County Board of Commissioners previously authorized the acquisition of Priority Dispatch's Emergency Medical Dispatch ProQA Program, under Resolution #14-081, and ProQA continues to be used for all medical calls received; and

WHEREAS, a quote for the renewal of eight (8) licenses and four (4) training licenses for ProQA Medical software licenses, service, and support for April 1, 2024 through March 31, 2025 has been provided by Priority Dispatch at a cost of \$12,600.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the renewal of ProQA Medical software licenses, service, and support for an amount not to exceed \$12,600 with Priority Dispatch, as outlined by the Proposal/Sales quotation, #Q-71507.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes an appropriation of up to \$12,600 from 9-1-1 Fund for the total cost of this purchase.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign a software services support agreement with Priority Dispatch consistent with this resolution and approved as to form by the County Attorney.



## Agenda Item 4b

**TO:** Board of Commissioners Law & Courts and Finance Committees  
**FROM:** Barb Davidson, Director 9-1-1  
**DATE:** January 3, 2024  
**SUBJECT:** Renewal of Software Support/Services Agreement with Pace Scheduler for scheduling for the 9-1-1 Center

*For the meeting agenda of the Law & Courts committee – January 11, 2024, and Finance committee – January 17, 2024*

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### **BACKGROUND**

The Board approved the purchase of software and support of scheduling software from Pace Scheduler under Resolution #22-042 and the program was put in place. We have had a few issues come up as we worked through our first year, but Pace has been responsive. We renewed the contract in 2023 under Resolution #23-072 and continue to see improvements with the product.

### **ALTERNATIVES**

Alternatives can be sought. We previously reviewed five different companies' programs and chose Pace. The 9-1-1 Center's schedule is complex and finding a company that can do everything needed has been difficult. We will continue to look but we believe Pace meets our needs.

### **FINANCIAL IMPACT**

The yearly contract with Pace Scheduler includes service, training, support, and upgrades for a 12-month term running from March 7, 2024, to March 6, 2025, at a cost of \$4,800. This has been placed in the Center's budget as an ongoing annual cost. Pace Scheduler is also offering the option with a multi-year contract to freeze the rate of \$4,800 for an additional 12 months (March 7, 2025 to March 6, 2026). The payment of \$9,600 would be due upfront to lock in the no-increase rate.

### **OTHER CONSIDERATIONS**

None.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to renew our support and service agreement with Pace Scheduler for the next 2 years.

Introduced by the Law & Courts and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A CONTRACT RENEWAL FOR SCHEDULING SOFTWARE/SERVICES FOR THE 9-1-1 CENTER**

WHEREAS, the Ingham County Board of Commissioners operates the 9-1-1 Emergency Telephone Dispatch System through the Ingham County 9-1-1 Central Dispatch Center; and

WHEREAS, Ingham County Board of Commissioners approved under Resolution #22-042 the purchase of software and services with Pace Scheduler in January of 2022 and the renewal of those services for 2023 with Resolution #23-072; and

WHEREAS, the Ingham County 9-1-1 Center has been satisfied with the program and continued improvements being made; and

WHEREAS, the yearly contract with Pace Scheduler includes service, training, support, and upgrades for a 12-month term from March 7, 2024 to March 6, 2025, at a cost of \$4,800; and

WHEREAS, Pace Scheduler is offering an additional year of service, training, support, and upgrades at no increase in rate, \$4,800 for March 7, 2025 to March 6, 2026, when total payment is paid upfront; and

WHEREAS, the 9-1-1 Director is recommending that the Ingham County Board of Commissioners fund this request from the 9-1-1 Emergency Telephone Dispatch Services 9-1-1 fund.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the expenditure of \$9,600 from the 9-1-1 Emergency Telephone Dispatch Services 9-1-1 fund for the costs associated with continuing to utilize Pace Scheduler Software and Services from March 7, 2024, to March 6, 2026.

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

## Agenda Item 5

**TO:** Board of Commissioners Human Services and Finance Committees  
**FROM:** Jared Cypher, Deputy Controller  
**DATE:** December 29, 2023  
**SUBJECT:** Resolution Authorizing an Elder Services Millage Contract with TCOA  
For the meeting agendas of January 17 and January 22

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### **BACKGROUND**

This resolution authorizes a 2024 contract with Tri County Office on Aging (TCOA) to utilize Elder Services Millage funds for millage eligible services, as set forth in the attachment. These services include:

- Meals on Wheels
- In-Home Services
- Chore Services
- Healthy Aging and Wellness Activities
- Crisis Services
- Non-Covered Medical Needs
- Information & Assistance Services
- Legal Services

### **ALTERNATIVES**

There is currently a waitlist for TCOA services and the 60 and older population in Ingham County is growing. TCOA already has the structure in place to address the needs of the 60 and over population. The County could attempt to provide the service in-house, or contract with another entity, but TCOA is best poised to provide the services safely and efficiently.

### **FINANCIAL IMPACT**

The contract will not exceed \$2,704,224 from the Elder Services Millage, and sufficient funds are available from the Elder Services Millage.

### **STRATEGIC PLANNING IMPACT**

This resolution supports the long-term goals of Promoting Accessible Healthcare and Meeting Basic Needs.

### **OTHER CONSIDERATIONS**

None.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to support an Elder Services Millage contract with TCOA.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A CONTRACT WITH TRI COUNTY OFFICE ON AGING  
FOR ELDER SERVICES MILLAGE ELIGIBLE SERVICES**

WHEREAS, the growth of the 60 and over population throughout the country, including regional, state and county areas, is impacting the services Tri County Office on Aging (TCOA) delivers; and

WHEREAS, more than 57,000 seniors (age 60+) live in Ingham County, thousands lack the financial means to fully care for themselves; and

WHEREAS, many seniors in Ingham County have multiple chronic conditions that make everyday living difficult; and

WHEREAS, as of May 31, 2020, there were almost 200 older adults in Ingham County on wait lists to receive essential services such as assistance with bathing and other personal care, homemaking chores (including snow removal), and respite programs for caregivers; and

WHEREAS, the millage will help reduce waitlists that are expected to rise dramatically with the rapid growth of the older population; and

WHEREAS, in August 2020 the electorate authorized a countywide elder services millage level of 30/100 (.30) of one mill for a period of four years (2020-2023) to be used for the purpose of authorizing funding to eliminate wait lists and expand critical services such as in-home care, meals on wheels, and crisis services to support the growing population of persons age sixty (60) and older residing in Ingham County; and

WHEREAS, TCOA has submitted a proposal to Ingham County to use Elder Services Millage dollars to fund a comprehensive array of essential services to Ingham County residents age 60 and older; and

WHEREAS, funds from the Elder Services Millage are included in the County's 2023 budget for this purpose.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a contract not to exceed \$2,704,224 with Tri-County Office on Aging (TCOA) for services provided to Ingham County residents for the period of January 1, 2024 through December 31, 2024.

BE IT FURTHER RESOLVED, that funds for this contract with TCOA will come from the Elder Services Millage.

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

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

YEAR 2024  
SERVICES TO BE PROVIDED BY THE CONTRACTOR.

The Contractor shall provide a comprehensive array of services to Ingham County residents aged 60 and older including:

- a) Managing and operating Home Delivered Meals (commonly known as Meals on Wheels) and Congregate (Senior) Dining Sites, providing meals to address food insecurity and meet the nutritional and social needs of the growing population of older adults. Services shall be provided in conformity with state and federal operating standards as outlined in the Older Americans Act.
- b) Providing individuals with In-Home Services and supports depending on the need, designed to provide or enhance their independence and avoid the need for residential/skilled nursing living arrangements. Supports can include personal care (such as assistance with bathing and dressing) homemaking services, grocery shopping assistance, and respite support for persons caring for older adults. Priority will be given to individuals currently on the Tri County Office on Aging's (TCOA's) wait lists and others who may not meet the nursing facility level of care determination but are at risk of health decline or lack of independence without support.
- c) Supplying Chore Services such as snow removal, yard work, and weatherization to enhance safety and enable older adults to remain living in a safe independent environment.
- d) Supporting Healthy Aging and Wellness Activities such as healthy living classes for persons with diabetes and other chronic conditions, caregiver workshops, and other opportunities to engage older adults in the community to promote socialization and prevent isolation, depression, and worsening chronic conditions.
- e) Providing Crisis Services and gap filling supports through financial or other assistance in addressing utility shut offs and safe housing-related expenses (emergency shelter, fumigation, eviction prevention, property tax assistance, etc.) and other immediate needs such as bus passes for low-income seniors in imminent danger of losing independence. Assistance may be available for caregivers to meet one-time, emerging needs in support of the older adult.
- f) Supplying gap-filling support to meet the Non-Covered Medical needs of low-income older adults to prevent serious health crises. Expenses may include prescription medications, dental/oral health care, durable medical equipment (i.e. walkers, shower benches), and hearing aids that are not covered through Medicare or other means. Non-emergency medical transport can be arranged for those awaiting approval for transportation services through Medicaid or Medicare.
- g) Managing and operating Information & Assistance Services to community members with questions about available programs and services, or those who otherwise do not know where to turn. These community members may be seniors, adults with disabilities or the family and friends that support them. The questions or circumstances may be straight forward and result in a simple referral or exchange of information, or they may be more complex, requiring significant time and follow-up. Services may include the support of a Community Resource Navigator who has specific training, knowledge of community resources, and background in working with older adults who have chronic health and emotional needs who are not connected to any other supports and have immediate needs.

- h) Connecting low income and underserved individuals and their families to Legal Services to provide legal protection, advocacy and representation in the areas of elder abuse, public benefits, senior justice and elder rights. Services also include the Long-Term Care Ombudsman who advocates for the health, safety and rights of persons in nursing and other care facilities and may also include the education of local law enforcement and other key organizations and community partners on elder abuse.
- i) Ten percent of the funds received under this agreement shall be used to pay for the staffing, overhead and other associated costs for the additional administration of the millage.

## Agenda Item 6

**TO:** Board of Commissioners Human Services and Finance Committees

**FROM:** Jared Cypher, Deputy Controller

**DATE:** December 18, 2023

**SUBJECT:** Resolution Authorizing a Health Services Millage Agreement with CMH

For the meeting agendas of January 16 and January 22

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### **BACKGROUND**

This resolution authorizes a FY 2024 Health Services Millage agreement with Community Mental Health (CMH). The scope of services to be covered is included in the attached document.

### **ALTERNATIVES**

None.

### **FINANCIAL IMPACT**

The resolution authorizes a contract not to exceed \$1,614,924 with CMH for services provided to Ingham County residents for the period of October 1, 2023 through September 30, 2024. Funds are included in the 2024 budget for this contract.

### **OTHER CONSIDERATIONS**

None.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to support a FY 2024 Health Services Millage agreement with CMH.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A CONTRACT WITH THE COMMUNITY MENTAL HEALTH  
AUTHORITY OF CLINTON, EATON AND INGHAM COUNTIES  
FOR HEALTH SERVICES MILLAGE ELIGIBLE SERVICES**

WHEREAS, the State of Michigan dramatically reduced State General Fund payments to Community Mental health (CMH) in fiscal year 2015; and

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

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

WHEREAS, in March 2020, the electorate approved a reauthorization of the countywide health services millage at a level of 63/100 (.63) of one mill for a period of four years (2020-2023) to be used for the purpose of providing basic health care and mental health services to low-income Ingham County residents who are not eligible for Medicaid under the Federal Affordable Care Act, and who do not have medical insurance, including use of these funds to help pay for access to doctor visits, generic medications, mental health services, and essential care such as preventive testing and treatment for cancer, diabetes, heart disease, and other serious illnesses; and

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

WHEREAS, funds from the health services millage are allocated in the County's 2024 budget for this purpose.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a contract not to exceed \$1,614,924 with CMH for services provided to Ingham County residents for the period of October 1, 2023 through September 30, 2024.

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

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

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



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

Proposal for the Continued Use of Ingham County Health Services Millage to Close Gaps in Ingham County's Behavioral Health Care System

FY2024

**Summary of proposal:** This proposal requests the continuation of Ingham County Health Services Millage funding, to the Community Mental Health Authority of Clinton, Eaton, and Ingham Counties (CMHA-CEI), to support a comprehensive package of behavioral healthcare services designed to address of the most pressing behavioral healthcare needs in the Ingham County community.

**Context and Need:** Following the significant State General Fund reduction (2/3 of the funds formerly provided to CMHA-CEI) and the implementation of the Healthy Michigan Plan in 2015, the Community Mental Health Authority of Clinton, Eaton, and Ingham Counties (CMHA-CEI) realized growing service gaps resulting from significantly lower State General Fund dollars. While some of these gaps have been reduced through Ingham County Millage Funding and other federal, state, and local sources that CMHA-CEI has pursued, they persist and at the same time, community need for behavioral health services continues to increase. In FY23 we continued to see the impact of the pandemic and traumatic events such as the Michigan State University Shooting that shook our entire community.

These gaps include:

- Individuals who are uninsured which must be covered by scarce state general fund dollars or local dollars within CMHA-CEI's budget in order to maintain in service.
- Individuals with "spend down" Medicaid eligibility, which means they become eligible for Medicaid benefits only after meeting a large monthly spend-down amount.
- Those with severe, chronic, and urgent specialized mental health treatment needs (crisis stabilization, community living supports or skill-building services, residential care, case management, etc.) not covered by any other coverage plan.
- Reductions in SUD State Block Grant funds have impacted access to SUD services for uninsured individuals.

**Please note in the FY23 Summary of Services included below there is an explanation regarding lower utilization of Health Millage funds due to Public Health Emergency that were still in place related to the pandemic. In light of continued demand for services and the end of the public health emergency that now requires individuals to re-enroll in Medicaid on an annual basis, we anticipate many individuals will once again become uninsured and we will see increased utilization of Health Millage funding in FY24.**

**Proposed Essential Services to close gaps in Ingham County:**

**Crisis Services: The community's free-standing (outside of hospital grounds) 24/7 Psychiatric Crisis Services and Inpatient Pre-Screening Unit:** This unit provides around-the-clock access to highly trained behavioral health clinicians who provide: crisis intervention, psychiatric inpatient pre-screening (and funding authorization), short-term stabilization, diversion to appropriate levels of care, housing assistance, and linkages to needed services to adults, children, and adolescents. In effort to meet the growing need for crisis stabilization services in our service area and to reduce the need for scarce psychiatric hospital placements in situational crisis, CMHA-CEI has expanded adult and youth Urgent Care Services as part of the Crisis Services continuum, launched youth mobile crisis available 24/7 and initiated adult mobile crisis services. These services provide

immediate intensive support to individuals and families in order to intervene, stabilize, and connect them to longer term resources for ongoing care.

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

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

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

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

**Substance Use Disorder Treatment for Adults:** State Block Grant funds have been drastically cut, reducing access to detox, outpatient, and residential care for uninsured individuals.

**Psychiatric inpatient care:** CMHA-CEI pays all psychiatric inpatient claims on all uninsured individuals admitted to psychiatric inpatient facilities. Given that these claims are paid with State General Fund dollars and given the dramatic cut in this CMH's State General Fund revenues, **CMHA-CEI has limited funds to pay these psychiatric inpatient costs** and others previously funded by State General Fund dollars.

**Cost of proposed services in FY2024:**

\$1,614,924

**Estimated number of Ingham County residents meeting the millage criteria who will be served: 1,000\***  
**Please note, the number of residents served with funds are variable from year to year based on the intensity of eligible individual's service needs and the cost of those services.**

### **FY23 Summary of Services:**

In total in FY23 CMHA-CEI served 9,006 Ingham County Residents. This is a 2.5% increase from FY22 and a 29% increase from FY21. In FY23 Millage dollars were used to help support services to 408 eligible Ingham County residents\*. The table below provides an overview of services, costs, and numbers of Ingham County residents served utilizing Ingham County Millage dollars in FY 23. **It is important to note that numbers of individuals served and the amount charged to the millage continues to be lower for FY23 than had been the pre-pandemic norm. This was due to the ongoing temporary federal emergency measures implemented by Michigan Department of Health and Human Services put into place during the**

**pandemic that allowed individuals to automatically remain on Medicaid and reduced the monthly spend-down expense required before individuals qualify for Medicaid.** This has now ended, and we expect to return to normal levels of Millage Spending in FY24.

<b>Category</b>	<b>Amount</b>	<b>Individuals*</b>
<b>24/7 Psychiatric Crisis Services and Inpatient Screening</b>		
Crisis Intervention	\$531.85	3
<b>Assessment and Treatment Planning</b>		
Assessments	\$16,844.19	18
<b>Community-Based Mental Health Treatment and Supports</b>		
Assertive Community Treatment (ACT)	\$468.14	1
Clubhouse Psychosocial Rehabilitation Programs	\$23,936.77	1
Targeted Case Management	\$3,278.88	1
Therapy (mental health)	\$1,304.52	1
<b>Families Forward Children's Services</b>		
Family Training	\$28,055.04	2
Home Based Services	\$7,357.08	2
<b>Community Services for Developmentally Disabled</b>		
Community Living Supports	\$31,476.86	40
Health Services	\$3,366.02	11
Personal Care in Licensed Specialized Residential Setting	\$408.59	1
<b>Psychiatric and Residential Care</b>		
Medication Administration	\$9,416.18	13
Residential Services	\$233,423.81	203
Room and Board	\$81,622.97	98
Psychiatric Inpatient	\$85,989.97	12
<b>Total</b>	<b>\$527,479.97</b>	<b>408*</b>

\*Individuals may be duplicate if receiving services in multiple categories.

**TO:** Board of Commissioners Human Services & Finance Committees  
**FROM:** Tim Morgan, Parks Director  
**DATE:** January 3, 2024  
**SUBJECT:** Resolution to authorize the transfer of funds for emergency asbestos abatement  
For the meeting agenda of January 22, 2024 Human Services and January 17, 2024 Finance Committees

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**BACKGROUND**

The Ingham County Board of Commissioners approved the contract with Laux Construction January 2023 (Resolution #23-026) for improvements to Lake Lansing Park South. The scope of work included a new restroom and concession building as well as the demolition of the old restroom and concession building. At demolition of the old restrooms, asbestos was found, resulting in unforeseen costs requiring an emergency purchase for the asbestos abatement. Due to these unforeseen costs, additional funds are needed.

**ALTERNATIVES**

No other alternatives. Emergency abatement approved by the Controller.

**FINANCIAL IMPACT**

This resolution requests authorization to transfer \$14,990 of remaining unused contingency funds from line item 228-62800-967000-TR081 into line item 228-62800-967000-TR061 for the asbestos abatement at Lake Lansing Park South.

**STRATEGIC PLANNING IMPACT**

This resolution supports the overarching long-term objective of striving to make facilities and services user-friendly, specifically Section A. 1(f) of the Action Plan - maintain and improve existing parkland, facilities, and features.

**OTHER CONSIDERATIONS**

The Park Commission approved this approach at their December 11, 2023 meeting.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing the transfer of funds from TR081 to TR061.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE THE TRANSFER OF FUNDS FROM TR081 TO TR061  
FOR THE EMERGENCY PURCHASE OF ASBESTOS ABATEMENT AT LAKE LANSING  
PARK SOUTH RESTROOM**

WHEREAS, the Ingham County Board of Commissioners approved the contract with Laux Construction January 2023 (Resolution #23-026) for improvements to Lake Lansing Park South; and

WHEREAS, during the demolition of the restroom, asbestos was found resulting in an emergency purchase for abatement; and

WHEREAS, the Ingham County Parks Department is requesting \$14,990 of remaining unused contingency funds from 228-62800-967000-TR081 be transferred to 228-62800-967000-TR061 for the asbestos abatement at Lake Lansing South.

THEREFORE BE IT RESOLVED, that the Controller/Administrator is authorized to transfer \$14,990 from 228-62800-967000-TR081 to 228-62800-967000-TR061.

**Agenda Item 7b**

**TO:** Board of Commissioners Human Services & Finance Committees  
**FROM:** Tim Morgan, Parks Director  
**DATE:** January 3, 2024  
**SUBJECT:** Resolution to adopt fees for food truck vendors that participate in County sponsored events at the Ingham County Parks  
For the meeting agenda of January 17, 2024 Finance and January 22, 2024 Human Services

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**BACKGROUND**

Due to the complexity and inefficiencies of the current food truck vendor contract, the Ingham County Parks Department is proposing charging food truck vendors a set fee for selling food at Ingham County sponsored events.

**ALTERNATIVES**

To continue with the current food truck vendor contract risking losing vendors willing to participate due to the complexity of the current contract.

**FINANCIAL IMPACT**

Leave the remaining fee structure as is in the current contract.

**OTHER CONSIDERATIONS**

The Ingham County Park Commission supported this resolution at their December 11, 2023 meeting.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing the adoption of fees for food truck vendors that participate in county sponsored events at the Ingham County Parks.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO ADOPT FEES FOR FOOD TRUCK VENDORS THAT PARTICIPATE IN COUNTY SPONSORED EVENTS AT THE INGHAM COUNTY PARKS**

WHEREAS, the Ingham County Board of Commissioners set various fees for county services in Resolution #02-155; and

WHEREAS, the Ingham County Board of Commissioners has directed the Controller's Office to establish a process for the annual review of these fees; and

WHEREAS, the Ingham County Board of Commissioners approved Resolution #22-266 approving fees be evaluated on a three-year rotation by Committee; and

WHEREAS, the Parks Department's next fee review is scheduled for 2025; and

WHEREAS, the Parks Department currently uses a contract for food truck vendors to participate in County sponsored events; and

WHEREAS, the current food truck vendor contract is not conducive for doing business with the County due to the efficiency and timing of processing such contracts; and

WHEREAS, the Parks Department would like to propose a set of fees outside of the regular scheduled fee review for food truck vendors in place of a contract; and

WHEREAS, the food truck fee would be advantageous to the Parks Department to streamline the process and collection of fees, as well as increase access to available food truck vendors in short-term situations; and

WHEREAS, the food truck vendor will be required to adhere to any government policies and guidelines required by law, possess required insurances, and follow facility policies and guidelines; and

WHEREAS, food truck vendors may be required to submit proof of insurance and Health Department Certifications.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the following food truck vendor fees for Parks sponsored events:

- \$40 fee for less than 4 hours
- \$75 fee for any session longer than 4 hours per day

BE IT FURTHER RESOLVED, that the fees shall become effective upon passing of this resolution.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments required as a result of this resolution.

**TO:** Board of Commissioners Human Services & Finance Committees  
**FROM:** Tim Morgan, Parks Director  
**DATE:** January 3, 2024  
**SUBJECT:** Agreement with Spicer Group, Inc. for prime professional services  
For the meeting agenda of January 17, 2024 Finance and January 22, 2024 Human Services

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**BACKGROUND**

Spicer Group, Inc. recently completed the Holt to Mason Feasibility Study, Phase 2, which was adopted by the Ingham County Board of Commissioners in August 2023. This feasibility study did an updated study on the Phase 1 study by Mannik & Smith, completed in 2014. The Phase 2 Study specifically focused on the best and most feasible route to cross the limited access right-of-way of US-127, specifically to fill in the missing link of the trail between College Road and Kerns Road.

With the completion of the study finding the most feasible route to be crossing over US-127 at Howell Road, Ingham County Parks would like to move forward with the project. Funding has been received from the Trails and Parks Millage (\$1.25 million), earmarked funds through Elissa Slotkin (\$2.75 million), and a donation from George Hayhoe (\$250,000). In order to close the gap in funding, the County would like to apply for an MDOT TAP grant, and the complete preliminary engineering work required for the project.

Proposed scope of work for this project (1 & 2):

1. Preparation and submittal of a Transportation Alternatives Program (TAP) grant to the Michigan Department of Transportation (MDOT).
2. Preliminary Engineering
3. Final Engineering
4. Bidding Phase
5. Construction Phase

These three phases (3, 4 & 5), necessary for the project, will be developed following an award from MDOT/TAP Grant. We would need to come back to ask for these negotiated fees at that time.

**ALTERNATIVES**

Ingham County Park staff does not have the engineering expertise that the consultant is able to provide. No other alternatives.

**FINANCIAL IMPACT**

Proposed fees from Spicer Group, Inc:

- I. Grant Preparation and Submittal: An hourly estimated fee of \$15,000
- II. Preliminary Engineering: An hourly estimated fee of \$215,000
- III-V will be determined after the MDOT TAP grant is awarded.

Proposed total services: \$230,000

Contingency of 10%: \$23,000

There are funds available in line item 228-62800-818000-TR114.



**OTHER CONSIDERATIONS**

The Ingham County Park Commission supported this resolution at their December 11, 2023 meeting.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing an agreement with Spicer Group, Inc. for prime professional services for the preparation and submittal of a TAP grant and preliminary engineering for the Holt to Mason Trail.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH SPICER GROUP, INC. FOR  
PRIME PROFESSIONAL SERVICES FOR PREPARATION AND SUBMITTAL OF A TAP GRANT  
AND PRELIMINARY ENGINEERING FOR THE HOLT TO MASON TRAIL**

WHEREAS, Spicer Group, Inc. recently completed the Holt to Mason Feasibility Study, Phase 2, which was adopted by the Ingham County Board of Commissioners in August 2023 (Resolution #23-328); and

WHEREAS, the study determined the most feasible route for the proposed trail to cross over the limited access right-of-way of US-127 is at Howell Road; and

WHEREAS, in order to close the gap in funding, the Ingham County Parks would like to apply for a Michigan Department of Transportation (MDOT) Transportation Alternatives Program (TAP) grant; and

WHEREAS, the Parks Department recommends prime professional services for grant preparation and submittal, preliminary engineering, final engineering, bidding phase, and construction phase; and

WHEREAS, per the Ingham County Purchasing Policy, vendors on the MiDeal Extended Purchasing Program contract do not require three quotes; and

WHEREAS, Spicer Group, Inc., is on the MiDeal Extended Purchasing Program (Contract #00899) (Expiration Date: April 16, 2025); and

WHEREAS, that there is \$253,000 available in line item 228-62800-818000-TR114; and

WHEREAS, the Ingham County Parks Department recommends Spicer Group, Inc. for prime professional services for preparation and submittal of a TAP grant and preliminary engineering for the Holt to Mason Trail.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Spicer Group, Inc. for grant preparation and submittal, preliminary engineering, final engineering, bidding phase, and construction phase for an amount not to exceed \$230,000, effective upon execution for a period of three years.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a contingency not to exceed \$23,000 (10%) to cover any additional work items, expenditure of which must be mutually agreed upon in writing between the Parks Director (or designee) and Spicer Group, Inc. before work on such work items is begun.

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

**TO:** Board of Commissioners Human Services & Finance Committees  
**FROM:** Tim Morgan, Parks Director  
**DATE:** January 3, 2024  
**SUBJECT:** Agreement with Spicer Group, Inc. for prime professional services  
For the meeting agenda of January 17, 2024 Finance and January 22, 2024 Human Services

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**BACKGROUND**

Spicer Group, Inc. has been working with Ingham County on proposed improvements at Lake Lansing Park North to upgrade and provide better ADA accessibility along some of the trails. This work will include improving some of the existing dirt trails with crushed compacted stone surface, and replacing the existing aged boardwalks which traverse the wetlands. This work also includes connecting to the proposed MSU to Lake Lansing Trail, being developed by Meridian Township, which will be constructed in the Consumers Energy right-of-way along the south side of Lake Lansing Park North.

Spicer Group, Inc. assisted the County in securing three grants through the Michigan Department of Natural Resources (DNR) to fund these improvements. Spicer Group, Inc. has already been awarded the work for Phase 1; this letter agreement is for phases 2 and 3, proposed to go through the state's MiDeal program. The three phases correspond with the DNR grants, as follows:

- Phase 1 (Michigan Department of Natural Resources Trust Fund Grant 21-0057), approximately 600 LF stone path and 680 LF boardwalk (Spicer Group, Inc. is already contracted for this phase)
- Phase 2 (Michigan Department of Natural Resources Land & Water Grant 22-0013/26-01880), approximately 6,720 LF of stone path and 1,010 LF of boardwalk
- Phase 3 (Michigan Department of Natural Resources Trust Fund Grant 22-0076), approximately 5.500 LF of stone path

Phase 1 and 2 of the proposed improvements include complete boardwalk replacement and reconstruction of the existing dirt trail with crushed compacted stone surface of the 1.9-mile loop trail. Phase 3 includes improvements to the dirt trail with crushed stone surface to connect the loop trail with the MSU to Lake Lansing Trail. All phases of the improvements also include benches, interpretive signage, path mile markers, ethics signage.

Proposed scope of work for phases 2 and 3 of this project:

1. Topographical Survey
2. Design Development
3. Bidding Phase
4. Construction Administration
5. Grant Administration

**ALTERNATIVES**

Ingham County Park staff does not have the engineering expertise that the consultant is be able to provide. No other alternatives.

## **FINANCIAL IMPACT**

Proposed fees from Spicer Group, Inc:

### **Phase 2**

- A. Design Development Task: A lump sum amount of \$87,800
- B. Bidding Task: A lump sum amount of \$3,500
- C. Grant Administration Phase: An estimated hourly amount of \$2,500
- D. Construction Administration Task: An estimated hourly amount of \$36,600  
(assumes a 20-week construction period with an approximate average of 12 hours spent on the project each week for approximately 240 hours)  
Estimated amount for phase 2: \$130,400.

### **Phase 3**

- A. Design Development Task: A lump sum amount of \$43,900
- B. Bidding Task: A lump sum amount of \$2,500
- C. Grant Administration Phase: An estimated hourly amount of \$2,500
- D. Construction Administration Task: An estimated hourly amount of \$29,300  
(assumes a 20-week construction period with an approximate average of 10 hours spent on the project each week for approximately 200 hours)

Estimated amount for phase 3: \$75,700.

### **Topographical survey**

Phase 2: Topographical Survey Task: A lump sum amount of \$ 7,500

Phase 3: Topographical Survey Task: A lump sum amount of \$15,000

Proposed total services: \$228,600 (Phase 2 - \$137,900; Phase 3 - \$90,700)

Contingency of 10%: \$22,860 (Phase 2 - \$13,790.00; Phase 3 - \$9,070)

There are funds available in line item 228-62800-967000-TR088 (Phase 2) and line item 228-62800-967000-TR102 (Phase 3).

## **OTHER CONSIDERATIONS**

The Ingham County Park Commission supported this resolution at their December 11, 2023 meeting.

## **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing an agreement with Spicer Group, Inc. for prime professional services for improvements at Lake Lansing Park North.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH SPICER GROUP, INC. FOR PRIME PROFESSIONAL SERVICES FOR IMPROVEMENTS AT LAKE LANSING PARK NORTH**

WHEREAS, Spicer Group, Inc. has been working with the Ingham County Parks who have been awarded 3 Michigan Department of Natural Resources Grants on proposed boardwalk and trail improvements at Lake Lansing Park North; and

WHEREAS, the Parks Department recommends prime professional services for the topographical survey, design development, bidding phase, grant administration, and construction administration; and

WHEREAS, per the Ingham County Purchasing Policy, vendors on the MiDeal Extended Purchasing Program contract do not require three quotes; and

WHEREAS, Spicer Group, Inc., is on the MiDeal Extended Purchasing Program (Contract #00899) (Expiration Date: April 16, 2025); and

WHEREAS, that there is \$151,690 available in line item #228-62800-967000-TR088 and \$99,770 available in line item #228-62800-967000-TR102; and

WHEREAS, the Ingham County Parks Department recommends Spicer Group, Inc. for prime professional services for the topographical survey, design development, bidding phase, grant administration, and construction administration for improvements at Lake Lansing Park North.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Spicer Group, Inc. for the topographical survey, design development, bidding phase, grant administration, and construction administration for improvements of Phase 2 and 3 trail improvements at Lake Lansing Park North for an amount not to exceed \$228,600, effective upon execution for a period of two years.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes a contingency not to exceed \$22,860 (10%) to cover any additional work items, expenditures of which must be mutually agreed upon in writing between the Parks Director (or designee) and Spicer Group, Inc. before work on such work items is begun.

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

**TO:** Board of Commissioner’s Human Services and Finance Committees

**FROM:** Adenike Shoyinka, MD, MPH, Medical Health Officer

**DATE:** December 12, 2023

**SUBJECT:** Authorization for Amendment #1 to the 2023-2024 Emerging Threats Master Agreement with the Michigan Department of Health and Human Services for the Delivery of Public Health Services under the Comprehensive Agreement.

For the Meeting Agendas of January 17, and January 22, 2024

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**BACKGROUND**

The responsibility for protecting the health of the public is a shared responsibility between the State and County governments in Michigan. Michigan Department of Health & Human Services (MDHHS) and local health departments enter into contracts to clarify the role and responsibilities of each party in protecting public health. MDHHS and Ingham County entered into a FY23 – 24 Emerging Threats Agreement authorized through Resolution #23-338. MDHHS has proposed Amendment #1 to adjust grant funding levels and clarify Agreement procedures.

**ALTERNATIVES**

There are no alternatives.

**FINANCIAL IMPACT**

The financial impact of this amendment will increase the 2023-2024 original grant agreement from \$1,460,045 to \$1,570,045, an increase of \$110,000. The revised resolution make the following specific changes to the budget:

COVID Workforce Development: increase of \$110,000 from \$0.00 to \$110,000

**STRATEGIC PLANNING IMPACT**

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

**OTHER CONSIDERATIONS**

There are no other considerations.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to support this agreement with Michigan Department of Health & Human Services (MDHHS) effective October 1, 2023 through June 30, 2024.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AMENDMENT #1 TO THE FY23 – 24 EMERGING THREATS MASTER AGREEMENT WITH THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE DELIVERY OF PUBLIC HEALTH SERVICES UNDER THE MASTER AGREEMENT**

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

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

WHEREAS, MDHHS and Ingham County have entered into a FY23 – 24 Emerging Threats Agreement authorized through Resolution #23-338; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize a revised agreement with the Michigan Department of Health and Human Services for the delivery of Emerging Threats Services under the Comprehensive Agreement Process.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a revised FY23 - 24 Emerging Threats Agreement with MDHHS for the delivery of emerging threats services under the Comprehensive Agreement Process.

BE IT FURTHER RESOLVED, that the period of the agreement shall be October 1, 2023 through September 30, 2024.

BE IT FURTHER RESOLVED, that the scope of services included in this agreement shall include Emerging Threats in Ingham County.

BE IT FURTHER RESOLVED, that the total amount of the Emerging Threats Comprehensive Agreement shall increase from \$1,460,045 to \$1,570,045, an increase of \$110,000.

BE IT FURTHER RESOLVED, that the increase in funds consists of the following specific changes to the budget:

COVID Workforce Development: increase of \$110,000 from \$0.00 to \$110,000.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to amend the Health Department's 2024 Budget in order to implement this resolution.

BE IT FURTHER RESOLVED, that the Medical Health Officer, Adenike Shoyinka, or her designee, is authorized to submit the 2023-2024 Emerging Threats Comprehensive Agreement electronically through the Mi-E Grants system after approval as to form by the County Attorney.

## Agenda Item 8b

**TO:** Board of Commissioner's Law & Courts, Human Services, and Finance Committees  
**FROM:** Adenike Shoyinka, MD, MPH, Medical Health Officer  
**DATE:** December 12, 2023  
**Subject:** Authorization to Amend Resolution #23-087 with Michigan Public Health Institute for Administrative Support to Operate the Lansing/Ingham Peacemaker Fellowship®

For the Meeting Agendas of January 11, January 17, and January 22, 2024

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### **BACKGROUND**

Ingham County Health Department wishes to amend Resolution #23-087, (the Year 2 Local Operator contract) with Michigan Public Health Institute (MPHI) for Administrative Support to operate the Lansing/Ingham Peacemaker Fellowship® in an amount not to exceed \$471,751, an increase of \$170,000, effective March 1, 2023 through February 29, 2024. These additional funds will provide for travel and registrations for staff conferences and training and will provide the Peacemaker Fellowship® LifeMAP Allowances and Horizon-Building Journeys. The program helps build and sustain local community capacity to interrupt gun violence and saves lives and reduces the life-altering trauma experienced by people living in the impacted communities and by the service providers who support them.

On February 28, 2023, the Ingham County Board of Commissioners approved Resolution #23-087 authorizing MPHI to provide administrative support and operate the Lansing/Ingham Peacemaker Fellowship® for Year 2. This resolution will amend the current contract authorized through Resolution #23-087 and will be eligible for renewal for Year 3 based upon performance in Year 2.

### **ALTERNATIVES**

Advance Peace (AP) National is unaware of other community-based local organizations within Lansing with the required bandwidth to implement, manage, and secure the requisite resources required by the AP Lansing strategy to be sustained over multiple years.

### **FINANCIAL IMPACT**

The funds for this amended agreement will not exceed \$170,000 and are covered by the operating budget for the project.

### **STRATEGIC PLANNING IMPACT**

This resolution supports the commitment of the Ingham County Board of Commissioners to continue work that targets violent offenders, high-level drug dealers, gang activity, and gun violence (Goal A, Strategy 1 of the 2018-2022 Update to the Strategic Plan and Action Plan.)

### **OTHER CONSIDERATIONS.**

There are no other considerations.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to amend Resolution #23-087 with MPHI for administrative support to operate the Lansing/Ingham Peacemaker Fellowship® in an amount not to exceed \$471,751, an increase of \$170,000, effective March 1, 2023, through February 29, 2024.



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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AMEND RESOLUTION #23-087 WITH MICHIGAN PUBLIC HEALTH INSTITUTE FOR ADMINISTRATIVE SUPPORT TO OPERATE THE LANSING/INGHAM PEACEMAKER FELLOWSHIP ®**

WHEREAS, Ingham County Health Department wishes to amend Resolution #23-087, (the Year 2 Local Operator contract) with Michigan Public Health Institute (MPHI) for administrative support to operate the Lansing/Ingham Peacemaker Fellowship® in an amount not to exceed \$471,751, an increase of \$170,000, effective March 1, 2023 through February 29, 2024; and

WHEREAS, on February 28, 2023, the Board of Commissioners approved Resolution #23-087 authorizing MPHI to provide administrative support and operate the Lansing/Ingham Peacemaker Fellowship® for Year 2; and

WHEREAS, these additional funds will provide for travel and registrations, for staff conferences and training, and will provide the Peacemaker Fellowship ® LifeMAP Allowances and Horizon-Building Journeys; and

WHEREAS, this program helps build and sustain local community capacity to interrupt gun violence, saves lives and reduces the life-altering trauma experienced by people living in the impacted communities, and reduces trauma for the service providers who support them; and

WHEREAS, this contract will be eligible for renewal for Year 3 based upon performance in Year 2; and

WHEREAS, funds for this amended agreement will not exceed \$170,000 and are covered by the operating budget already approved through Resolution #23-087; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize entering into an agreement with MPHI for administrative support to operate the Lansing/Ingham Peacemaker Fellowship® in an amount not to exceed \$471,751, an increase of \$170,000, effective March 1, 2023, through February 29, 2024.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with MPHI for administrative support to operate the Lansing/Ingham Peacemaker Fellowship® in an amount not to exceed \$471,751, an increase of \$170,000, effective March 1, 2023, through February 29, 2024.

BE IT FURTHER RESOLVED, that on February 28, 2023, the Board of Commissioners approved Resolution #23-087 authorizing MPHI to provide administrative support and operate the Lansing/Ingham Peacemaker Fellowship® for Year 2.

BE IT FURTHER RESOLVED, that these additional funds will provide for travel and registrations, for staff conferences and training, and will provide the Peacemaker Fellowship ® LifeMAP Allowances and Horizon-Building Journeys.

BE IT FURTHER RESOLVED, that this program helps build and sustain local community capacity to interrupt gun violence, saves lives and reduces the life-altering trauma experienced by people living in the impacted communities, and reduces trauma for the service providers who support them.

BE IT FURTHER RESOLVED, that this contract will be eligible for renewal for Year 3 based upon performance in Year 2.

BE IT FURTHER RESOLVED, that funds for this amended agreement will not exceed \$170,000 and are covered by the operating budget already approved through Resolution #23-087.

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

## Agenda Item 8c

**TO:** Board of Commissioner’s Law & Courts, Human Services, and Finance Committees  
**FROM:** Adenike Shoyinka, MD, MPH, Medical Health Office  
**DATE:** December 12, 2023  
**Subject:** Resolution Authorizing Year 3 Agreement with Michigan Public Health Institute for Administrative Support to Operate the Lansing/Ingham Peacemaker Fellowship®

For the Meeting Dates of January 11, January 17, and January 22, 2024

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### **BACKGROUND**

Ingham County Health Department wishes to enter into an agreement with Michigan Public Health Institute (MPHI) for Administrative Support to Operate the Lansing/Ingham Peacemaker Fellowship® in an amount not to exceed \$513,339, effective March 1, 2024, through February 28, 2025. The program helps build and sustain local community capacity to interrupt gun violence, saving lives and reducing the life-altering trauma experienced by people living in the impacted communities and by the service providers who support them.

On February 28, 2023, the Board of Commissioners approved Resolution #23-087 authorizing MPHI. to provide administrative support and operate the Lansing/Ingham Peacemaker Fellowship® for Year 2. During Year 2, MPHI demonstrated: 1. strong leadership and understanding of the implementation and management requirements of the Advance Peace (AP) Lansing Peacemaker Fellowship, 2. a commitment to maintaining strategy fidelity in its hiring, training, and staff deployment, and 3. an ability to identify, secure, and manage large multi-year funding amounts to support the AP Lansing strategy. MPHI also created a broad communication and advocacy campaign to support the AP Lansing strategy and partnership for expanded ecosystem building.

MPHI will use funds under this agreement to serve as the AP Lansing Local Operator which includes staffing the project and providing administrative support and opportunities for leadership and organizational development, coaching, technical support, and training to build long-term local capacity for program succession. This contract may be eligible for renewal in future years based on previous performance.”

### **ALTERNATIVES**

AP National is unaware of other community-based local organizations within Lansing with the required bandwidth to implement, manage, and secure the resources required by the AP Lansing strategy to be sustained over multiple years.

### **FINANCIAL IMPACT**

The funds for this agreement are included within the secured third year of the Advance Peace Lansing budget and will not exceed \$513,339.

### **STRATEGIC PLANNING IMPACT**

This resolution supports the commitment of the Ingham County Board of Commissioners to continue work that targets violent offenders, high-level drug dealers, gang activity, and gun violence (Goal A, Strategy 1 of the 2018-2022 Update to the Strategic Plan and Action Plan.)

**OTHER CONSIDERATIONS.**

There are no other considerations.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to enter into an agreement for the Year 3 contract with MPHI for administrative support to operate the Lansing/Ingham Peacemaker Fellowship® in an amount not to exceed \$513,339, effective March 1, 2023, through February 28, 2025.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH MICHIGAN PUBLIC HEALTH INSTITUTE FOR ADMINISTRATIVE SUPPORT TO OPERATE YEAR THREE OF THE LANSING/INGHAM PEACEMAKER FELLOWSHIP ®**

WHEREAS, the Ingham County Health Department wishes to enter into an agreement with Michigan Public Health Institute (MPHI) for Administrative Support to Operate the Lansing/Ingham Peacemaker Fellowship® Year 3 in an amount not to exceed \$513,339, effective March 1, 2024 through February 28, 2025; and

WHEREAS, the program helps build and sustain local community capacity to interrupt gun violence, saving lives and reducing the life-altering trauma experienced by people living in the impacted communities and by the service providers who support them; and

WHEREAS, on February 28, 2023, the Board of Commissioners approved Resolution #23-087 authorizing MPHI to provide administrative support and operate the Lansing/Ingham Peacemaker Fellowship® for Year 2; and

WHEREAS, during Year 2 MPHI demonstrated: 1. strong leadership and understanding of the implementation and management requirements of the Advance Peace (AP) Lansing Peacemaker Fellowship, 2. a commitment to maintaining strategy fidelity in its hiring, training, and staff deployment, and 3. an ability to identify, secure, and manage large multi-year funding amounts to support the AP Lansing strategy; and

WHEREAS, MPHI has created a broad communications and advocacy campaign to support the AP Lansing strategy and partnership for expanded ecosystem building; and

WHEREAS, funds under this agreement will be used by MPHI to serve as the AP Lansing Local Operator which includes staffing the project and providing administrative support in addition to providing opportunities for leadership and organizational development, coaching, technical support, and training to build long-term local capacity for program succession; and

WHEREAS, AP National is unaware of any other community-based local organizations within Lansing with the required bandwidth to implement, manage, and secure requisite resources required by the AP Lansing strategy to be sustained over multiple years; and

WHEREAS, the funds for this agreement are included within the secured Year 3 of the Advance Peace Lansing budget and will not exceed \$513,339; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize entering into an agreement with MPHI for administrative support to operate the Lansing/Ingham Peacemaker Fellowship® in an amount not to exceed \$513,339, effective March 1, 2023 through February 28, 2025.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with MPHI for administrative support to operate the Lansing/Ingham Peacemaker Fellowship® in an amount not to exceed \$513,339, effective March 1, 2023 through February 28, 2025.

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

## Agenda Item 8d

**TO:** Board of Commissioners Human Services and Finance Committees  
**FROM:** Adenike Shoyinka, MD, MPH, Medical Health Officer  
**DATE:** December 27, 2023  
**SUBJECT:** Authorization to Amend Resolution #23-586 Authorizing an Agreement with MSU Health Care, Inc for Pediatric Physician Services

For the meeting agendas of January 17, and January 22, 2024

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### **BACKGROUND**

Ingham County Health Department's (ICHD's) Community Health Centers (CHCs) wish to amend Resolution #23-586 to include a 3.0% rate increase in the second, optional year of the agreement. Resolution #23-586 authorized an agreement with MSU Health Care, Inc for Pediatric Physician Services for an annual amount not to exceed \$1,300,000, with an option to renew for one year. With the 3.0% increase, the total annual amount of the second, optional year will not exceed \$1,300,000. The current agreement is set to expire on December 31, 2023.

### **ALTERNATIVES**

If the agreement is not renewed, Ingham County children and adolescents would lose access to affordable, accessible healthcare services.

### **FINANCIAL IMPACT**

The financial impact of this amendment is \$35,041.05, assuming the option to renew is exercised, and will be covered by billable services.

### **STRATEGIC PLANNING IMPACT**

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

### **OTHER CONSIDERATIONS**

There are no other considerations.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize amending Resolution #23-586 to include a 3.0% rate increase in the second, optional year of the agreement, effective January 1, 2024 through December 31, 2024 in an amount not to exceed \$35,041.05.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AMEND RESOLUTION #23-586 AUTHORIZING AN AGREEMENT WITH MSU HEALTH CARE, INC FOR PEDIATRIC PHYSICIAN SERVICES**

WHEREAS, Ingham County Health Department's (ICHHD's) Community Health Centers (CHCs) wish to amend Resolution #23-586 to include a 3.0% rate increase in the second, optional year of the agreement; and

WHEREAS, Resolution #23-586 authorized an agreement with MSU Health Care, Inc for Pediatric Physician Services for an annual amount not to exceed \$1,300,000, with an option to renew for one year; and

WHEREAS, with the 3.0% rate increase, the total annual amount of the second, optional year will not exceed \$1,300,000; and

WHEREAS, the current agreement is set to expire on December 31, 2023; and

WHEREAS, the financial impact of this amendment is \$35,041.05, assuming the option to renew is exercised, and will be covered by billable services; and

WHEREAS, the Ingham Community Health Centers Board of Directors and the Medical Health Officer recommend that the Ingham County Board of Commissioners authorize amending Resolution #23-586 effective January 1, 2024 through December 31, 2024 in an amount not to exceed \$35,041.05.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes amending Resolution #23-586 effective January 1, 2024 through December 31, 2024 in an amount not to exceed \$35,041.05.

BE IT FURTHER RESOLVED, that the agreement shall be effective January 1, 2024 through December 31, 2024, with an option to renew for one year.

BE IT FURTHER RESOLVED, that with the 3.0% rate increase, the total annual amount of the second, optional year will not exceed \$1,300,000.

BE IT FURTHER RESOLVED, that if the option to renew is exercised, the cost of this amendment will not exceed \$35,041.05 and will be covered by billable services.

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

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



## Agenda Item 8e

**TO:** Board of Commissioner’s Human Services, County Services and Finance Committees  
**FROM:** Adenike Shoyinka, MD, MPH, Medical Health Officer  
**DATE:** January 3, 2024  
**SUBJECT:** Authorization for the Creation of a Community Health Worker – Pathways to Housing Position  
For the Meeting Agendas of January 16, January 17, and January 22, 2024

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### **BACKGROUND**

Ingham County Health Department (ICHHD) wishes to create a grant-funded and grant-limited housing-focused full-time Community Health Worker (CHW) position, a United Auto Workers (UAW) - Grade E (2024 Salary Range \$40,195.44 to \$47,911.34), to support clients with housing needs effective January 24, 2024 through September 30, 2024. Funding for the *Community Health Worker – Pathways to Housing* position has been approved through a Good Housing=Good Health grant from the Michigan Department of Health and Human Services (MDHHS) for the 2023-24 program year in an amount up to \$66,852 accepted through Resolution #23-339. Housing is a social determinant of health and a need that many clients struggle to meet and navigate. Housing is one of four priority areas in the region’s Community Health Improvement Plan.

### **ALTERNATIVES**

An alternative use for the funding has not been identified.

### **FINANCIAL IMPACT**

The entirety of salary and fringes will be covered by the grant through September 30, 2024 and was previously approved through Resolution #23-339.

### **STRATEGIC PLANNING IMPACT**

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

### **OTHER CONSIDERATIONS**

There are no other considerations.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorizes creating a full-time *Community Health Worker – Pathways to Housing* position effective January 24, 2024 through September 30, 2024 in an amount not to exceed \$66,852.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE CREATION OF A COMMUNITY HEALTH WORKER -  
PATHWAYS TO HOUSING POSITION**

WHEREAS, Ingham County Health Department (ICHD) wishes to create a grant-funded and grant-limited full-time *Community Health Worker (CHW) – Pathways to Housing* position, a United Auto Workers (UAW) - Grade E (2024 Salary Range \$40,195.44 to \$47,911.34) to support clients with housing needs effective January 24, 2024 through September 30, 2024; and

WHEREAS, funding for the *Community Health Worker – Pathways to Housing* position has been approved through a Good Housing=Good Health grant from the Michigan Department of Health and Human Services (MDHHS) for the 2023-24 program year in an amount up to \$66,852, accepted through Resolution #23-339; and

WHEREAS, housing is a social determinant of health and a need that many clients struggle to meet and navigate, and housing is one of four priority areas in the region’s Community Health Improvement Plan; and

WHEREAS, the entirety of salary and fringes will be covered by the grant through September 30, 2024 and was previously approved through Resolution #23-339; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize creating a *Community Health Worker – Pathways to Housing* full-time position a United Auto Workers (UAW) - Grade E (2024 Salary Range \$40,195.44 to \$47,911.34), effective January 24, 2024 through September 30, 2024.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes creating a *Community Health Worker – Pathways to Housing* full-time position, a United Auto Workers (UAW) - Grade E (2024 Salary Range \$40,195.44 to \$47,911.34) effective January 24, 2024 through September 30, 2024.

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

**TO:** Board of Commissioner’s Human Service and Finance Committees  
**FROM:** Adenike Shoyinka, MD, MPH, Medical Health Officer  
**DATE:** January 3, 2024  
**SUBJECT:** Resolution to Enter into Subcontracts Awarding 13 Mini-grants to Address COVID-19 Related Inequities and Risk Factors among Black, Indigenous and People of Color (BIPOC)  
For the meeting agendas of January 17 and January 22, 2024

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**BACKGROUND**

Ingham County Health Department (ICHHD) wishes to enter into subcontracts to award 13 mini-grants to community partners in an amount not to exceed \$163,104.01, effective December 01, 2023 through May 31, 2024 through the Regional Health Equity Council. Mini-grants will be used to address COVID-19-related inequities and risk factors among Black, Indigenous and People of Color (BIPOC). Mini grantees were selected from a pool of applicants by the Regional Health Equity Council. Mini-grants are funded by a grant from the Michigan Public Health Institute (MPHI) and the Michigan Department of Health and Human Services (MDHHS) accepted in Resolution #23-510. Mini-grantees and subcontract amounts are:

1. Ingham Health Plan Corporation -\$4,972.50
2. North Star Birthing Services, LLC - \$14,400
3. YMCA of Metropolitan Lansing - \$6,000
4. East Side Community Action Center - \$7,500
5. Union Missionary Baptist Church - \$13,000
6. Lansing Latino Health Alliance - \$13,400
7. L-Town Jubilee - \$13,000
8. Jane Kramer ((individual) for Sugar Smart Coalition) - \$16,000
9. LMTS Community Outreach Center - \$15,000
10. Lansing Community Development Incorporation - \$16,000
11. Northwest Lansing Healthy Communities Initiative d/b/a Northwest Initiative - \$14,531.51
12. Punks with Lunch Lansing - \$14,500,
13. The Firecracker Foundation - \$14,800.

**ALTERNATIVES**

The alternative to entering into subcontracts is to return the funds to MPHI/MDHHS.

**FINANCIAL IMPACT**

The funding for these subcontracts will come from the grant funds approved through Resolution #23-510 with MPHI and MDHHS and will not exceed \$163,104.01. Upon acceptance of the resolution and full execution of the sub-contracts, 80% of the award will be available. The remaining 20% will be available once ICHD’s contract with MPHI/MDHHS for the final installment (20% or \$70,000) is fully executed.

**STRATEGIC PLANNING IMPACT**

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

**OTHER CONSIDERATIONS**

There are no other considerations.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to enter into subcontracts to award 13 mini-grants to community partners, regranting funds from MPHI and MDHHS in an amount not to exceed \$163,104.01, effective December 1, 2023 through May 31, 2024.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE SUBCONTRACTS AWARDING 13 MINI-GRANTS TO ADDRESS COVID-19 RELATED INEQUITIES AND RISK FACTORS AMONG BLACK, INDIGENOUS AND PEOPLE OF COLOR**

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into subcontracts to award 13 mini-grants to community partners in an amount not to exceed \$163,104.01, effective December 1, 2023 through May 31, 2024 through the Regional Health Equity Council; and

WHEREAS, the mini-grants will be used to address COVID-19-related inequities and risk factors among Black, Indigenous, and People of Color (BIPOC); and

WHEREAS, these mini grantees were selected from a pool of applicants by the Regional Health Equity Council; and

WHEREAS, the mini-grants are funded by a grant from the Michigan Public Health Institute (MPHI) and the Michigan Department of Health and Human Services (MDHHS) accepted through Resolution #23-510; and

WHEREAS, mini-grantees and subcontract amounts are:

Ingham Health Plan Corporation -\$4,972.50  
North Star Birthing Services, LLC - \$14,400  
YMCA of Metropolitan Lansing - \$6,000  
East Side Community Action Center - \$7,500  
Union Missionary Baptist Church - \$13,000  
Lansing Latino Health Alliance - \$13,400  
L-Town Jubilee - \$13,000  
Jane Kramer ((individual) for Sugar Smart Coalition) - \$16,000  
LMTS Community Outreach Center - \$15,000  
Lansing Community Development Incorporation - \$16,000  
Northwest Lansing Healthy Communities Initiative d/b/a Northwest Initiative - \$14,531.51  
Punks with Lunch Lansing - \$14,500,  
The Firecracker Foundation - \$14,800; and

WHEREAS, upon acceptance of the resolution and full execution of the sub-contracts, 80% of the award will be available with the remaining 20% available once ICHD's contract with MPHI/MDHHS for the final installment (20% or \$70,000) is fully executed; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize entering into subcontracts with MPHI and MDHHS in an amount not to exceed \$163,104.01, effective December 1, 2023 through May 31, 2024.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into subcontracts to award 13 mini-grants to community partners regrating funds from the MPHI and MDHHS in an amount not to exceed \$163,104.01, effective December 1, 2023 through May 31, 2024.

BE IT FURTHER RESOLVED, that mini-grantees and subcontract amounts are:

Ingham Health Plan Corporation -\$4,972.50  
North Star Birthing Services, LLC - \$14,400  
YMCA of Metropolitan Lansing - \$6,000  
East Side Community Action Center - \$7,500  
Union Missionary Baptist Church - \$13,000  
Lansing Latino Health Alliance - \$13,400  
L-Town Jubilee - \$13,000  
Jane Kramer ((individual) for Sugar Smart Coalition) - \$16,000  
LMTS Community Outreach Center - \$15,000  
Lansing Community Development Incorporation - \$16,000  
Northwest Lansing Healthy Communities Initiative d/b/a Northwest Initiative - \$14,531.51  
Punks with Lunch Lansing - \$14,500,  
The Firecracker Foundation - \$14,800.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract agreement upon approval as to form by the County Attorney.

**TO:** Board of Commissioner’s Human Service and Finance Committees  
**FROM:** Adenike Shoyinka, MD, MPH, Medical Health Officer  
**DATE:** January 3, 2024  
**SUBJECT:** Authorization to Enter into a COVID-19 Regional Health Equity Council Backbone Organization Grant Sub-agreements with Capital Area Health Alliance and TCB Consulting, LLC  
For the meeting agendas of January 17, 2024 and January 22, 2024

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**BACKGROUND**

Ingham County Health Department (ICHD) wishes to subcontract \$150,600 which was awarded through the COVID-19 Regional Health Equity Council Backbone Organization Grant from the Michigan Public Health Institute (MPHI) and the Michigan Department of Health and Human Services (MDHHS) effective October 1, 2023 through May 31, 2024. This initiative was approved through Resolution #23-510. The funding will be used to support a Regional Health Equity Council which will address health inequities and social determinants of health in Ingham County.

**ALTERNATIVES**

ICHD could support the HEC independently, however, these partnerships/subcontracts were vital components of the grant application and the previous program year. Sub-agreements were discussed with MPHI and MDHHS prior to the award.

**FINANCIAL IMPACT**

Sub-agreements will be fully paid from grant funds awarded by MPHI/MDHHS and will be allocated in the following amounts:

- Capital Area Health Alliance (CAHA), in an amount not to exceed \$143,900 to support Council member stipends and regular weekly work from CAHA, a grant co-applicant; and
- TCB Consulting, LLC, in an amount not to exceed \$6,700 to provide training and support group facilitation.

Upon acceptance of the resolution and full execution of the sub-agreements, 80% of the award will be available. The remaining 20% will be available once ICHD’s contract with MPHI/MDHHS for the final installment (20% or \$70,000) is fully executed.

**STRATEGIC PLANNING IMPACT**

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

**OTHER CONSIDERATIONS**

There are no other considerations.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to authorize entering into subcontracts with CAHA, in an amount not to exceed \$143,900, and TCB Consulting, LLC, in an amount not to exceed \$6,700, for the COVID-19 Regional Health Equity Council Backbone Organization Grant from MPHI and MDHHS, effective October 1, 2023 through May 31, 2024.



Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE COVID-19 REGIONAL HEALTH EQUITY COUNCIL  
BACKBONE ORGANIZATION GRANT SUBAGREEMENTS WITH THE CAPITAL AREA  
HEALTH ALLIANCE AND TCB CONSULTING, LLC**

WHEREAS, Ingham County Health Department (ICHD) wishes to subcontract \$150,600 which was awarded through the COVID-19 Regional Health Equity Council Backbone Organization Grant from the Michigan Public Health Institute (MPHI) and the Michigan Department of Health and Human Services (MDHHS) effective October 1, 2023 through May 31, 2024; and

WHEREAS, this initiative was approved through Resolution #23-510; and

WHEREAS, the funding will be used to support continuation of a Regional Health Equity Council which will address health inequities and social determinants of health in Ingham County; and

WHEREAS, ICHD wishes to enter into sub-agreements with the following partners in the following amounts to support this initiative:

Capital Area Health Alliance (CAHA), in an amount not to exceed \$143,900 to support Council member stipends and regular weekly work from CAHA, a grant co-applicant; and  
TCB Consulting, LLC, in an amount not to exceed \$6,700, to provide training and support group facilitation;  
and

WHEREAS, these partnerships were vital components of the grant application and discussed with MPHI and MDHHS prior to issuance of the award; and

WHEREAS, upon acceptance of the resolution and full execution of the sub-agreements, 80% of the award will be available, and the remaining 20% will be available once ICHD's contract with MPHI/MDHHS for the final installment (20% or \$70,000) is fully executed; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize entering into agreements with CAHA, in an amount not to exceed \$143,900, and with TCB Consulting, LLC, in an amount not to exceed \$6,700, effective October 1, 2023 through May 31, 2024.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into agreements with CAHA, in an amount not to exceed \$143,900, and with TCB Consulting, LLC, in an amount not to exceed \$6,700 effective October 1, 2023 through May 31, 2024.

BE IT FURTHER RESOLVED, that the funding will be used to support continuation of a Regional Health Equity Council which will address health inequities and social determinants of health in Ingham County.

BE IT FURTHER RESOLVED, that upon acceptance of the resolution and full execution of the sub-agreements, 80% of the award will be available, and the remaining 20% will be available once ICHD's contract with MPH/MDHHS for the final installment (20% or \$70,000) is fully executed.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract agreement upon approval as to form by the County Attorney.

## Agenda Item 8h

**TO:** Board of Commissioners Human Services & Finance Committees  
**FROM:** Adenike Shoyinka, MD, MPH, Medical Health Officer  
**DATE:** September 26, 2022  
**SUBJECT:** Authorization to Enter Into Agreements with Southeastern Michigan Health Association to act as Medicaid Outreach Partner  
For the Meeting Agendas of January 17, and January 22, 2024

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### **BACKGROUND**

Ingham County Health Department (ICHD) wishes to enter into an agreement with Southeastern Michigan Health Association (SEMHA) to act as a Medicaid Outreach Match Partner effective October 1, 2023 through September 30, 2024, in an amount not to exceed \$1,246,418. ICHD has partnered with WCHAP (Now under SEMHA) since 2014, acting as a Medicaid Match Partner whereby SEMHA offers a pediatric medical home implementation program. SEMHA coordinates an integrated system of early childhood support services that is voluntary, accessible, and culturally competent for families with children who are on Medicaid or are Medicaid eligible. SEMHA provides this service through a variety of avenues including telephone consultation, education, transportation, home visits, interpretation services, and asthma case management services. SEMHA's sustainability is dependent upon receiving Medicaid Outreach Match funds. As the Medicaid Outreach Match Partner for SEMHA.

ICHD will:

1. Receive funds from SEMHA in the amount of \$608,209 for Medicaid eligible expenses.
2. Receive funds from SEMHA in the amount of \$30,000 for administrative support.
3. Set up a system to provide quarterly reimbursements.
4. Process Medicaid Outreach documentation required to draw Medicaid Outreach Match Funds
5. Perform on site monitoring of SEMHA.
6. Forward any required reports as provided by SEMHA.

SEMHA will:

1. Provide quarterly financial reports of all expenses.
2. Provide quarterly reports for Medicaid Outreach.
3. Keep ICHD up to date on any changes in funding.

### **ALTERNATIVES**

ICHD could choose to not enter into this agreement with SEMHA resulting in a loss of opportunity to offer early childhood support services.

### **FINANCIAL IMPACT**

ICHD will receive \$30,000 in administrative support funds from SEMHA.

### **STRATEGIC IMPACT**

Goal A. Service to Residents: Provide easy access to quality, innovative, cost-effective services that promote well-being and quality of life for the residents of Ingham County. Strategy 1. Strive to make facilities and services user-friendly b. Expand Medicaid enrollment activities throughout Ingham County .e. Expand access to health care for County residents, with an emphasis on the uninsured and the under-insured.

### **OTHER CONSIDERATIONS**

There are no other considerations.

### **RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to authorize acceptance of funds from SEMHA in an amount of \$638,209, whereby ICHD will serve as a fiduciary/payee effective October 1, 2023 through September 30, 2024, and to enter into an agreement with SEMHA in an amount not to exceed \$1,246,418.

Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AGREEMENTS WITH SOUTHEASTERN MICHIGAN HEALTH ASSOCIATION TO ACT AS THE FIDUCIARY/PAYEE FOR AGENCY FUNDING**

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Southeastern Michigan Health Association (SEMHA) to act as a Medicaid Outreach Match Partner effective October 1, 2023 through September 30, 2024 in an amount not to exceed \$1,246,418; and

WHEREAS, ICHD has partnered with Wayne Children’s Healthcare Access Program (WCHAP, now SEMHA) since 2014, acting as a Medicaid Match Partner whereby SEMHA offers a pediatric medical home implementation program; and

WHEREAS, SEMHA coordinates an integrated system of early childhood support services that is voluntary, accessible, and culturally competent for families with children who are on Medicaid or are Medicaid eligible; and

WHEREAS, SEMHA provides this service through a variety of avenues including telephone consultation, education, transportation, home visits, interpretation services, and asthma case management services; and

WHEREAS, SEMHA sustainability is dependent upon receiving Medicaid Outreach Matching funds; and

WHEREAS, as the fiduciary/payee of SEMHA funds, ICHD will:

1. Receive funds from SEMHA up to \$608,209 for Medicaid Eligible expenses.
2. Receive funds from SEMHA in the amount of \$30,000 for administrative support.
3. Set up a system to provide an initial payment to SEMHA and subsequent reimbursements.
4. Process Medicaid Outreach documentation required to draw Medicaid Outreach Matching Funds
5. Perform on-site monitoring of SEMHA.
6. Forward any required reports as provided by SEMHA; and

WHEREAS, SEMHA will:

1. Provide quarterly financial reports of all expenses.
2. Provide quarterly reports for Medicaid Outreach
3. Keep ICHD up to date on any changes in funding; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize accepting funds from SEMHA in an amount not to exceed \$608,209, and whereby ICHD will serve as the fiduciary/payee effective October 1, 2023 through September 30, 2024; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize accepting funds from SEMHA in an amount not to exceed \$30,000, whereby ICHD will provide administrative support effective October 1, 2023 through September 30, 2024; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize the execution of an agreement with SEMHA not to exceed \$1,246,418.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the acceptance of funds from SEMHA in an amount not to exceed \$638,209, whereby ICHD will serve as the fiduciary/payee effective October 1, 2023 through September 30, 2024.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the acceptance of funds from SEMHA in an amount not to exceed \$30,000, whereby ICHD will provide administrative support effective October 1, 2023 through September 30, 2024.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement, with SEMHA for an amount not to exceed \$1,246,418.

BE IT FURTHER RESOLVED, that ICHD has partnered with WCHAP (now SEMHA) since 2014, acting as a Medicaid Match Partner whereby SEMHA offers a pediatric medical home implementation program.

BE IT FURTHER RESOLVED, that SEMHA coordinates an integrated system of early childhood support services that is voluntary, accessible, and culturally competent for families with children who are on Medicaid or are Medicaid eligible.

BE IT FURTHER RESOLVED, that SEMHA provides this service through a variety of avenues including telephone consultation, education, transportation, home visits, interpretation services, and asthma case management services.

BE IT FURTHER RESOLVED, that as the fiduciary/payee of SEMHA funds, ICHD will:

1. Receive funds from SEMHA up to \$608,209 for Medicaid Eligible expenses.
2. Receive funds from SEMHA in the amount of \$30,000 for administrative support.
3. Set up a system to provide an initial payment to SEMHA and subsequent reimbursements.
4. Process Medicaid Outreach documentation required to draw Medicaid Outreach Matching Funds
5. Perform on-site monitoring of SEMHA.
6. Forward any required reports as provided by SEMHA; and

BE IT FURTHER RESOLVED, that SEMHA will:

1. Provide quarterly financial reports of all expenses.
2. Provide quarterly reports for Medicaid Outreach
3. Keep ICHD up to date on any changes in funding.

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

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

**TO:** Board of Commissioner’s Law & Courts, Human Services, County Services, and Finance Committees

**FROM:** Adenike Shoyinka, MD, MPH, Medical Health Officer

**DATE:** January 3, 2024

**SUBJECT:** Authorization to Create an Advance Peace Resource Navigation Program Specialist  
For the Meeting Agendas of January 11, January 16, January 17 and January 22, 2024

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**BACKGROUND**

Ingham County Health Department (ICHHD) wishes to create a full-time Advance Peace Resource Navigation Program Specialist position, a United Auto Workers (UAW) Grade F (2024 salary range of \$42,469.01 to \$50,645.23), for a total cost of \$131,939 effective January 24, 2024 through February 28, 2025. Funding for the Advance Peace Resource Navigation Program Specialist has been approved through the United States (US) Department of Justice (DOJ) for the Fiscal Year 2023-2025 Byrne Justice Assistance (BJA) project approved through Resolution #23-411. The Advance Peace Resource Navigation Program Specialist will assist the Advance Peace Neighborhood Change Agents (NCAs) and support the program’s fellows by connecting them to specific health programs and community resources designed to meet the needs connected to Social Determinants of Health (SDOH). Funding to support the position is available for an amount of \$131,939, and is effective January 24, 2024 through February 28, 2025 with the possibility of continuation.

**ALTERNATIVES**

An alternative use for the funding has not been identified. Choosing not to create this position would leave ICHD without sufficient support to oversee the Advance Peace project.

**FINANCIAL IMPACT**

The entirety of salary and benefits will be covered by the grant through February 28, 2025.

**STRATEGIC PLANNING IMPACT**

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

**OTHER CONSIDERATIONS**

There are no other considerations.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to authorize creating a full-time Advance Peace Resource Navigation Program Specialist, a UAW Grade F (2024 salary range of \$42,469.01 to \$50,645.23), for a total cost of \$131,939 effective January 24, 2024 through February 28, 2025 with the possibility of continuation.

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

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE THE CREATION OF AN ADVANCE PEACE  
RESOURCE NAVIGATION PROGRAM SPECIALIST**

WHEREAS, Ingham County Health Department (IChD) wishes to create a full-time Advance Peace Resource Navigation Program Specialist position, a United Auto Workers (UAW) Grade F (2024 salary range of \$42,469.01 to \$50,645.23), for a total cost of \$131,939 effective January 24, 2024 through February 28, 2025 with the possibility of continuation; and

WHEREAS, funding for the Advance Peace Resource Navigation Program Specialist position has been approved through the United States (US) Department of Justice (DOJ) for the Fiscal Year 2023-2025 Byrne Justice Assistance (BJA) project approved through Resolution #23-411; and

WHEREAS, the entirety of salary and benefits will be covered by the BJA project in an amount totaling \$131,939, effective January 24, 2024 through February 28, 2025 with the possibility of continuation; and

WHEREAS, the Advance Peace Resource Navigation Program Specialist will assist the Neighborhood Change Agents (NCAs) and support the program's fellows by connecting them to specific health programs and community resources designed to meet the needs connected to Social Determinants of Health (SDOH); and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize creating a full-time Advance Peace Resource Navigation Program Specialist, position, a UAW Grade F (2024 salary range of \$42,469.01 to \$50,645.23), for a total cost of \$131,939 effective January 24, 2024 through February 28, 2025 with the possibility of continuation.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes creating a full-time Advance Peace Resource Navigation Program Specialist position, a UAW Grade F (2024 salary range of \$42,469.01 to \$50,645.23), for a total cost of \$131,939 effective January 24, 2024 through February 28, 2025 with the possibility of continuation.

BE IT FURTHER RESOLVED, that funding for the Advance Peace Resource Navigation Program Specialist position has been approved through the US DOJ for the Fiscal Year 2023-2025 BJA project authorized through Resolution #23-411.

BE IT FURTHER RESOLVED, that the entirety of salary and benefits will be covered by the BJA project in an amount totaling \$131,939, effective January 24, 2024 through February 28, 2025 with the possibility of continuation.

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



## Agenda Item 9a

TO: County Services and Finance Committees

FROM: Andrew Dunn, Director of Operations Road Department

DATE: December 22, 2023

SUBJECT: Proposed Resolution Authorizing Purchase Orders for 34CS Slag, CS-T Trap Rock, 34CS Trap Rock, 29A Crushed Limestone, H1 Limestone & Ohio #9 Aggregates.

For the agendas on January 16 and 17

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### **BACKGROUND**

The purpose of this memorandum is to request approval to purchase 34CS Slag, CS-T Trap Rock, 34CS Trap Rock, 29A Crushed Limestone, H1 Limestone, and Ohio #9 aggregates from Yellow Rose Transport and Stoneco of Michigan.

Bids for various stone were solicited and evaluated by the Ingham County Purchasing Department for Invitation for Bid (IFB) #213-23 as shown per the Memorandum of Performance. No bids were received for 29A Crushed Natural Aggregate. Yellow Rose Transport had the lowest bids for 34CS Slag, CS-T Trap Rock, 34CS Trap Rock, and H1 Limestone. Stoneco of Michigan had the lowest bids for 29A Crushed Limestone and Ohio #9 Aggregate. Materials will be purchased on an as-needed, unit-price basis for a one-year period.

### **ALTERNATIVES**

N/A

### **FINANCIAL IMPACT**

The 2024 Road Department budget includes sufficient funds to cover the cost associated with this contract.

### **OTHER CONSIDERATIONS**

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

### **RECOMMENDATION**

I recommend the Committees approve the attached resolution to authorize purchase orders with Yellow Rose Transport for 34CS Slag, CS-T Trap Rock, 34CS Trap Rock, and H1 Limestone and with Stoneco of Michigan for 29A Crushed Limestone and Ohio #9 Aggregate.

**Agenda Item 9a**

TO: Andrew Dunn, Director of Operations, Ingham County Road Department  
FROM: James Hudgins, Director of Purchasing  
DATE: November 14, 2023  
RE: Memorandum of Performance for IFB No. 213-23: 34CS Slag, CS-T Trap Rock, 34CS Trap Rock, 29A Crushed Natural, 29A Crushed Limestone, H1 Limestone & Ohio #9 Aggregates

Per your request, the Purchasing Department sought bids for the purchase of furnishing and delivering 34CS Slag, CS-T Trap Rock, 34CS Trap Rock, 29A Crushed Natural, 29A Crushed Limestone, H1 Limestone & Ohio #9 aggregates to the three (3) garage locations within Ingham County.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	42	4
Vendors responding	2	0

A summary of the vendors' costs is on the following page.

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

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

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

Vendor Name	Local Preference	Delivery Location	Western Garage - Mason	Metro Garage - Lansing	Eastern Garage - Williamston	Western Garage - Mason	Metro Garage - Lansing	Eastern Garage - Williamston	Western Garage - Mason	Metro Garage - Lansing	Eastern Garage - Williamston	Western Garage - Mason	Metro Garage - Lansing	Eastern Garage - Williamston
Yellow Rose Transport	No, Nunica MI	Aggregate Description	34CS Slag			CS-T Trap Rock			34CS Trap Rock			29A Crushed Natural Aggregate		
		Price/Ton	\$51.50	\$51.50	\$51.50	\$64.43	\$64.43	\$64.43	\$55.60	\$55.60	\$55.60	No bid	No bid	No bid
		Aggregate Description	29A Crushed Limestone			H1 Limestone			Ohio #9 Aggregate (Limestone)					
		Price/Ton	\$40.70	\$40.70	\$40.70	\$39.13	\$39.13	\$39.13	\$39.13	\$39.13	\$39.13			
Michigan Paving & Materials /Stoneco of Michigan	No, Middleville MI	Aggregate Description	34CS Slag			CS-T Trap Rock			34CS Trap Rock			29A Crushed Natural Aggregate		
		Price/Ton	No bid	No bid	No bid	No bid	No bid	No bid	No bid	No bid	No bid	No bid	No bid	No bid
		Aggregate Description	29A Crushed Limestone			H1 Limestone			Ohio #9 Aggregate					
		Price/Ton	\$32.00	\$32.00	\$32.00	No bid	No bid	No bid	\$34.50	\$34.50	\$34.50			

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE PURCHASE ORDERS FOR 34CS SLAG, CS-T TRAP ROCK, 34CS TRAP ROCK, 29A CRUSHED LIMESTONE, H1 LIMESTONE, AND OHIO #9 AGGREGATES**

WHEREAS, the Road Department annually purchases approximately 10,000 tons of various aggregates for road maintenance and construction operations; and

WHEREAS, the Purchasing Department recently released Invitation for Bid (IFB) #213-23 and received competitive bid proposals for furnishing and delivering 34CS Slag, CS-T Trap Rock, 34CS Trap Rock, 29A Crushed Limestone, H1 Limestone, and Ohio #9 Aggregates on an as-needed, unit-price basis for a period of one (1) year; and

WHEREAS, bids for the various stone were solicited and evaluated by the Purchasing Department, and it is their recommendation, with the concurrence of Road Department staff, to authorize purchase orders to the lowest qualified bidders for each material; and

WHEREAS, Yellow Rose Transport was the low bidder for 34CS Slag, CS-T Trap Rock, 34CS Trap Rock, and H1 Limestone; and

WHEREAS, Stoneco of Michigan was the lowest bidder for 29A Crushed Limestone and Ohio #9 Aggregate; and

WHEREAS, the Road Department's 2024 budget includes sufficient funds to cover the cost associated with this contract.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners accepts the bids and authorizes entering into a contract with Yellow Rose Transport, Inc located at 3531 Busch Dr SW, Grandville, Michigan 49418 for furnishing 34CS Slag, CS-T Trap Rock, 34CS Trap Rock, and H1 Limestone Aggregates and also authorizes entering into a contract with Stoneco of Michigan located at 3700 Patterson Rd, Middleville, Michigan 49333 for furnishing 29A Crushed Limestone and Ohio #9 Aggregates to the Road Department on an as-needed, unit-price basis for a one-year period, at the rates detailed in the proposal responses to IFB #213-23.

BE IT FURTHER RESOLVED, that the Purchasing Department is hereby authorized to execute purchase orders with Yellow Rose Transport and Stoneco of Michigan to purchase aggregate as needed and budgeted, on behalf of the Road Department.

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

TO: County Services and Finance Committees

FROM: Andrew Dunn, Director of Operations Road Department

DATE: December 22, 2023

SUBJECT: Proposed Resolution Authorizing Purchase Orders for Processed Road Gravels, Various Crushed Aggregates, Class 2 Sand, and Winter Maintenance Sand.

For the agendas on January 16 and 17

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**BACKGROUND**

The purpose of this memorandum is to request approval to purchase processed road gravels, various crushed aggregates, Class 2 Sand, and Winter Maintenance Sand from Sunrise Aggregates, Stoneco of Michigan, and Crandell Bros Trucking.

Bids for various gravel and sand were solicited and evaluated by the Ingham County Purchasing Department for Invitation to Bid (IFB) #214-23 as shown per the Memorandum of Performance. Sunrise Aggregates, Stoneco of Michigan, and Crandell Bros Trucking had the lowest and most complete bids. Materials will be purchased on an as-needed, unit price basis for a period of one-year.

**ALTERNATIVES**

N/A

**FINANCIAL IMPACT**

The ICRD budget includes sufficient funds to cover the cost associated with this contract.

**OTHER CONSIDERATIONS**

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

**RECOMMENDATION**

I recommend that the Committees approve the attached resolution to authorize purchase orders with Sunrise Aggregates, Stoneco of Michigan, and Crandell Bros Trucking.

**Agenda Item 9b**

TO: Andrew Dunn, Director of Operations, Ingham County Road Department  
FROM: James C. Hudgins, Jr., Director of Purchasing  
DATE: November 14, 2023  
RE: Memorandum of Performance for IFB No. 214-23: Processed Road Gravels, Various Crushed Aggregates, Class 2 Sand and Winter Maintenance Sand

The Ingham County Purchasing Department sought bids from experienced and qualified vendors for the purpose of furnishing processed road gravels, various crushed aggregates, class 2 sand, and winter maintenance sand to the three (3) garage locations within Ingham County.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	43	4
Vendors responding	5	2

A summary of the vendors' costs is on the following page.

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

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

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

**SUMMARY OF VENDORS' COSTS**

Vendor Name	Local Preference	Delivery Location	Western Garage - Mason	Metro Garage - Lansing	Eastern Garage - Williamston	Western Garage - Mason	Metro Garage - Lansing	Eastern Garage - Williamston	Western Garage - Mason	Metro Garage - Lansing	Eastern Garage - Williamston	Western Garage - Mason	Metro Garage - Lansing	Eastern Garage - Williamston
Yellow Rose Transport	No, Nunica MI	Aggregate Description	22A Processed Road Gravel			23A Processed Road Gravel			1" x 3" Crushed Limestone			6A Crushed Natural Aggregate		
		Price/Ton	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$42.00	\$42.00	\$42.00	No Bid	No Bid	No Bid
		Aggregate Description	4"-8" Rip Rap Stone (Natural)			Class 2 Sand			Winter Maintenance Sand					
		Price/Ton	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid		
Sunrise Aggregate	Yes, Dansville MI	Aggregate Description	22A Processed Road Gravel			23A Processed Road Gravel			1" x 3" Crushed Limestone			6A Crushed Natural Aggregate		
		Price/Ton	\$15.25	\$16.65	\$15.25	\$14.25	\$15.65	\$14.25	No Bid	No Bid	No Bid	\$32.25	\$33.65	\$32.25
		Aggregate Description	4"-8" Rip Rap Stone (Natural)			Class 2 Sand			Winter Maintenance Sand					
		Price/Ton	\$49.80	\$51.20	\$49.80	\$9.50	\$10.90	\$9.50	\$14.20	\$15.60	\$14.20			
Michigan Paving & Materials /Stoneco	No, Middleville MI	Aggregate Description	22A Processed Road Gravel			23A Processed Road Gravel			1" x 3" Crushed Limestone			6A Crushed Natural Aggregate		
		Price/Ton	\$15.95	\$16.30	\$16.20	\$16.30	\$16.10	\$16.55	\$28.00	\$28.00	\$28.00	No Bid	No Bid	No Bid
		Aggregate Description	4"-8" Rip Rap Stone (Natural) Limestone			Class 2 Sand			Winter Maintenance Sand					
		Price/Ton	\$35.50	\$35.50	\$35.50	\$10.00	\$9.10	\$10.90	\$20.40	\$20.75	\$20.65			
Carrick Trucking	Yes, Mason MI	Aggregate Description	22A Processed Road Gravel			23A Processed Road Gravel			1" x 3" Crushed Limestone			6A Crushed Natural Aggregate		
		Price/Ton	\$14.55	\$14.70	\$14.95	\$14.55	\$14.70	\$14.95	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
		Aggregate Description	4"-8" Rip Rap Stone (Natural)			Class 2 Sand			Winter Maintenance Sand					
		Price/Ton	No Bid	No Bid	No Bid	\$14.55	\$14.70	\$14.95	No Bid	No Bid	No Bid			
Crandell Bros. Trucking	No, Charlotte MI	Aggregate Description	22A Processed Road Gravel			23A Processed Road Gravel			1" x 3" Crushed Limestone			6A Crushed Natural Aggregate		
		Price/Ton	\$16.00	\$16.00	\$18.00	\$16.00	\$16.00	\$18.00	\$33.00	\$33.00	\$33.00	\$38.00	\$38.00	\$38.00
		Aggregate Description	4"-8" Rip Rap Stone (Natural)			Class 2 Sand			Winter Maintenance Sand					
		Price/Ton	\$50.00	\$50.00	\$50.00	\$12.00	\$12.00	\$14.00	\$18.00	\$18.00	\$18.00			

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE PURCHASE ORDERS FOR PROCESSED ROAD GRAVELS, VARIOUS CRUSHED AGGREGATES, CLASS 2 SAND, AND WINTER MAINTENANCE SAND**

WHEREAS, the Road Department annually purchases approximately 10,000 tons of various aggregates for road maintenance and construction operations; and

WHEREAS, the Purchasing Department recently released Invitation to Bid (IFB) #214-23 and received competitive bid proposals for furnishing and delivering processed road gravels, various crushed aggregates, Class 2 Sand, and Winter Maintenance Sand on an as-needed, unit-price basis for a period of one year; and

WHEREAS, bids for processed road gravels, various crushed aggregates, Class 2 Sand, and Winter Maintenance Sand were solicited and evaluated by the Purchasing Department, and it is their recommendation, together with the concurrence of Road Department staff, to award the contract to the three lowest qualified bidders, consisting of Sunrise Aggregates, Stoneco of Michigan, and Crandell Bros Trucking; and

WHEREAS, the Road Department's 2024 budget includes sufficient funds to cover the cost associated with this contract.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners accepts the bids and authorizes entering into a contract with:

Sunrise Aggregates located at 2100 Swan Rd, Dansville, Michigan 48819

Stoneco of Michigan located at 3700 Patterson Rd, Middleville, Michigan 49333

Crandell Bros Trucking located at 800 Island Hwy, Charlotte, Michigan 48813

for furnishing processed road gravels, various crushed aggregates, Class 2 Sand, and Winter Maintenance Sand to the Road Department on an as-needed, unit price basis for a one-year period, at the rates detailed in the proposal responses to IFB #214-23.

BE IT FURTHER RESOLVED, that the Purchasing Department is hereby authorized to execute purchase orders with Sunrise Aggregates, Stoneco of Michigan, and Crandell Bros Trucking to purchase these above-named materials as needed and budgeted, on behalf of the Road Department.

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



**TO:** Board of Commissioners County Services & Finance Committees  
**FROM:** Sue Graham, Human Resources Director  
**DATE:** January 3, 2024  
**SUBJECT:** Resolution to Approve UAW TOPS and ICEA Court Professional Reclassification Requests  
For the meeting agendas of January 16 and January 17

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**BACKGROUND**

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

**ALTERNATIVES**

None.

**FINANCIAL IMPACT**

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

**STRATEGIC PLAN CONSIDERATIONS**

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

**RECOMMENDATION**

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

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE UAW TOPS AND ICEA COURT PROFESSIONAL RECLASSIFICATION REQUESTS**

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

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

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

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

<u>Position No.</u>	<u>Position Title</u>	<u>Action</u>
142047	Account Clerk III FOC	Move from UAW E to UAW G
142049	Account Clerk III FOC	Move from UAW E to UAW G
142063	Account Clerk III FOC	Move from UAW E to UAW G
142055	Cashier FOC	Move from UAW C to UAW D
130073	Court Recorder – Circuit Court	Move from UAW G to UAW J
140053	Court Recorder - Probate/Circuit Court	Move from UAW E to UAW J
140054	Court Recorder - Probate/Circuit Court	Move from UAW E to UAW J
142062	Bench Warrant Clerk	Move from UAW F to UAW G
301199	Records Clerk - Sheriff's Office	Move from UAW D to UAW F
301203	Records Clerk - Sheriff's Office	Move from UAW D to UAW F
301204	Records Clerk - Sheriff's Office	Move from UAW D to UAW F
301205	Records Clerk - Sheriff's Office	Move from UAW D to UAW F
301206	Records Clerk - Sheriff's Office	Move from UAW D to UAW F
301209	Records Clerk - Sheriff's Office (PT)	Move from UAW D to UAW F
301223	Account Clerk to Administrative Coordinator – Sheriff's Office	Move from UAW E to UAW I
601335	Administrative Assistant to Administrative Coordinator – Environmental Health	Move from UAW G to UAW I
137010	Probation Officer	Move from ICEA Ct. 7 to ICEA Ct. 9
137011	Probation Officer	Move from ICEA Ct. 7 to ICEA Ct. 9
137012	Probation Officer	Move from ICEA Ct. 7 to ICEA Ct. 9
137028	Probation Officer	Move from ICEA Ct. 7 to ICEA Ct. 9
137029	Probation Officer	Move from ICEA Ct. 7 to ICEA Ct. 9
137032	Probation Officer	Move from ICEA Ct. 7 to ICEA Ct. 9

<u>Position Title</u>	2024	2024	<u>Difference</u>
	<u>Current Grade, Step 5</u>	<u>Proposed Grade, Step 5</u>	
Acct. Clerk III FOC	UAW E: 47,911.34	UAW G: 53,582.19	5,670.85
Acct. Clerk III FOC	UAW E: 47,911.34	UAW G: 53,582.19	5,670.85
Acct. Clerk III FOC	UAW E: 47,911.34	UAW G: 53,582.19	5,670.85
Cashier FOC	UAW C: 42,142.03	UAW D: 44,939.94	2,797.91
Court Recorder – Cir. Ct.	UAW G: 53,582.19	UAW J: 63,507.71	9,925.52
Ct. Rec. – Probate/Cir. Ct.	UAW E: 47,911.34	UAW J: 63,507.71	15,596.37
Ct. Rec. – Probate/Cir. Ct.	UAW E: 47,911.34	UAW J: 63,507.71	15,596.37
Bench Warrant Clerk	UAW F: 50,645.24	UAW G: 53,582.19	2,936.95
Records Clerk – SO	UAW D: 44,939.94	UAW F: 50,645.24	5,705.30
Records Clerk – SO	UAW D: 44,939.94	UAW F: 50,645.24	5,705.30
Records Clerk – SO	UAW D: 44,939.94	UAW F: 50,645.24	5,705.30
Records Clerk – SO	UAW D: 44,939.94	UAW F: 50,645.24	5,705.30
Records Clerk – SO	UAW D: 44,939.94	UAW F: 50,645.24	5,705.30
Records Clerk – SO (PT)	UAW D: 44,939.94	UAW F: 50,645.24	5,705.30
Admin. Coordinator – SO	UAW E: 47,911.34	UAW I: 60,013.41	12,102.07
Admin. Coordinator – EH	UAW G: 53,582.19	UAW I: 60,013.41	6,431.22
Probation Officer	ICEA 7: 73,038.20	ICEA 9: 87,128.10	14,089.90
Probation Officer	ICEA 7: 73,038.20	ICEA 9: 87,128.10	14,089.90
Probation Officer	ICEA 7: 73,038.20	ICEA 9: 87,128.10	14,089.90
Probation Officer	ICEA 7: 73,038.20	ICEA 9: 87,128.10	14,089.90
Probation Officer	ICEA 7: 73,038.20	ICEA 9: 87,128.10	14,089.90
Probation Officer	ICEA 7: 73,038.20	ICEA 9: 87,128.10	14,089.90
TOTAL:			201,170.16

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

**TO:** Board of Commissioners County Services & Finance Committees  
**FROM:** Sue Graham, Human Resources Director  
**DATE:** December 29, 2023  
**SUBJECT:** Resolution Authorizing the Transfer of the Human Resources Department Budget Line Item for Employee Service Awards to the Diversity, Equity, and Inclusion Office  
For the meeting agendas of January 16 and January 17

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**BACKGROUND**

Prior to the pandemic beginning in 2020, an Employee Service Award luncheon was held each spring by Human Resources Department staff to recognize employees who had reached employment tenure milestones as well as those who retired during the past year. Since that time, the establishment of the Diversity, Equity, and Inclusion Office has provided the opportunity to enhance such employee recognition activities. Beginning in 2024, employee recognition will be included within the agenda of an annual Diversity Luncheon which is facilitated by the Diversity, Equity, and Inclusion Office. Accordingly, authorization is requested to transfer the budget line item for employee service awards (line item 10122600 726020), currently in the amount of \$1,300, from the Human Resources Department budget to the budget for the Diversity, Equity, and Inclusion Office.

**ALTERNATIVES**

The Ingham County Board of Commissioners could decline to authorize the transfer of the budget line item, potentially reducing the available funding for employee recognition during the annual Diversity Luncheon.

**FINANCIAL IMPACT**

There are no funding implications as no additional funding is being requested.

**STRATEGIC PLAN CONSIDERATIONS**

Employee recognition activities facilitate the goal of attracting and retaining employees who value public service.

**OTHER CONSIDERATIONS**

N/A

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution authorizing the transfer of the Human Resources Department budget line item for employee service awards to the Diversity, Equity, and Inclusion Office.

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE THE TRANSFER OF THE HUMAN RESOURCES DEPARTMENT  
BUDGET LINE ITEM FOR EMPLOYEE SERVICE AWARDS TO THE DIVERSITY, EQUITY,  
AND INCLUSION OFFICE**

WHEREAS, prior to the pandemic beginning in 2020, an Employee Service Award luncheon was held each spring by Human Resources Department staff to recognize employees who had reached employment tenure milestones as well as those who retired during the past year; and

WHEREAS, since that time, the establishment of the Diversity, Equity, and Inclusion Office has provided the opportunity to enhance such employee recognition activities; and

WHEREAS, beginning in 2024, employee recognition will be included within the agenda of an annual Diversity Luncheon which is facilitated by the Diversity, Equity, and Inclusion Office; and

WHEREAS, authorization is therefore being requested to transfer the budget line item for employee service awards (line item 10122600 726020), currently in the amount of \$1,300, from the Human Resources Department budget to the budget for the Diversity, Equity, and Inclusion Office.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the transfer of the Human Resources Department budget line item for employee service awards (line item 10122600 726020), currently in the amount of \$1,300, to the budget for the Diversity, Equity, and Inclusion Office.

**Agenda Item 10c**

**TO:** Board of Commissioners County Services & Finance Committees  
**FROM:** Sue Graham, Human Resources Director  
**DATE:** January 3, 2024  
**SUBJECT:** Resolution Approving Reclassification of the UAW TOPS Public Defender's Office Clerk Levels II & III  
For the meeting agendas of January 16 and January 17

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**BACKGROUND**

On May 23, 2023, in resolution #23-235, the Ingham County Board of Commissioners approved the reclassification request for the Public Defender's Office Clerk based upon the incumbents' holding the Clerk I position. The Human Resources Department has subsequently conducted a reclassification review of the (unfilled) Clerk II and Clerk III levels for this position in accordance with reclassification procedures established for UAW Technical, Office, and Para-Professional Unit positions (UAW TOPS). The reclassification results are supported by the UAW TOPS and approval by the Ingham County Board of Commissioners of these reclassification results is being sought at this time.

**ALTERNATIVES**

None.

**FINANCIAL IMPACT**

The financial impact associated with the proposed reclassifications is dependent upon either the incumbent Clerk I's attaining the experience and qualifications for the Clerk II and Clerk III levels or, in the event of a vacancy, the hire of an individual possessing greater than Clerk I experience and qualifications. The general financial impact of the reclassifications is as reflected in the attached resolution.

**STRATEGIC PLAN CONSIDERATIONS**

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

**RECOMMENDATION**

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

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE RECLASSIFICATION OF THE UAW TOPS  
PUBLIC DEFENDER’S OFFICE CLERK LEVELS II & III**

WHEREAS, on May 23, 2023, in resolution #23-235, the Ingham County Board of Commissioners approved the reclassification requests for the Public Defender’s Office Clerks based upon the incumbents’ holding the Clerk I position; and

WHEREAS, the Human Resources Department has subsequently conducted a reclassification review of the (unfilled) Clerk II and Clerk III levels for this position in accordance with the reclassification procedures established for UAW Technical, Office, and Para-Professional Unit positions (UAW TOPS); and

WHEREAS, the reclassification results are supported by the UAW TOPS and approval by the Ingham County Board of Commissioners of these reclassification results is being sought at this time.

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

<u>Position Title</u>	<u>Action</u>
Clerk II – PDO	Move from UAW E to UAW G
Clerk III – PDO	Move from UAW F to UAW H

<u>Position Title</u>	<u>2024</u>	<u>2024</u>	<u>Difference</u>
	<u>Current Grade, Step 5</u>	<u>Proposed Grade, Step 5</u>	
Clerk II – PDO	UAW E: 47,911.34	UAW G: 53,582.19	5,670.85
Clerk III – PDO	UAW F: 50,645.24	UAW H: 56,715.98	6,070.74

TOTAL: 11,741.59

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

## Agenda Item 11a

To: Human Services and Finance Committees

From: Jared Cypher, Deputy Controller

Date: December 28, 2023

Subject: Contract with Big Brothers Big Sisters Michigan Capital Region for the Capital Area Mentoring Partnership Program  
For the meeting agendas of January 17 and January 22

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### **BACKGROUND**

This resolution authorizes a contract with Big Brothers Big Sisters Michigan Capital Region (BBBSMCR) for the Capital Area Mentoring Partnership Program (CAMP). With Support from the County, CAMP will continue to bring in speakers to provide training on a plethora of topics (Child trauma, effective communication within matches, Human Trafficking, Runaway prevention, bullying, the importance of the screening process, etc.) to CAMP members, volunteers, and youth within their programs. CAMP will utilize the funds to bring awareness of the program to the community with the purchase of promotional items as well as utilizing quarterly service projects in the community as a platform. CAMP is not yet its own 501(c)3 and is facilitated by Big Brothers Big Sisters Michigan Capital Region.

### **ALTERNATIVES**

N/A

### **FINANCIAL IMPACT**

The contract will not exceed \$23,750 for the time period of January 1, 2024 through December 31, 2024. Funds for this contract are included in the 2024 budget.

### **OTHER CONSIDERATIONS**

Capital Area Mentoring Partnership (formerly the Community Coalition for Youth) is a collaboration of mentoring organizations and community resources that focuses on mentoring in the tri-county, serving youth from the age of five years to twenty-five. The collaboration is diverse; organizations offer one-to-one mentoring, group mentoring, services to homeless youth, immigrant children, refugee children, children with disabilities, children involved with the Juvenile Justice System and/or African American young men, etc.

### **RECOMMENDATION**

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



Introduced by the Human Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE A CONTRACT WITH BIG BROTHERS BIG SISTERS MICHIGAN CAPITAL REGION TO PROVIDE ADMINISTRATIVE OVERSIGHT AND PROGRAMMING LEADERSHIP TO THE CAPITAL AREA MENTORING PARTNERSHIP PROGRAM**

WHEREAS, the Ingham County/City of Lansing Youth Violence Prevention Coalition since renamed the Community Coalition for Youth (CCY) was established in 1994 by former Mayor David Hollister and former Ingham County Board of Commissioners Chairperson, Jean McDonald, in response to a dramatic increase in youth violence and delinquency in Ingham County during the 1990's; and

WHEREAS, CCY adopted a comprehensive strategy to advance youth mentoring to close educational opportunity and achievement gaps to increase high school graduation and post-secondary completion rates, prevent and reduce violence and delinquency, and provide opportunities for civic engagement, entrepreneurship, and career and professional development to support the next generation of parents and leaders; and

WHEREAS, the structure to further mentoring for Ingham County youth was formed by CCY and is called the Capital Area Mentoring Partnership (CAMP); and

WHEREAS, previously this contract was held by Capital Area United Way (CAUW) and in 2014 was transitioned to Big Brothers Big Sisters Michigan Capital Region; and

WHEREAS, the Ingham County budget includes funding for CAMP in the fiscal year 2024.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes entering into a contract with Big Brothers Big Sisters Michigan Capital Region for the period January 1, 2024 through December 31, 2024 in an amount not to exceed \$23,750 as Ingham County's share of funding to provide administrative oversight and programmatic leadership for the CAMP.

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

**Agenda Item 11b**

**TO:** Board of Commissioners County Services and Finance Committees  
**FROM:** Jared Cypher, Deputy Controller  
**DATE:** December 28, 2023  
**SUBJECT:** Resolution Authorizing an Agreement with the Ingham Conservation District  
For the meeting agendas of January 16 and January 17

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**BACKGROUND**

This resolution authorizes a 2024 agreement with the Ingham Conservation District.

**ALTERNATIVES**

None.

**FINANCIAL IMPACT**

This agreement will be for an amount not to exceed \$10,000. Funds for this agreement are included in the 2024 budget. Funds will be allocated as follows:

Staff Support - \$7,400  
Education and Outreach - \$900  
Vehicle and Property Maintenance - \$800  
Office Support - \$900

**OTHER CONSIDERATIONS**

None.

**RECOMMENDATION**

Based on the information presented, I respectfully recommend approval of the attached resolution to support a 2024 agreement with the Ingham Conservation District.

Introduced by the County Services and Finance Committees of the:

**INGHAM COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH  
THE INGHAM CONSERVATION DISTRICT**

WHEREAS, Conservation Districts were established in response to the “Dust Bowl” to improve farming practices and be protective of the environment; and

WHEREAS, the Ingham Conservation District was established in 1946; and

WHEREAS, the role of Conservation Districts has expanded to be protective of all natural resources including soil, water, wildlife, etc.; and

WHEREAS, Ingham Conservation District made a budget request to provide operational funding in support of education and outreach, conservation oriented events, vehicle and property maintenance and office support; and

WHEREAS, the 2024 Ingham County budget includes \$10,000 for the Ingham Conservation District.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with the Ingham Conservation District to provide operational funding in support of education and outreach, staff support, vehicle and property maintenance, and office support.

BE IT FURTHER RESOLVED, that this agreement shall be for the period of January 1, 2024 through December 31, 2024 in an amount not to exceed \$10,000.

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