

CHAIRPERSON
RYAN SEBOLT

VICE-CHAIRPERSON
CHRIS TRUBAC

VICE-CHAIRPERSON PRO-TEM
RANDY MAIVILLE

FINANCE COMMITTEE
MARK GREBNER, CHAIR
THOMAS MORGAN
TODD TENNIS
RYAN SEBOLT
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, MAY 8, 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 [April 24, 2024 Minutes](#)

Additions to the Agenda

Limited Public Comment

1. Sheriff's Office

- a. Resolution to Allow the Ingham County Sheriff's Office to Purchase [Glock Handguns](#), Sights, and Accessories
- b. Resolution to Allow the Ingham County Sheriff's Office to Purchase [Six Radar Systems](#)

2. 55th District Court

- a. Resolution to Authorize an Agreement with [Averhealth for Substance Use Testing Services](#) for the 55th District Court Mental Health Court and Sobriety Court for Fiscal Year 2024
- b. Resolution to Authorize the [Reorganization](#) of the 55th District Court

3. Homeland Security and Emergency Management – Resolution to Authorize an Equipment Purchase Agreement with TruckVault Inc. for a [Mobile Command Center](#) Equipment Containment System

4. Facilities Department

- a. Resolution to Authorize a Purchase Order to [Seelye Group Ltd.](#), to Replace the Carpet in the Cedar Pediatrics Clinic at the Human Services Building
- b. Resolution to Authorize a Purchase Order to [T.L. Hart Inc.](#), to Paint the Exam Rooms in the Cedar Pediatrics Clinic at the Human Services Building
- c. Resolution to Authorize an Agreement with [McKearney Asphalt & Sealing Inc.](#), to Reconstruct the Parking Lots at the Hilliard Building, and Grady Porter Building/Veterans Memorial Courthouse
- d. Resolution to Authorize an Agreement with [Smart Homes Smart Offices](#) for the Cameras at the Hilliard Building
- e. Resolution to Authorize a Purchase Order to Knight Watch Inc., for [Cameras in the Veteran Affairs Office](#) at the Human Services Building
- f. Resolution to Authorize a Lease Agreement with [Vlahakis Family](#) Limited Partnership for the Public Defender's Office Space

5. 9-1-1 Dispatch Center – Resolution to Authorize the Renewal of a Contract for [Pre Employment Testing Services](#) with Select Advantage for the 9-1-1 Center

6. Health Department
 - a. Resolution to Authorize an Agreement with [Edge Partnerships](#) for a Social Marketing Campaign to Increase All Vaccine Uptake
 - b. Resolution to Authorize an Agreement with [Piper & Gold Public Relations](#) for Phase II of a Harm Reduction Community Education Campaign
 - c. Resolution to Authorize an Agreement with [Michigan Primary Care](#) Association to Participate in the Bridge Program to Receive Reimbursement for COVID-19 Vaccinations Administered in FY 2024
 - d. Resolution to Authorize an Agreement with [SecureVideo](#) for Telehealth Services
 - e. Resolution to Authorize an Agreement with [Dr. Kathleen Fouche-Brazzle](#) for 0.2 FTE Psychiatry Services
 - f. Resolution to Approve Voluntary Funding Agreements for Providing [Solid Waste Disposal](#) Services

7. Treasurer's Office
 - a. Resolution to [Purchase Foreclosed Parcel](#) 33-25-05-14-177-010
 - b. Resolution Amending Resolutions #12-368 and #18-249, Approving the Establishment of and Amending the [Property Assessed Clean Energy Program](#)

8. Road Department - Resolution to Amend the Agreement with [Wheatfield Township](#) for the 2024 Local Road Program

9. Controller's Office – [2025 Update of County Fees](#) for Law & Court Departments (*Discussion*)

10. Board Referral - Letter From David Buick, State Tax Commission Executive Director, Regarding Public Act 12 Of 2024 Amending The [General Property Tax Act](#) To Allow A County To Opt Out Of The Requirement To Appoint A Designated Assessor

Announcements
Public Comment
Adjournment

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

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

FINANCE COMMITTEE

April 24, 2024

Draft Minutes

Members Present: Grebner, Morgan (Arrived at 6:02 p.m.), Sebolt, Polsdofer, Lawrence, Johnson, and Maiville.

Members Absent: Tennis.

Others Present: Treasurer Alan Fox, David Wiener, Melanie Smith, Dale Caltrider, Carla Clos, Michael Townsend, Anika Ried and others.

The meeting was called to order by Chairperson Grebner at 6:01 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 April 3, 2024 Minutes

CHAIRPERSON GREBNER STATED, WITHOUT OBJECTION, THE MINUTES OF THE APRIL 3, 2024 FINANCE COMMITTEE MEETING WERE APPROVED AS WRITTEN. Absent: Commissioners Tennis and Morgan.

Additions to the Agenda

16. 55th District Court – Resolution Honoring Da’Neese Wells
17. Circuit Court – Juvenile Division – Resolution to Authorize Single Placing Agreements with Various Residential Placements
18. Human Resources Department – Resolution to Approve UAW TOPS Unit, Managerial & Confidential Employee, and ICEA County Professional Unit Reclassification Requests
19. Potter Park Zoo – Resolution of Intent to Authorize Publication of Notice of Intent and to Declare Intent to Reimburse
3. Treasurers Report
 - b. Resolution To Authorize Submission of a MSHDA Housing Development Fund Grant Application for Emerging Developer and Apprenticeship/Workforce Development Training

Substitutes

9. Facilities Department
 - e. Resolution to Authorize ~~an Agreement~~ a Purchase Order ~~with to~~ Steve Youdes Clock Repair for the Work to the Clocks in the Clock Tower at the Historical Mason Courthouse
13. Elder Services Millage – Resolution to Submit to the Electorate a Special Millage ~~Renewal~~ Question for Elder Persons
14. Health Services Millage – Resolution to Submit to the Electorate a Special Millage for Continuing Health Services for Low-Income Families and Adults Living in Ingham County

Commissioner Morgan arrived at 6:02 p.m.

Limited Public Comment

Discussion.

David Wiener, Southside Community Coalition Treasurer, stated they just celebrated their 20th anniversary. Wiener further provided an overview of programs that were available at the Southside Community Coalition.

Wiener stated the Southside Community Coalition usually received a Community Agency Grant from Ingham County, but that year it was cut in half. Wiener further stated they were present at the suggestion of Commissioner Johnson to make a proposal for funding and provided an overview of the proposal, which was included in the minutes as Attachment A.

Wiener stated the Southside Community Coalition had to cut back funding and limit the amount of food provided for seniors in 2024 and was hoping to get back to their budget of \$6,500 the following year.

Chairperson Grebner asked if the proposal was presented to the Human Services Committee.

Wiener stated they had a staff member present at the meeting on April 22, 2024 but they did not have an opportunity to present. Wiener stated they had spoken to Commissioner Cahill who encouraged that individual to proceed and that Commissioner Johnson urged Wiener to present to the Finance Committee.

Chairperson Grebner stated it would be a good idea to present to the Human Services Committee because that was where the process would start.

Commissioner Morgan stated they were the only Commissioner present who was also on the Human Services Committee and would be glad to help usher it through.

Discussion.

Melanie Smith, Assistant Prosecuting Attorney (APA), stated they had been to a previous Law and Courts Committee meeting and that the Prosecutor's Office was in a crisis. Smith further stated the Prosecutor's Office was bleeding employees because they could not give the same salary and benefits as other counties.

Smith stated they had lost 27 APA's in the last six years in an office consisting of only 32. Smith further stated they had essentially had full turnover in that time as only four were attributed to retirement, eight went to other local Prosecutor's Offices, three went to the Attorney General's Office, three went to Federal Prosecution, and eight went to other opportunities such as defense or private practice.

Smith stated that the turnover resulted in a large knowledge and experience gap in the office and that 32.5 might seem like a lot of attorneys, but not all County Prosecutor's Offices handled abuse and neglect cases as Ingham County did.

Smith stated that only five of the APA's handled the abuse and neglect cases, two and a half APA's handled the Family Support Unit, there were seven APA's at the District Courts, six in Circuit Court, and two in Appellate Court. Smith further stated that left ten APA's to handle all other high-level and intensive cases.

Smith stated the issue was compounded by the Prosecutor's Office not having enough support staff and that Genesee County had almost a one to one ratio of support staff that helped to file discovery demands, motions and computer aspects of being an Attorney, whereas Ingham County only had 18 support staff for 32.5 people. Smith further stated Kalamazoo County had 25 APA's and ten victim witness staff, while Ingham County only had six.

Smith stated that Eaton County had nine Prosecutors and two criminal investigators, while Ingham County had zero. Smith further stated the office was picking up slack from other areas that also did not have the necessary funding and their workload was higher than ever before.

Smith provided examples of work the Prosecutor's Office performed. Smith further stated they were aware that ultimately, the Finance Committee was where they needed to go to make the Board of Commissioners aware of the crisis and stated that Dale Caltrider, APA, had a unique perspective as they had come from the Public Defender's Office about a year ago and they would speak on their experience.

Chairperson Grebner clarified that Smith stated there were seven District Court Judges.

Smith stated there were technically eight District Court Judges but the Judges at 54B District Court shared an APA, as they had a City Attorney that did a lot of the work.

Commissioner Lawrence asked what other counties did with their neglect and abuse cases.

Smith stated that they were often privately handled, so the Michigan Department of Health and Human Services (MDHHS) would hire an Attorney on a contract basis. Smith further stated that there was not one way they were handled but the only other option was to have private counsel.

Smith stated the Ingham County Prosecutor's Office handled forfeiture matters on behalf of the Ingham County Police Department, which took up a large portion of time and was something other offices did not typically do.

Commissioner Lawrence asked how many Prosecutors had their time taken up by neglect and abuse cases.

Smith stated that there were five full time APA's that handled those cases and they had one clerical staff member and one victim witness staff member.

Commissioner Johnson asked if the level of turnover the Prosecutor's Office was experiencing was unprecedented.

Smith stated confirmation and that they had more employees who were currently pleased with administration but felt they had to leave for financial reasons, whereas any turnover prior to 2022 was for internal reasons. Smith further clarified that there was no animosity among employees with the administration anymore and it was strictly related to money.

Caltrider stated they had previously been on the negotiation team at the Public Defender's Office and they had spoken before the Board of Commissioners several times. Caltrider further stated they brought a unique perspective as they had seen the workload of both the Public Defender's Office and the Prosecutor's Office.

Caltrider stated they could indicate that the Prosecutor's Office had a more significant workload and it was often overlooked that Prosecutors put in many hours before a case was even filed in court. Caltrider further stated many of the responsibilities the Prosecutor's Office performed prior to getting to court were split up among the Prosecutors.

Caltrider stated that once the Prosecutors were in court, they were very proactive while running the court room, processing cases, being fair to all sides, trying cases and bringing in witnesses. Caltrider further stated they had to bring witnesses from Utah to testify and the workload was just a lot more.

Caltrider stated the biggest difference between the Public Defender's Office and the Prosecutor's Office was the support staff, and the Public Defender's Office required different staff due to the nature of their work. Caltrider further stated the workload at the Prosecutor's Office was very high and they were losing many Prosecutors.

Caltrider stated they had been with the Prosecutor's Office for a year and had seen many people leave as they had been poached by other offices at the State and Federal level where there was much higher pay and benefits. Caltrider further stated that the Prosecutor's Office was, in many ways, the last line of defense for the population of Ingham County.

Caltrider stated the police investigated crimes and turned them over to the Prosecutor's Office, but if their office could not do their job adequately, the safety of the community was at risk. Caltrider further stated there may be other offices in the State that had fewer Prosecutors and fewer support staff, but that was like comparing apples to oranges.

Caltrider stated that Ingham County compared in population to Livingston and Kalamazoo Counties who had higher average household incomes and lower crime rates than Ingham County.

Commissioner Lawrence stated that it stood to reason that Prosecutors would always have a higher work load because not everyone qualified for a Public Defender.

Caltrider stated confirmation and the Prosecutor's Office had to take all cases that came to them while the Public Defender's Office had an income level requirement.

Commissioner Lawrence asked if the Public Defender's Office received Grant Funding that the Prosecutor's Office did not have access to.

Michael Townsend, Budget Director, stated confirmation.

Caltrider stated they believed the Public Defender's Office received a part of their budget from the State.

Chairperson Grebner stated it was set up by the State about four years ago.

Commissioner Lawrence asked what percent of the Public Defender's budget came from non-County sources.

Townsend stated it was 85% as local funding between Ingham County and the City of Lansing provided 15%.

Chairperson Grebner stated that, until five years ago, there was a terrible system for public defense which had to be fixed State-wide and a questionnaire was sent out to all counties, cities, and townships that asked how much was being put into public defense. Chairperson Grebner further stated that the State then provided grants to close the difference between what was being spent and what ought to be spent.

Caltrider stated there were quite a few people at the Public Defender's Office, and did not want to disparage them or the work they did. Caltrider further stated the Public Defender's Office did a good job, but the Prosecutor's had to take every case, even if they did not have the budget to do so.

Alan Fox, Treasurer, clarified that in Agenda Item No. 3b, the Housing Trust Fund Grant Request, it was noted that the Treasurer's Office was asked by the Michigan State Housing Development Authority (MSHDA) to make a Grant Application, which was started, and they had already received notice that they would receive the Grant. Treasurer Fox further stated they would appreciate the signature of the Board of Commissioners Chairperson on the resolution, since MSHDA had already agreed to provide the money.

Discussion.

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

1. Sheriff's Office – Resolution to Authorize the Purchase of a 2024 Ford Explorer for the Ingham County Sheriff's Office
2. Probate Court – Resolution to Authorize Upgrade to Courtroom Audio Processor and Other Courtroom Technology in the Probate Court
3. Treasurers Report
 - b. Resolution To Authorize Submission of a MSHDA Housing Development Fund Grant Application for Emerging Developer and Apprenticeship/Workforce Development Training
5. Community Corrections Advisory Board – Resolution to Authorize the Submission of a Grant Application and to Contract with the Michigan Department of Corrections for Ingham County/City of Lansing Community Corrections and Program Subcontracts for FY 2024-2025
6. Homeland Security and Emergency Management
 - a. Resolution to Request the Governor to Authorize a Grant from the State Disaster Contingency Funds for the August 2023 Storms
 - b. Resolution to Authorize a One-Year Agreement with Perimeter Inc.
7. Innovation & Technology Department – Resolution to Approve the Renewal of Court Recording Software from For The Record
8. Purchasing Department
 - a. Resolution to Authorize Amendment #2 to the Agreement with Michigan Fair Contracting Center for Prevailing Wage Compliance Monitoring
 - b. Resolution to Approve the Disposal of County-Owned Surplus
9. Facilities Department
 - a. Resolution to Authorize a Two-Year Agreement Extension with Granger Waste Services Inc., for Waste Management at Several County Facilities
 - b. Resolution to Authorize an Agreement with Laux Construction to Convert a Storage Room to a Hearing Room for the Friend of the Court at the Grady Porter Building
 - c. Resolution to Authorize a Purchase Order to Knight Watch Inc. for Swipe Card Access to the Pre-Trial Services Space Addition at the Grady Porter Building
 - d. Resolution to Authorize a Purchase Order to EC America Inc., for the Project Management Software
 - e. Resolution to Authorize a Purchase Order to Steve Youdes Clock Repair for the Work to the Clocks in the Clock Tower at the Historical Mason Courthouse

- f. Resolution to Authorize an Agreement with Knight Watch Inc. for the Security Cameras at the Ingham County Youth Center
 - g. Resolution to Authorize an Agreement with Fishbeck for Consulting Services to Conduct a Feasibility Study for the Ingham County Youth Center
10. Road Department
- a. Resolution to Authorize a Purchase Order for Roof Replacement at the Road Department Sign Shop
 - b. Resolution to Authorize Agreements with the City of East Lansing and Village of Webberville for the 2024 Pavement Marking Program
 - c. Resolution to Authorize Agreements with Leslie and Vevay Townships for the 2024 Local Road Program
 - d. Resolution to Authorize Engineering Consultant Services Agreements for As-Needed Construction Inspection and Supervision Services for the 2024-2025 Construction Seasons
11. Fairgrounds
- a. Resolution to Authorize a Contract with M Gustafson, LLC for Excavation at the Ingham County Fairgrounds
 - b. Resolution to Authorize an Agreement with Reith-Riley Construction Company, Inc. for Asphalt Replacement at the Ingham County Fairgrounds
12. Health Department
- a. Resolution to Authorize an Amendment to the Collaborative Agreement with the United Way of South Central Michigan
 - b. Resolution to Authorize an Agreement with Davenport University for Excel Trainings
 - c. Resolution to Authorize an Agreement with the Corporation for National and Community Services for FY24-25 AmeriCorps Vista Grant Funding
 - d. Resolution to Authorize the Purchase of a Wheelchair Accessible Chrysler Voyager Van with Hoekstra Transportation
 - e. Resolution to Authorize an Agreement with MSU Institute for Health Policy
 - f. Resolution to Authorize an Agreement with the New Citizens Press Community Action Network for the Region 7 Perinatal Quality Collaborative
 - g. Resolution to Authorize an Agreement with UnoDeuce Multimedia for the Region 7 Perinatal Quality Collaborative
 - h. Resolution to Authorize Amendment #2 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 Master Agreement
 - i. Resolution to Accept the Michigan Department of Health and Human Services’ FY 2025 Child and Adolescent Health Center Construction Funds to Finance the Construction of Ingham County Health Department’s East Lansing Community Health Center
15. Controller’s Office
- a. Resolution to Authorize an Extension to the Intergovernmental Contract with Mid-State Health Network
 - b. Resolution to Approve Additional Funding Authorization for the Ingham County Justice Complex
16. 55th District Court – Resolution Honoring Da’Neese Wells

17. Circuit Court – Juvenile Division – Resolution to Authorize Single Placing Agreements with Various Residential Placements
18. Human Resources Department – Resolution to Approve UAW TOPS Unit, Managerial & Confidential Employee, and ICEA County Professional Unit Reclassification Requests
19. Potter Park Zoo – Resolution of Intent to Authorize Publication of Notice of Intent and to Declare Intent to Reimburse

Commissioner Sebolt disclosed that the Michigan Laborers Union in Agenda Item No. 3b, and the UAW TOPS in Agenda Item No. 18, were affiliated with their employer, The American Federation of Labor and Congress of Industrial Organizations (AFL-CIO).

Discussion.

THE MOTION CARRIED UNANIMOUSLY. Absent: Commissioner Tennis

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

3. Treasurer
 - a. 1st Quarter Financial Report

Treasurer Fox stated the significant thing in the 1st Quarter Financial Report was that, within last quarter, they had hit another bank kerfuffle that involved the parent bank of Flagstar Bank. Treasurer Fox further stated that Flagstar Bank was a Detroit bank that belonged to a larger holding company which had run into some issues, but Flagstar Bank was probably the strongest part of that bank holding company.

Treasurer Fox stated that Ingham County had Certificate of Deposit (CD) investments at Flagstar Bank for some time and they had been instrumental in solving the problem of the Eden Glen Condominium Complex, which the Ingham County Treasurer was required to foreclose many years ago. Treasurer Fox further stated that the remaining four units owned by the County were financed by Flagstar Bank.

Treasurer Fox stated the difficulties that came out of the parent bank was uncertainty over banks that had commercial real estate investments and it was difficult to figure out who did and who did not. Treasurer Fox further stated the solution was that the Treasurer's Office consulted with several experts on what to phase out of the larger CDs and move to Certificate of Deposit Account Registry Service (CDARS), where a large amount of money was placed with a bank and it got divided up into smaller pieces at banks scattered around the country.

Chairperson Grebner stated they were probably \$250,000 each.

Treasurer Fox stated that \$250,000 was the insured maximum and they received interest as they went. Treasurer Fox further stated \$240,000 was the typical amount.

Discussion.

Treasurer Fox stated it was something they had not done and that CDs were still on Flagstar Banks' books, so they were still investing through a Michigan firm, but the CDs that Flagstar Bank was placing were scattered around the country. Treasurer Fox further stated they had gained 100% safety in case of bank failures and certainly a slight reduction in interest earnings.

Treasurer Fox stated that given uncertainties, experts were telling them it seemed like a prudent thing to do, regarding banks and their levels of commercial real estate investments. Treasurer Fox further stated that small banks thought investing in downtown office towers was a sure thing, but was no longer the sure thing it was a year ago.

Chairperson Grebner stated on the other hand they were sure the County had not lost a penny on their investments, but it was likely better to not risk it.

Treasurer Fox stated their agreement and stated there was always a slight chance things could go bad quickly at many banks and not everything got covered, so it was small risk, but not zero, and they should not tempt it. Treasurer Fox further stated their investments were still earning quite well and interest rates were quite high.

Treasurer Fox stated one firm the Treasurer's Office consulted with about the Flagstar Bank situation was a firm that the Board of Commissioners had already passed a resolution on, allowing them to have a contract to receive further guidance in order to avoid risks and maximize returns.

Discussion.

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

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

Commissioner Lawrence asked if Carla Clos, Chief Administrative Deputy Drain Commissioner, could speak to the projects in the Red Cedar, Montgomery Drain, Frandor, or Michigan Avenue areas and when they were expected them to wrap up.

Clos stated that Patrick Lindemann, Drain Commissioner, had indicated they would be completed around July 2024, and that they were doing final seeding, landscaping, cleaning up, and other finishing work that the Michigan Department of Transportation (MDOT) had requested along Michigan Avenue, so things should start taking on a different character.

Commissioner Lawrence asked when in July it would be completed.

Clos stated they did not know.

Discussion.

Chairperson Grebner asked when the water would be turned on.

Clos stated that it would be done in May of 2024 and they would see if everything worked before the contractors left.

Discussion.

THE MOTION TO APPROVE THE RESOLUTION CARRIED UNANIMOUSLY. Absent: Commissioner Tennis.

13. Elder Services Millage – Resolution to Submit to the Electorate a Special Millage Question for Elder Persons

MOVED BY COMM. MORGAN, SUPPORTED BY COMM. POLSDOFER, TO APPROVE THE RESOLUTION AND AMEND AS FOLLOWS:

WHEREAS, the Board of Commissioners desires to continue to provide funding to eliminate wait lists and expanding critical services such as in-home care, meals on wheels, ~~and~~ crisis services, **and support for senior centers** to support the growing population of persons age sixty (60) and older residing in Ingham County; and

WHEREAS, the Board of Commissioners seeks to have the voters of Ingham County determine whether or not they desire to raise funds at the same level as approved by the electorate in 2020 for a period of six (4) years to continue to eliminate wait lists and expanding critical services such as in-home care, meals on wheels, ~~and~~ crisis services, **and support for senior centers** to support the growing population of persons age sixty (60) and older residing in Ingham County.

INGHAM COUNTY ELDER PERSONS MILLAGE QUESTION

For the purpose of continuing funding at the same millage level previously approved by the voters in 2020 authorizing funding to eliminate wait lists and expanding critical services such as in-home care, meals on wheels, ~~and~~ crisis services, and support for senior centers to support the growing population of persons age sixty (60) and older residing in Ingham County, shall the Constitutional limitation upon the total amount of taxes which may be assessed in one (1) year upon all property within the County of Ingham, Michigan be increased by up to 30/100 (0.3000) of one (1) mill, \$0.30 per thousand dollars of state taxable valuation, be continued and renewed for a period of four (4) years (2024-2027) inclusive? If approved and levied in full, this Millage will raise an estimated \$2,900,097 in the first calendar year of the levy, based on state taxable valuation.

YES [] NO []

This was considered a friendly amendment.

Commissioner Morgan stated there had been a lot of discussion about the Elder Services Millage over the last few months and that the Human Services Committee made some amendments at their meeting on April 22, 2024, so that the majority could feel more comfortable with what had been done a few weeks ago, and what they were looking at doing moving forward with the South Side Community Coalition’s request. Commissioner Morgan further provided an overview of the amendments made by the Human Services Committee.

Commissioner Maiville asked if the resolution title could include “continuing” since “renewal” had been removed.

Commissioner Morgan stated that Human Services had consulted with David Stoker, County Attorney. Commissioner Morgan further stated he would be fine with that and if it needed to be changed prior to the Board of Commissioners meeting on April 30, 2024, then so be it.

Discussion ensued regarding additional amendments.

CHAIRPERSON GREBNER PROPOSED TO AMEND THE RESOLUTION AS FOLLOWS:

**RESOLUTION TO SUBMIT TO THE ELECTORATE A SPECIAL MILLAGE-CONTINUATION
QUESTION FOR ELDER PERSONS**

INGHAM COUNTY ELDER PERSONS MILLAGE CONTINUATION QUESTION

This was considered a friendly amendment. Please note that later in the meeting, the resolution and these amendments were reconsidered.

Commissioner Maiville asked if there had been discussion at the Human Services Committee meeting on April 22, 2024 regarding increasing the Millage.

Commissioner Morgan stated he was in favor of an increase but none of the other Commissioners on the Human Services Committee were on board, so the discussion was brief. Commissioner Morgan further stated he was disappointed and that it was not a mandate to spend or collect on the Millage.

Commissioner Maiville asked for clarification that there was a discussion but no vote.

Commissioner Morgan stated confirmation and that he had fought it enough.

Commissioner Sebolt stated they were hoping that both the Elder Services Millage and the Health Services Millage would be trimmed down and they wanted everyone to be fully aware that the County Services Committee would be working on a Housing and Homeless Millage for the November General Election and they were hoping to ease taxes before raising them down the road. Commissioner Sebolt further stated that they were going to support the Millage, but was hoping for a decrease, so getting an increase would be an uphill battle.

Commissioner Johnson stated their agreement with Commissioner Sebolt and asked who wrote the Millage language.

Commissioner Sebolt stated it was the Human Services Committee.

Discussion.

Commissioner Morgan clarified that the Millage had existed since 2019 and it was the Millage funding that was spent on the Williamston Area Senior Center.

Discussion.

Commissioner Morgan stated that the Millage could not be called a renewal since they added support for senior centers, but they felt it was more politically and intellectually honest with the additions.

Chairperson Grebner provided the Michigan Department of Treasury Average Property Tax Rate Data from Tax Year 2023, which was included in the Minutes as Attachment B.

Chairperson Grebner stated the data provided an overview of the average Millages collected across all 83 counties in Michigan. Chairperson Grebner further stated that the average Millage rate for Ingham County was the largest listed and that they were not urging that anything needed to be done, but to note that they were already exploring untrodden terrain.

Commissioner Morgan stated the residents of Ingham County loved to support their communities through Millages and passed them overwhelmingly, so from a policy perspective they saw nothing wrong and until the voters told them no, they should continue to ask. Commissioner Morgan further stated the voters had been very generous and understood the needs of the community.

Chairperson Grebner stated they did not intend to cause any reaction with the document provided, other than bringing awareness, and there were two or three sizes. Chairperson Grebner further stated that it was not just mainly County Millages, but rather that the taxpayers had been generous to the Capital Area Transportation Authority (CATA), Lansing Community College (LCC), the Ingham Intermediate School District (ISD), and the burden of supporting an airport located in an adjacent county.

Chairperson Grebner stated that Ingham County had very low taxable value per capita, and other counties were paying more per capita, but they had more valuable real estate. Chairperson Grebner further stated that Leelanau County had less than half of Ingham County's Millage rate and unlike the Ingham County Taxable value per capita, at about \$34,000, Leelanau County had about \$117,000 per capita and it was a different world.

Chairperson Grebner stated it was just something to think about and did not mean to say the voters should turn on them, but the Board of Commissioners should consider that they were out at the edge. Chairperson Grebner further stated that, in economic terms, it meant if you made the mistake of believing that all properties were assessed at 50% of their true cash value and were taxed at that rate, then they were taxing individuals' three percent of the value of their real estate per year, which was a pretty heavy burden to place on a piece of property.

Chairperson Grebner stated it was also interesting to look at the taxable value divided by Ingham County's population and one could see that there were many smaller counties that had a higher level of taxable value.

Commissioner Maiville stated that he could see that some businesses might look to set themselves up in adjacent counties, as well as home buyers, which could potentially decrease home values.

Chairperson Grebner stated it was circular and wondered if one reason Ingham County had low taxable value per capita was partly because tax rates were relatively high and property was disfavored. Chairperson Grebner further stated, on the other hand, going across the County border still did not get one away from LCC or school districts.

Chairperson Grebner stated it was a complicated thing and there was not a clear revelation that came out of it. Chairperson Grebner further stated there were several reasons the voters in Ingham County supported tax Millages and almost never defeated them, and the ones that were defeated just came back in a year or two in a slightly different form and were approved.

Chairperson Grebner stated the reasons Ingham County was so successful at passing Millages was because they had a relatively liberal electorate, most of the other units of government did a decent job at using tax money appropriately, and the County was pretty much scandal free. Chairperson Grebner further stated it was good to be on good behavior and the taxpayers were supportive if they were.

THE MOTION TO APPROVE THE RESOLUTION, AS AMENDED, CARRIED UNANIMOUSLY. Absent: Commissioner Tennis.

Please note that later in the meeting, the vote by which the resolution was approved was reconsidered.

14. Health Services Millage – Resolution to Submit to the Electorate a Special Millage for Continuing Health Services for Low-Income Families and Adults Living in Ingham County

MOVED BY COMM. MORGAN, SUPPORTED BY COMM. POLSDOFER, TO APPROVE THE RESOLUTION WITH THE FOLLOWING AMENDMENTS:

RESOLUTION TO SUBMIT TO THE ELECTORATE A SPECIAL MILLAGE FOR CONTINUING HEALTH SERVICES FOR LOWER-INCOME FAMILIES AND ADULTS LIVING IN INGHAM COUNTY

WHEREAS, the Board of Commissioners desires to continue to provide funding for healthcare services for lower-income, uninsured families and adults residing in Ingham County; and

WHEREAS, the millage funds were approved by the electorate to provide funding for healthcare services for lower-income, uninsured families and adults residing in Ingham County in 2012, 2014 and 2020, and the current authorized Millage expired December 31, 2023; and

WHEREAS, health services for lower income families and adults are of substantial benefit to the residents of Ingham County; and

WHEREAS, the Board of Commissioners seeks to have the voters of Ingham County determine whether or not they desire to raise funds at a millage rate of 0.6300 of one (1) mill for a period of four (4) years to continue to support funding for healthcare services for lower income families and adults residing in Ingham County.

Discussion ensued regarding the recommended amendments.

This was considered a friendly amendment.

Commissioner Morgan stated this could not be called a renewal because the wording had been changed and that the Health Services Millage was created to provide support for the Ingham Health Plan (IHP), but things had changed dramatically. Commissioner Morgan further stated there was almost seven million dollars in the Fund Balance and there was a need for mental health resources which went hand in hand with the growing number of unhoused individuals.

Commissioner Morgan stated they took out some of the restrictive language for those not eligible for Medicaid and those that had high deductibles, which allowed for more flexibility as different situations came up and they were not so restricted, which was what resulted in Fund Balances. Commissioner Morgan further stated they would likely have a similar discussion about including “continuation” in the resolution title, which he was fine with.

Commissioner Sebolt stated they were very much in support of what had been done to make the Millage less restrictive and more applicable, but pointed out the current Fund Balance was tied to the restrictive language and, even if they changed the language moving forward, the existing Fund Balance would have to be spent only on what was approved under the restrictive language. Commissioner Sebolt further asked what the discussion was regarding how they planned to spend down the huge Fund Balance.

Chairperson Grebner stated the Fund Balance could be spent over time on the specific restricted activities. Chairperson Grebner further clarified that, from now on, any funding that they spent on anything else would come out of the Millage that was collected going forward.

Discussion ensued regarding spending down the current Fund Balance.

Commissioner Maiville clarified that the Fund Balance was not with the IHP but with the County.

Chairperson Grebner stated confirmation and that it was paid over as it was invoiced.

Commissioner Maiville asked if there had been any discussion on reducing the Health Services Millage given the Fund Balance.

Commissioner Morgan stated there had been discussion on how the Fund Balance would be eaten up quickly because there was a growing need for the services that were outlined in the updated Millage language. Commissioner Morgan further stated there was no discussion on reducing the Millage because he believed it was understood that the Millage would be used as intended, supported, and voted on and that the community had identified needs through continuing to renew the Millage.

Commissioner Morgan stated they were updating the Millage so they could be flexible and nimble with needs as they changed.

Commissioner Maiville stated he was on the fence, knowing that the Millage was started as a bridge to the Affordable Care Act (ACA).

Chairperson Grebner stated the Millage language was written not guessing the ACA would get dropped on them and eliminate most of the recipients. Chairperson Grebner further stated they were covering a lot of people and assumed it would have to be done through the General Fund money if they were going to continue the program, but the cavalry arrived and there was nothing for them to do.

Commissioner Maiville stated the reason they would support the Millage was because they knew mental health issues were not adequately addressed by State and Federal Government as they should be and that high deductibles were an issue. Commissioner Maiville further stated he was wavering, but would probably say yes.

Chairperson Grebner stated it was always okay to have a Conservative resisting.

Commissioner Morgan stated that it was a much more reasoned resistance than what he had seen at the Human Services Committee meeting on April 22, 2024, because that meeting was not fun. Commissioner Morgan further stated the Millage was not a mandate to collect and if there was a need that was identified, they could use it and the Controller's Office would create a contract that would come before the Board of Commissioners to approve.

Commissioner Morgan stated the resolution just put the question before voters and allowed the ability to collect it in order to address needs. Commissioner Morgan further stated they had not collected on the Health Services Millage in several years and there could end up being a situation where they did not need to collect at all, because they could use some of the remaining Fund Balance.

Chairperson Grebner asked what the current levy was.

Commissioner Morgan stated it was zero.

Chairperson Grebner stated it was lower than they would have guessed and that it had occurred to them that if the Millage passed they would have two funds where some bills would be paid out of the old Fund Balance when they were for approved items, and all the other stuff would be paid out of a new Fund Balance, which would only get money if the Millage moved forward.

Commissioner Morgan stated he encouraged a liberal interpretation of what the old Fund Balance could be used for.

Chairperson Grebner stated the goal was to never be ordered to return money.

Commissioner Morgan stated they had not addressed including “continuation” to the Health Services Millage title and if they were doing it for one, they should do it for the other.

Discussion ensued regarding potential amendments.

Commissioner Sebolt stated it was too late, but they believed the Elder Services Millage resolution and ballot question title was more complicated than what it needed to be and that the Health Services Millage title was simple and basic and did not need to be tampered with.

Chairperson Grebner stated they must have done it because each Millage had their own history and the Elder Services Millage had started with a question. Chairperson Grebner further stated they could approve Health Services Millage, as amended, and then go back to reconsider the Elder Services Millage title.

Commissioner Morgan disclosed they had worked with Jared Cypher, Deputy Controller, and that they added the word “basic” to the ballot question title because basic was sometimes good.

THE MOTION TO APPROVE THE RESOLUTION, AS AMENDED, CARRIED UNANIMOUSLY. Absent: Commissioner Tennis.

13. Elder Services Millage – Resolution to Submit to the Electorate a Special Millage Renewal Question for Elder Persons

MOVED BY COMM. SEBOLT, SUPPORTED BY COMM. MORGAN, TO RECONSIDER THE VOTE BY WHICH AGENDA ITEM NO. 13 HAD PASSED.

THE MOTION TO RECONSIDER CARRIED UNANIMOUSLY. Absent: Commissioner Tennis.

MOVED BY COMM. SEBOLT, SUPPORTED BY COMM. MAIVILLE, TO AMEND THE RESOLUTION AS FOLLOWS:

**RESOLUTION TO SUBMIT TO THE ELECTORATE A SPECIAL MILLAGE-CONTINUATION
QUESTION FOR ELDER PERSONS**

INGHAM COUNTY ELDER PERSONS MILLAGE ~~CONTINUATION QUESTION~~

THE MOTION TO AMEND THE RESOLUTION CARRIED UNANIMOUSLY. Absent: Commissioner Tennis.

THE MOTION TO APPROVE THE RESOLUTION, AS AMENDED, CARRIED UNANIMOUSLY. Absent: Commissioner Tennis.

Announcements

Commissioner Maiville asked if anyone was aware if a wage study had been prioritized or expedited for the Prosecutor's Office, given that the Board of Commissioners was still receiving reclassification requests from other departments.

Commissioner Sebolt stated the reclassifications and reorganizations would continue because they were operating under existing contracts and the process would continue through the end of the year. Commissioner Sebolt further stated the Controller's Office and the Human Resources Department were working to make sure all areas that needed to be covered under a wage study program were covered, and there were a few that may have been inadvertently left out or not considered to make sure they were doing everything.

Commissioner Sebolt stated it was the hope that the wage study program would help address all of this and put them on a better schedule than the haphazard reclassification requests they had been getting.

Townsend stated the process had been started and that Managerial and Confidential was the first group.

Chairperson Grebner stated that 20% inflation, abruptly, and dramatic changes to the way the world worked, and an operation as slow moving as the County was just going to find that it was out of sync with the world in many ways. Chairperson Grebner further stated all the County knew how to do was raise wages, not cut them, and they would get there eventually, though it might cost a lot of money.

Public Comment

None.

Adjournment

The meeting was adjourned at 7:07 p.m.

**APRIL 24, 2024 FINANCE AGENDA
STAFF REVIEW SUMMARY**

RESOLUTION ACTION ITEMS:

The Controller’s Office recommends approval of the following resolutions:

1a. Sheriff’s Office – *Resolution to Allow the Ingham County Sheriff’s Office to Purchase Glock Handguns, Sights, and Accessories*

This resolution authorizes the purchase of 16 Glock handguns and accessories including 14 Trijicon sights, 14 AmeriGlo sights, 14 Safariland holsters, 14 Streamlight lights, and 14 mounting plates is \$17,249.60 utilizing \$16,704 in 2023 Local JAG grant funds and \$545.60 from the Sheriff’s Office Field Services Uniforms and Accessories budget.

See memo for details.

1b. Sheriff’s Office – *Resolution to Allow the Ingham County Sheriff’s Office to Purchase 6 Radar Systems*

This resolution authorizes the purchase of six Radar systems from Stalker Radar for Sheriff’s Office patrol cars. The cost of the six radar systems is \$12,450 and would be paid for through the Sheriff’s Office Admin Other-Supplies Account.

See memo for details.

2a. 55th District Court – *Resolution to Authorize an Agreement with Averhealth for Substance Use Testing Services for the 55th District Court Mental Health Court and Sobriety Court for Fiscal Year 2024*

This resolution authorizes an agreement with Averhealth for the following substance use testing:

- Mental Health Court - Substance Use Testing with Averhealth not to exceed \$43,832.
- Sobriety Court - Substance Use Testing with Averhealth not to exceed \$107,808, of which \$34,000 are SCAO-OHSP funds.

See memo for details.

2b. 55th District Court – *Resolution to Authorize the Reorganization of the 55th District Court*

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

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

See memo for details.

3. Homeland Security and Emergency Management – Resolution to Authorize an Equipment Purchase Agreement with TruckVault Inc. for a Mobile Command Center Equipment Containment System

This resolution authorizes a purchase agreement with TruckVault Inc., for a mobile command center equipment containment system utilizing FY2021 Homeland Security Grant Program funds in the amount of \$5,261.75. This system offers a mobile Command and Control unit with power, storage, communications, and drone response integration solutions to effectively enhance mobile Emergency Management capabilities across a variety of applications.

See memo for details.

4a. Facilities Department – Resolution to Authorize a Purchase Order to Seelye Group Ltd., to Replace the Carpet in the Cedar Pediatrics Clinic at the Human Services Building

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

See memo for details.

4b. Facilities Department – Resolution to Authorize a Purchase Order to T.L. Hart Inc., to Paint the Exam Rooms in the Cedar Pediatrics Clinic at the Human Services Building

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

See memo for details.

4c. Facilities Department – Resolution to Authorize an Agreement with McKearney Asphalt & Sealing Inc., to Reconstruct the Parking Lots at the Hilliard Building, and Grady Porter Building/Veterans Memorial Courthouse

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

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

See memo for details.

4d. Facilities Department – Resolution to Authorize an Agreement with Smart Homes Smart Offices for the Cameras at the Hilliard Building

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

See memo for details.

4e. Facilities Department – Resolution to Authorize a Purchase Order to Knight Watch Inc., for Cameras in the Veteran Affairs Office at the Human Services Building

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

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

See memo for details.

4f. Facilities Department – Resolution to Authorize a Lease Agreement with Vlahakis Family Limited Partnership for the Public Defender’s Office Space

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

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

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

See memo for details.

5. 9-1-1 Dispatch Center – Resolution to Authorize the Renewal of a Contract for Pre-Employment Testing Services with Select Advantage for the 9-1-1 Center

This resolution authorizes the renewal of the contract for pre-employment testing services with Select Advantage for the 9-1-1 Center for a two-year contract of \$7,600. Funding is available in the 9-1-1 Emergency Telephone Dispatch Services 9-1-1 fund.

See memo for details.

6a. Health Department - Resolution to Authorize an Agreement with Edge Partnerships for a Social Marketing Campaign to Increase All Vaccine Uptake

This resolution authorizes an agreement with Edge Partnerships for a Social Marketing Campaign designed to engage target populations in vaccine education, connect people in Clinton, Eaton, and Ingham counties to vaccination providers and reliable information, and increase vaccine uptake among Clinton, Eaton, and Ingham perinatal and other vulnerable adult populations effective June 1, 2024 through September 30, 2024 in an amount not to exceed \$119,000. Funding will be sourced from the Michigan Department of Health and Human Services (MDHHS) Region 7 Perinatal Care grant in an amount not to exceed \$35,000, from the Children’s

Special Health Care Services Vaccine Initiative grant in an amount not to exceed \$21,000, and from the COVID-19 Immunization Grant in an amount not to exceed \$63,000.

6b. Health Department - Resolution to Authorize an Agreement with Piper & Gold Public Relations for Phase II of a Harm Reduction Community Education Campaign

This resolution authorizes an agreement with Piper & Gold Public Relations for Phase II of a Community Harm Reduction Education Campaign designed to engage target populations in harm reduction education, to connect people in Ingham counties to peer recovery coaches, harm reduction specialists and reliable information, and to increase access to and use of harm reduction practices among Ingham County populations. All costs for this agreement will be covered by the FY24 MSHN SUD Treatment agreement and will be effective June 30, 2024 through September 30, 2024 in an amount not to exceed \$24,000.

6c. Health Department - Resolution to Authorize an Agreement with Michigan Primary Care Association to Participate in the Bridge Program to Receive Reimbursement for COVID-19 Vaccinations Administered in FY 2024

This resolution authorizes an agreement with Michigan Primary Care Association (MPCA) to participate in the Bridge Program to receive reimbursement for COVID-19 vaccinations administered in FY 2024, effective November 1, 2023 through September 30, 2024. MPCA will reimburse ICHD's CHCs at a rate of \$39.98 per vaccination.

6d. Health Department - Resolution to Authorize an Agreement with SecureVideo for Telehealth Services

This resolution authorizes a three-year agreement with SecureVideo to provide telehealth services effective July 1, 2024 through June 30, 2027 in an amount not to exceed \$220,000. SecureVideo is a Texas-based company that provides telehealth solutions to mid-to-large health systems and mental health organizations. ICHD's CHCs ceased its telehealth service in May 2023 because the former vendor discontinued its support of the platform. SecureVideo fully participated in the request for proposal #143-23 process and emerged as the telehealth vendor of choice. Costs of this agreement will be covered by billable services.

6e. Health Department - Resolution to Authorize an Agreement with Dr. Kathleen Fouche-Brazzle for 0.2 FTE Psychiatry Services

This resolution authorizes an agreement with Dr. Kathleen Fouche-Brazzle for up to eight hours a week (0.2 FTE) of Psychiatry Services, effective June 1, 2024 through May 30, 2025, for an amount not to exceed \$76,960, with the option for annual autorenewals for up to three years. These services will be provided at a rate of \$185.00 per hour. The psychiatrist will provide psychiatric consultation to medical providers, direct tele-psychiatric care to patients in ICHD's Ryan White Program, and consultation for the Coordination of Care program. Costs for this agreement are covered by HIV Care Coordination funding.

6f. Health Department - Resolution to Approve Voluntary Funding Agreements for Providing Solid Waste Disposal Services

This resolution renews the Voluntary Funding Agreements with Granger III and Associates, L.L.C., Venice Park Landfill, C&C Landfill, Inc., and Adrian Landfill, Inc., effective January 1, 2024 through December 31, 2029 for solid waste disposal services in Ingham County. Pursuant to the Voluntary Funding Agreements, the principal providers of solid waste disposal services in Ingham County agree to fund fifty percent of the

County's current household hazardous waste, solid waste regulation, and solid waste and recycling education programs, (other than the actual collection or maintaining of offsite facilities for recyclables) on a voluntary contractual basis. The FY 2024 budget includes \$367,500 in revenue generated by these Solid Waste agreements.

7a. Treasurer's Office – Resolution to Purchase Foreclosed Parcel 33-25-05-14-177-010

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

See memo for details.

7b. Treasurer's Office – Resolution Amending Resolutions #12-368 and #18-249, Approving the Establishment of and Amending the Property Assessed Clean Energy Program

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

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

See memo for details.

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

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

See memo for details.

PRESENTATION/DISCUSSION/OTHER ITEM:

9. Controller's Office - 2025 Update of County Fees for Law & Court Departments (Discussion)

10. Board Referral - Letter From David Buick, State Tax Commission Executive Director, Regarding Public Act 12 Of 2024 Amending The General Property Tax Act To Allow A County To Opt Out Of The Requirement To Appoint A Designated Assessor

TO: Board of Commissioners Law & Courts and Finance Committees
FROM: Captain Andrew Daenzer
DATE: April 20, 2024
SUBJECT: 2023 Local JAG Grant Expenditure/ Handguns

BACKGROUND

The Sheriff's Office has been allocated \$16,704 from a \$158,406 JAG Grant award, leaving the Lansing Police Department \$141,702 as their allocated portion. The intended purpose of the grant is to purchase 16 new Glock handguns, Trijicon sights, holsters, and accessories for Ingham County Deputies.

The Sheriff's Office is recommending CMP Distributors since they are a trusted vendor, and we can trade in older model handguns for a credit towards this purchase.

ALTERNATIVES

There are no viable alternatives.

FINANCIAL IMPACT

The 2023 awarded grant funds total \$16,704. The total cost of 16 handguns, 14 Trijicon sights, 14 holsters, 14 AmeriGlo backup sights, 14 lights, and 14 mounting plates is \$17,249.60, including the trade-in of 11 older model handguns. The remaining balance of \$545.60 would be deducted from the Sheriff's Office budgeted line item Field Services Uniforms and Accessories 10130102-745000.

STRATEGIC PLANNING IMPACT

The purchase of the handguns, sights, holsters, and accessories allows the Sheriff's Office to utilize grant money to provide better equipment for our deputies.

OTHER CONSIDERATIONS

We currently use Glock handguns with iron sights. The trend in law enforcement nationwide is to carry handguns with red dot sights. These modern sights increase training ability and accuracy. The sights require a newer Glock platform.

RECOMMENDATION

Based on the information contained herein, I respectfully recommend the approval of the purchasing of 16 Glock handguns, sights, and associated equipment.

Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ALLOW THE INGHAM COUNTY SHERIFF'S OFFICE TO PURCHASE GLOCK HANDGUNS, SIGHTS, AND ACCESSORIES

WHEREAS, the City of Lansing Police Department and the Ingham County Sheriff's Office were allocated \$158,406 from the 2023 Local JAG grant from the Department of Justice; and

WHEREAS, the Ingham County Sheriff's Office portion allocated from this grant is \$16,704; and

WHEREAS, the Ingham County Sheriff's Office currently uses Glock handguns; and

WHEREAS, the Sheriff's Office would like to upgrade handguns along with new sights, lights, and accessories; and

WHEREAS, CMP Distributors is the preferred vendor; and

WHEREAS, CMP Distributors will credit the Sheriff's Office \$3,025 for trading in 11 older model Glock handguns; and

WHEREAS, the total expense for 16 Glock Handguns, 14 Trijicon sights, 14 AmeriGlo sights, 14 Safariland holsters, 14 Streamlight lights, and 14 mounting plates is \$17,249.60; and

WHEREAS, the remaining amount of \$545.60 shall be deducted from the Sheriff's Office budgeted line item Field Services Uniforms and Accessories 10130102-745000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the purchase of 16 Glock handguns, sights, holsters, and accessories in an amount not to exceed \$17,249.60 from CMP Distributors utilizing \$16,704 from the 2023 Local JAG grant and \$545.60 from the Sheriff's Office Field Services Uniforms and Accessories budget.

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 Law & Courts and Finance Committees
FROM: Captain Andrew Daenzer
DATE: April 22, 2024
SUBJECT: Purchase 6 Radar Systems

BACKGROUND

The Sheriff's Office is tasked with traffic enforcement on roadways throughout Ingham County. Each patrol car is equipped with a radar system for speed enforcement. Radar systems are essential for measuring accurate speed for traffic safety. The Sheriff's Office would like to purchase 6 new radar systems to replace old systems that have reached the end of their service life.

ALTERNATIVES

The Sheriff's Office would use older radar systems that may require repair. These systems are old and not reliable and will continue to cost money to repair. Some vehicles may not be equipped with a radar. This would limit our deputies' ability to enforce posted speed limits.

FINANCIAL IMPACT

The cost of 6 new radar systems is \$12, 450. The purchase would be paid for with Ingham County Sheriff's Office Admin Other-Supplies Account number 10130101-743000. We would like to purchase the radar systems direct from Stalker Radar which is also the lowest cost.

STRATEGIC PLANNING IMPACT

The purchase of the radar systems will assist with speed enforcement in Ingham County which is in line to with the Sheriff's Office mission to provide excellent public safety services.

OTHER CONSIDERATIONS

We do reuse radars when they are in good condition, and we are changing cars over. We will continue this practice to reduce costs.

RECOMMENDATION

Based on the information contained herein, I respectfully recommend the approval of the purchasing 6 Stalker radar systems.

Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ALLOW THE INGHAM COUNTY SHERIFF'S OFFICE TO PURCHASE SIX
RADAR SYSTEMS**

WHEREAS, the Ingham County Sheriff's Office has radar systems for speed measurement, traffic enforcement, and overall public safety in all marked patrol cars; and

WHEREAS, the radar systems being replaced have reached the end of their service life and would require repair; and

WHEREAS, the Sheriffs' Office would like to replace six older radar systems; and

WHEREAS, the radar systems will be purchased from Stalker Radar Applied Concepts Inc. 855 E. Collins Blvd. Richardson, TX; and

WHEREAS, the purchase of the radars is necessary to maintain modern and accurate speed measurement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the purchase of six Stalker radar systems from Stalker Radar Applied Concepts Inc. in an amount not to exceed \$12,450 using Sheriff's Office budget Admin Other-Supplies 10130101-743000.

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: Ingham County Law & Courts and Finance Committees
From: Da'Neese Wells
Date: April 22, 2024
Subject: 55th District Court 2024 Substance Testing Resolution

Attached please find a Resolution requesting authorization to select Averhealth as the successful vendor for Request for Proposal (RFP) #20-24.

In summary, the 55th District Court was previously authorized by Resolution #23-553 to accept a grant from the State Court Administrative Office - Michigan Mental Health Court Grant Program (SCAO-MMHCGP) in the amount of \$459,900 to continue a Mental Health Court at the 55th District Court and enter into a subcontract for substance testing. The 55th District Court was also previously authorized by Resolution #23-554 to accept \$150,199 in grant funding from the Michigan Drug Court Grant Program (MDCGP), administered by the State Court Administrative Office (SCAO) and \$34,000 in grant funding from the Office of Highway Safety Planning, also administered by the SCAO and enter into a subcontract for substance testing.

However, the Office of Highway Safety Planning requires a competitive bidding process for expending the \$34,000 funding for services subcontracted to a vendor. Therefore, we coordinated with the Purchasing Department to issue RFP #20-24 and Averhealth has been recommended as the successful vendor.

This resolution, if authorized, would allow us to enter into the subcontracts for both programs consistent with the previously authorized resolutions.

Thank you for your consideration.

TO: Da'Neese Wells, Chief Probation Office

FROM: Gregg Todd, Controller

DATE: April 3, 2024

RE: Memorandum of performance for RFP No. 20-24 Substance Testing Services.

Per your request, the Purchasing Department sought proposals from interested, qualified and experienced vendors to provide substance use testing services for the 55th District Court Mental Health Court (MHC) and Sobriety Court (SC) through September 30, 2024, with possible renewal based on grant funding.

The Purchasing Department can confirm the following:

| Function | Overall Number of Vendors | Number of Local Vendors |
|--------------------------------------|---------------------------|-------------------------|
| Vendors invited to propose | 31 | 10 |
| Vendors responding | 4 | 1 |
| Vendors unresponsive – missing forms | 1 | 0 |

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

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

SUMMARY OF VENDORS' COSTS

| Vendor Name | Local Preference | Proposed Cost |
|---|-------------------------------|---------------|
| WAI-HAM Inc and RISE Recovery Community | Yes, Lansing MI | See Packet |
| JSG Testing | Nonresponsive, missing forms | |
| D'n'A Drug & Alcohol Testing Centers | No, Howell MI | See Packet |
| Averhealth | No, Richmond VA | See Packet |
| Cognitive Consultants | No, Lansing MI (Eaton County) | See Packet |

Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH AVERHEALTH FOR
SUBSTANCE USE TESTING SERVICES FOR THE 55TH DISTRICT COURT MENTAL HEALTH
COURT AND SOBRIETY COURT FOR FISCAL YEAR 2024**

WHEREAS, the Ingham County Board of Commissioners previously authorized Resolution #23-553 to allow the 55th District Court Mental Health Court to accept a grant from the State Court Administrative Office - Michigan Mental Health Court Grant Program (SCAO-MMHCGP) in the amount of \$459,900 to continue a Mental Health Court at the 55th District Court; and

WHEREAS, the Ingham County Board of Commissioners previously authorized Resolution #23-554 to allow the 55th District Court Sobriety Court to accept a grant from the State Court Administrative Office - Michigan Drug Court Grant Program (SCAO-MDCGP) in the amount of \$150,199 and from the State Court Administrative Office – Office of Highway Safety Program (SCAO-OHSP) in the amount of \$34,000 to continue a Sobriety Court at the 55th District Court; and

WHEREAS, the Office of Highway Safety Planning requires a competitive bidding process for expending the \$34,000 funding for services subcontracted to a vendor; and

WHEREAS, the Ingham County Purchasing Department coordinated with the 55th District Court to issue RFP #20-24; and

WHEREAS, Averhealth submitted a proposal for RFP #20-24; and

WHEREAS, the 55th District Court recommends Averhealth for substance testing services for the Mental Health Court and Sobriety Court for fiscal year 2024.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Averhealth for substance testing services as detailed in RFP #20-24 and Resolutions #23-553 and #23-554.

BE IT FURTHER RESOLVED, that the Mental Health Court and Sobriety Court program direct service subcontracts for the following services in the following amounts are authorized:

- Mental Health Court - Substance Use Testing with Averhealth not to exceed \$43,832.
- Sobriety Court - Substance Use Testing with Averhealth not to exceed \$107,808, of which \$34,000 are SCAO-OHSP funds.

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: Law & Courts Committee
County Services Committee
Finance Committee

FROM: Michael J. Dillon, Court Administrator

DATE: April 5, 2024

SUBJECT: Reorganization Plan – 55th District Court Probation Department

NEED FOR THE REORGANIZATION PLAN

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

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

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

REORGANIZATION PLAN

Creation of Specialty Courts Coordinator Position

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

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

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

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

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

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

FISCAL IMPACT

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

CURRENT ORGANIZATION

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

REORGANIZATION PLAN

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

REORGANIZATION COSTS \$ 10,998

HUMAN RESOURCES ANALYSIS & SUPPORT OF REORGANIZATION

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

ICEA COURT PROFESSIONALS SUPPORT OF REORGANIZATION

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

REORGANIZATION REQUEST

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

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

Hello Elisabeth and Joan:

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

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

Luke,

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

Does the Union support this Re-organization?

Please let us know if you have any questions.

Thanks
Beth and Joan

Transmission is Privileged and Confidential.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE REORGANIZATION OF
THE 55th DISTRICT COURT**

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

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

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

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

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

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

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

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

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

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

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

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

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

TO: Board of Commissioners: Law & Courts Committee and Finance Committee

FROM: Sergeant Bob Boerkoel, Office of Emergency Management

DATE: April 23, 2024

SUBJECT: Resolution to authorize an Equipment Purchase agreement with TruckVault Inc. for a mobile Command Center Equipment Containment System.

For the meeting agendas of *May 2, 2024* and *May 8, 2024*

BACKGROUND

This resolution is for the approval to utilize previously accepted Region 1 FY2021 Homeland Security Grant Program (HSGP) Funding to purchase a vehicle equipment containment system and command center console from TruckVault Inc. The Emergency Management Ford Explorer is being replaced with a current model year Explorer. As a response vehicle with an equipment build design specialized for mobile Emergency Management command and control response, the TruckVault Drone Responder 7 equipment containment system was identified as the optimal solution to fulfill the specialized needs. Specifically, this system offers a mobile Command and Control unit with power, storage, communications, and drone response integration solutions to effectively enhance mobile Emergency Management capabilities across a variety of applications.

ALTERNATIVES

Multiple containment systems were reviewed; the TruckVault Drone Responder 7 console was determined to be the most effective solution to optimize equipment and storage needs while still achieving compatibility with the new Ford Explorer. TruckVault Inc. is the sole source vendor in Michigan for this solution.

FINANCIAL IMPACT

TruckVault Inc. extended a public safety discount (\$1,062.25), reducing the price to \$5,261.75.

The Michigan State Police Emergency Management and Homeland Security Division has approved the funding proposal using FY2021 HSGP grant funds. The FY2021 HSGP grant funds were previously accepted by the Board of Commissioners via Resolution #21-645.

STRATEGIC PLANNING IMPACT

This project fits with Ingham County’s strategic plan of quality Service to Residents as it enhances response capabilities across a variety of applications in Emergency Management and first responder related functions, promotes broader Community Engagement with our residents and expands collaboration opportunities with numerous response partners across the county, and strengthens Public Safety in our community through optimizing resources during a variety of responses.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to authorize an equipment purchase with TruckVault Inc for a mobile Command Center and Equipment Containment System.

Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN EQUIPMENT PURCHASE AGREEMENT WITH TRUCKVAULT INC. FOR A MOBILE COMMAND CENTER EQUIPMENT CONTAINMENT SYSTEM

WHEREAS, the Ingham County Office of Homeland Security & Emergency Management received pass through grant funds from the FY2021 Homeland Security Grant Program (HSGP); and

WHEREAS, the Ingham County Board of Commissioners previously accepted the FY21 HSGP grant funds via Resolution #21-645; and

WHEREAS, the purpose of these grant funds is to purchase equipment and provide training in the Homeland Security & Emergency Management field; and

WHEREAS, the Ingham County Sheriff's Office, Office of Emergency Management is replacing an aging Emergency Management vehicle to maintain a reliable fleet; and

WHEREAS, the vehicle is intentionally designed for Emergency Management response to a variety of non-emergent, emergent, and disaster events; and

WHEREAS, TruckVault Inc. offers the Drone Responder 7 system, a mobile Command Center Equipment Containment System that meets compatibility and functionality needs identified for this specialty vehicle; and

WHEREAS, TruckVault Inc. is a sole source vendor in the State of Michigan; and

WHEREAS, the Michigan State Police Emergency Management and Homeland Security Division has approved the funding proposal; and

WHEREAS, the total expenditure for this proposal is \$5,261.75.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the purchase of a Drone Responder 7 mobile Command Center equipment containment system from TruckVault Inc. for \$5,261.75 utilizing funding from the FY2021 Homeland Security Grant Program Funding.

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

TO: Board of Commissioners, County Services & Finance Committees
FROM: Glenn Canning, Facilities Director
DATE: April 25, 2024
RE: Resolution to Authorize a Purchase Order to Seelye Group LTD., to Replace the Carpet in the Cedar Pediatrics Clinic at the Human Services Building

For the meeting agendas of: May 7 & 8

BACKGROUND

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

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

ALTERNATIVES

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

FINANCIAL IMPACT

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

OTHER CONSIDERATIONS

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

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support a purchase order to Seelye Group LTD., for the carpet replacement in the Cedar Pediatrics Clinic at the Human Services Building.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO SEELYE GROUP LTD., TO REPLACE THE CARPET IN THE CEDAR PEDIATRICS CLINIC AT THE HUMAN SERVICES BUILDING

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

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

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

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

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

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

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

TO: Board of Commissioners, County Services & Finance Committees

FROM: Glenn Canning, Facilities Director

DATE: April 25, 2024

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

For the meeting agendas of: May 7 & 8

BACKGROUND

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

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

ALTERNATIVES

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

FINANCIAL IMPACT

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

OTHER CONSIDERATIONS

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

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support a purchase order to T.L. Hart Inc., to paint the exam rooms Cedar Pediatrics Clinic at the Human Services Building.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO T.L. HART INC., TO PAINT
THE EXAM ROOMS IN THE CEDAR PEDIATRICS CLINIC AT THE HUMAN SERVICES
BUILDING**

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

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

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

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

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

TO: Board of Commissioners, County Services & Finance Committees

FROM: Glenn Canning, Facilities Director

DATE: April 23, 2024

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

For the meeting agendas of: May 7 & 8

BACKGROUND

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

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

ALTERNATIVES

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

FINANCIAL IMPACT

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

| Project | Beginning Balance | Current Balance | Requested Amount | Remaining Amount |
|------------------------|-------------------|-----------------|------------------|------------------|
| 245-26710-976000-22F12 | \$175,000 | \$164,500 | \$154,000 | \$10,500 |
| Public Imp. Fund | | | | |
| 245-66299-976000-23F10 | \$35,000 | \$35,000 | \$35,000 | \$0 |
| Public Imp. Fund | | | | |
| 245-90210-976000-23F06 | \$150,000 | \$141,500 | \$132,000 | \$9,500 |
| Public Imp. Fund | | | | |
| 245-90117-931000-9F07 | \$50,000 | \$48,000 | \$38,270 | \$9,730 |
| Public Imp. Fund | | | | |

OTHER CONSIDERATIONS

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

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support an agreement with McKearney Asphalt & Sealing Inc., for the reconstruction of the parking lots at the Hilliard Building and Grady Porter/Veterans Memorial Courthouse.

TO: Glenn Canning, Director, Facilities

FROM: Gregg Todd, Controller

DATE: March 27, 2024

RE: Memorandum of Performance for RFP No. 30 -24 Reconstruction of the Parking Lots at the Hilliard Building and Grady Porter Building/Veterans Memorial Courthouse

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

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

The Purchasing Department can confirm the following:

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

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

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

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

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

SUMMARY OF VENDORS' COSTS

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

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

TO: Board of Commissioners, County Services & Finance Committees
FROM: Glenn Canning, Facilities Director
DATE: April 24, 2024
RE: Resolution to Authorize an Agreement with Smart Homes Smart Offices for Cameras at the Hilliard Building

For the meeting agendas of: May 7 & 8

BACKGROUND

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

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

ALTERNATIVES

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

FINANCIAL IMPACT

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

OTHER CONSIDERATIONS

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

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support an agreement with Smart Homes Smart Offices for the cameras at the Hilliard Building.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

TO: Board of Commissioners, County Services & Finance Committees
FROM: Glenn Canning, Facilities Director
DATE: April 24, 2024
RE: Resolution to Authorize a Purchase Order to Knight Watch for Cameras in the Veterans Affairs Office at the Human Services Office

For the meeting agendas of: May 7 & 8

BACKGROUND

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

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

ALTERNATIVES

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

FINANCIAL IMPACT

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

OTHER CONSIDERATIONS

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

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support a purchase order to Knight Watch Inc. for the cameras in the Veteran Affairs Office at the Human Services Building.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO KNIGHT WATCH INC., FOR
CAMERAS IN THE VETERAN AFFAIRS OFFICE AT THE HUMAN SERVICES BUILDING**

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

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

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

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

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

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

TO: Board of Commissioners, Law & Courts, County Services, and Finance Committees

FROM: Glenn Canning, Facilities Director

DATE: April 23, 2024

RE: Resolution to Authorize a Lease Agreement with Vlahakis Family Limited Partnership for the Public Defender’s Office Space

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

BACKGROUND

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

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

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

ALTERNATIVES

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

FINANCIAL IMPACT

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

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

OTHER CONSIDERATIONS

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

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support a lease agreement with Vlahakis Family Limited Partnership and Ingham County for the Public Defender’s Office space.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

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

TO: Board of Commissioners Law & Courts and Finance Committees
FROM: Barb Davidson, Director 9-1-1
DATE: April 22, 2024
SUBJECT: Renewal of the contract for pre-employment testing with Select Advantage for the 911 Center
For the meeting agenda of Law & Courts May 2, 2024, and Finance May 8, 2024

BACKGROUND

The Board approved the purchase and contract with Select Advantage in September 2022. We have continued to evaluate their product and support of their pre-employment testing. We are very satisfied. Their product offers us ease of use, responsiveness to problems, an option to test remotely if needed, and predictable fees that can be confidently budgeted for. Pre-employment testing is a valuable part of the hiring process used by the 9-1-1 Center.

ALTERNATIVES

We can continue to seek other options. Others were rejected because they came at a higher price, and we lost the ability to continue to test remotely if needed.

FINANCIAL IMPACT

We explored a multi-year quote with Select Advantage. Please see the attached quote. The annual cost for Select Advantage testing we were paying is \$3,900. If we enter into a two-year contract, the annual cost would be reduced to \$3,800 annually and the total contract cost would be \$7,600 which includes support and unlimited applicant testing for both supervisor and dispatcher/telecommunicator. With the changing landscape of recruiting and hiring, we believe this two-year contract will give us a cost advantage but also the ability to reevaluate our needs without being tied to a longer contract. Please see the attached quote.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution to utilize Select Advantage for our pre-employment testing.

Introduced by the Law & Courts and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE RENEWAL OF A CONTRACT FOR PRE-EMPLOYMENT TESTING SERVICES WITH SELECT ADVANTAGE 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, pre-employment testing is a valuable part of the hiring process used by the 9-1-1 Center; and

WHEREAS, Ingham County Central Dispatch has seen the benefit to continuing to have the option to test dispatcher applicants virtually while doing so with a process that is not cumbersome, and is a tool that can be used to evaluate candidates for possible employment with our agency; and

WHEREAS, Ingham County Central Dispatch is satisfied with the pre-employment services Select Advantage is providing; and

WHEREAS, to reduce costs, the option of entering into a multi-year agreement was explored; and

WHEREAS, the cost for this testing service for a two-year contract is \$7,600, which is a reduction of \$100 per year from the current cost and includes an unlimited number of applicants and online support; 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 an expenditure not to exceed \$7,600 from the 9-1-1 Emergency Telephone Dispatch Services 9-1-1 fund for testing of dispatch applicants with Select Advantage for the term of September 23, 2024 to September 23, 2026.

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

TO: Board of Commissioner’s Human Services and Finance Committees
FROM: Adenike Shoyinka, MD, MPA, Medical Health Officer
DATE: May 12, 2023
SUBJECT: Authorization to Enter Into Agreement with Edge Partnerships for Vaccine Uptake Campaign
For the meeting agendas of May 6, and May 8, 2024

BACKGROUND

Ingham County Health Department (ICHHD) wishes to enter into an agreement with Edge Partnerships for a Social Marketing Campaign designed to engage target populations in vaccine education, connect people in Clinton, Eaton, and Ingham counties to vaccination providers and reliable information, and increase vaccine uptake among Clinton, Eaton, and Ingham perinatal and other vulnerable adult populations effective June 1, 2024 through September 30, 2024 in an amount not to exceed \$119,000. Funding will be sourced from the Michigan Department of Health and Human Services (MDHHS) Region 7 Perinatal Care grant in an amount not to exceed \$35,000, from the Children’s Special Health Care Services Vaccine Initiative grant in an amount not to exceed \$21,000, and from the COVID-19 Immunization Grant in an amount not to exceed \$63,000. ICHHD partnered with Edge to develop the vaccine uptake social marketing campaign in 2022/2023. Funding for this campaign totaling \$119,000 will allow ICHHD to expand and continue the campaign with Edge using tactics including the production of videos, billboard advertisements, radio scripts, social media messages, and print materials related to vaccine awareness and education.

ALTERNATIVES

Choosing not to accept this funding would forfeit the opportunity to increase vaccination awareness and education within Clinton, Eaton, and Ingham County’s most vulnerable perinatal and adult populations.

FINANCIAL IMPACT

All costs for this agreement will be covered by the project budget developed from the identified combined funding sources.

OTHER CONSIDERATIONS

ICHHD worked with Edge Partnerships to develop and disseminate the campaign in 2022 and Edge Partnerships remains the preferred contractor for this service based upon their demonstrated capability and experience in the work of public health, their detailed work plan and timeline, and their proposed budget and its relevance to the scope of work.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize an agreement with Edge Partnerships to increase vaccination uptake among Clinton, Eaton, and Ingham perinatal and other vulnerable adult populations, effective June 1, 2024 through September 30, 2024 in an amount not to exceed \$119,000.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH EDGE PARTNERSHIPS FOR A SOCIAL MARKETING CAMPAIGN TO INCREASE ALL VACCINE UPTAKE

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Edge Partnerships for a Social Marketing Campaign designed to engage target populations in vaccine education, to connect people in Clinton, Eaton, and Ingham counties to vaccination providers and reliable information, and to increase vaccine uptake among Clinton, Eaton, and Ingham perinatal and other vulnerable adult populations, effective June 1, 2024 through September 30 2024 in an amount not to exceed \$119,000; and

WHEREAS, funding will be sourced from the Michigan Department of Health and Human Services (MDHHS) Region 7 Perinatal Care grant in an amount not to exceed \$35,000 and from the Children's Special Health Care Services Vaccine Initiative grant in an amount not to exceed \$21,000, and from the COVID-19 Immunization Grant in an amount not to exceed \$63,000; and

WHEREAS, ICHD worked with Edge Partnerships in 2022/2023 to develop the campaign, and Edge Partnerships remains the preferred contractor for this service based upon their demonstrated capability and experience in the work of public health, their detailed work plan and timeline, and their proposed budget and its relevance to the scope of work; and

WHEREAS, funding for this campaign, totaling \$119,000, will allow ICHD to expand and continue the campaign with Edge using advertising tactics including, but not limited to, the production of videos, billboard advertisements, radio scripts, social media messages, and print materials related to vaccine awareness and education; and

WHEREAS, all costs for this agreement will be covered by the project budget developed from the identified combined funding sources; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize entering into an agreement with Edge Partnerships for a Social Marketing Campaign designed to increase all vaccination uptake among Clinton, Eaton, and Ingham perinatal and other vulnerable adult populations, effective June 1, 2024 through September 30, 2024 in an amount not to exceed \$119,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Edge Partnerships for a Social Marketing Campaign designed to increase vaccination uptake among Clinton, Eaton, and Ingham perinatal and other vulnerable adult populations, effective June 1, 2024 through September 30, 2024 in an amount not to exceed \$119,000.

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

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract documents upon 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: April 12, 2024
SUBJECT: Authorization to Enter Into an Agreement with Piper & Gold Public Relations for Phase II of a Harm Reduction Community Education Campaign

For the meeting agendas of May 6, 2024 and May 8, 2024

BACKGROUND

Ingham County Health Department (ICHHD) wishes to enter into an agreement with Piper & Gold Public Relations for Phase II of a Community Harm Reduction Education Campaign designed to engage target populations in harm reduction education, to connect people in Ingham counties to peer recovery coaches, harm reduction specialists and reliable information, and to increase access to and use of harm reduction practices among Ingham County populations. In 2023, ICHHD partnered with Piper & Gold to develop the Harm Reduction Education Campaign authorized through Resolution #23-083. This agreement will allow a second phase to continue and expand the campaign with Piper & Gold using tactics such as television advertising, billboards, radio ads, print materials, and social media promotions. All costs for this agreement will be covered by the FY24 MSHN SUD Treatment agreement and will be effective June 30, 2024 through September 30, 2024 in an amount not to exceed \$24,000.

ALTERNATIVES

Choosing not to enter into this contract would add additional cost and time to Phase II of this Harm Reduction Community Education project.

FINANCIAL IMPACT

All costs for this agreement will be covered by the FY24 MSHN SUD Treatment contract authorized by Resolution #23-083.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize an agreement with Piper & Gold Public Relations for Phase II of the Harm Reduction Campaign, effective June 30, 2024 through September 30, 2024 in an amount not to exceed \$24,000.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH PIPER & GOLD PUBLIC RELATIONS
FOR PHASE II OF A HARM REDUCTION COMMUNITY EDUCATION CAMPAIGN**

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Piper & Gold Public Relations for Phase II of a Community Harm Reduction Education Campaign designed to engage target populations in harm reduction education, to connect people in Ingham County to peer recovery coaches, harm reduction specialists and reliable information, and to increase access to and use of harm reduction practices among Ingham County populations; and

WHEREAS, in 2023, ICHD partnered with Piper & Gold to develop the Harm Reduction Education Campaign authorized through Resolution #23-083; and

WHEREAS, this agreement will allow a second phase to continue and expand the campaign with Piper & Gold using tactics such as television advertising, billboards, radio ads, print materials, and social media promotions; and

WHEREAS, all costs for this agreement will be covered by the FY24 Mid-State Health Network (MSHN) Substance Use Disorder (SUD) Treatment agreement and will be effective June 30, 2024 through September 30, 2024 in an amount not to exceed \$24,000; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize entering into an agreement with Piper & Gold Public Relations for Phase II of the Harm Reduction Education Campaign effective June 30, 2024, through September 30, 2024, in an amount not to exceed \$24,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Piper & Gold Public Relations for Phase II of the Harm Reduction Education Campaign effective June 30, 2024, through September 30, 2024, in an amount not to exceed \$24,000.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract documents upon 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: April 5, 2025

SUBJECT: Authorization for an Agreement with Michigan Primary Care Association to Participate in the Bridge Program to Receive Reimbursement for COVID-19 Vaccinations Administered in FY 2024

For the meeting agendas of May 6, and May 8, 2024

BACKGROUND

Ingham County Health Department’s (ICHD) Community Health Centers (CHCs) wish to enter into an agreement with Michigan Primary Care Association (MPCA) to participate in the Bridge Program to receive reimbursement for COVID-19 vaccinations administered in FY 2024, effective November 1, 2023 through September 30, 2024. MPCA will reimburse ICHD’s CHCs at a rate of \$39.98 per vaccination.

ALTERNATIVES

Choosing not to enter into this agreement would forfeit revenue that ICHD’s CHCs could otherwise generate from administering COVID-19 vaccinations throughout FY2024.

FINANCIAL IMPACT

There is no cost to enter into this agreement.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize entering into an agreement with MPCA to participate in the Bridge Program to receive reimbursement for COVID-19 vaccinations, effective November 1, 2023 through September 30, 2024.

Introduced by the Human Services and Finance Committees

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH MICHIGAN PRIMARY CARE ASSOCIATION TO PARTICIPATE IN THE BRIDGE PROGRAM TO RECEIVE REIMBURSEMENT FOR COVID-19 VACCINATIONS ADMINISTERED IN FY 2024

WHEREAS, Ingham County Health Department's (ICHHD) Community Health Centers (CHCs) wish to enter into an agreement with Michigan Primary Care Association (MPCA) to participate in the Bridge Program to receive reimbursement for COVID-19 vaccinations administered in FY 2024, effective November 1, 2023 through September 30, 2024; and

WHEREAS, MPCA will reimburse ICHD's CHCs at a rate of \$39.98 per vaccination; and

WHEREAS, there is no cost to enter this agreement; and

WHEREAS, the Ingham Community Health Centers Board of Directors and the Medical Health Officer recommend that the Ingham County Board of Commissioners authorize an agreement with MPCA to participate in the Bridge Program to receive reimbursement for COVID-19 vaccinations administered in FY 2024.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with MPCA to participate in the Bridge Program to receive reimbursement for COVID-19 vaccinations administered in FY 2024.

BE IT FURTHER RESOLVED, MPCA will reimburse ICHD's CHCs at a rate of \$39.98 per vaccination.

BE IT FURTHER RESOLVED, that the agreement will be effective November 1, 2023 through September 30, 2024.

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 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 Services and Finance Committees
FROM: Adenike Shoyinka, MD, MPH, Medical Health Officer
DATE: April 5, 2024
SUBJECT: Authorization to Enter an Agreement with SecureVideo for Telehealth Services
For the Meeting Agendas of May 6 and May 8, 2024

BACKGROUND

Ingham County Health Department's (ICHD) Community Health Centers (CHCs) wish to enter a three-year agreement with SecureVideo to provide telehealth services effective July 1, 2024 through June 30, 2027 in an amount not to exceed \$220,000. SecureVideo is a Texas-based company that provides telehealth solutions to mid-to-large health systems and mental health organizations. ICHD's CHCs ceased its telehealth service in May 2023 because the former vendor discontinued its support of the platform. SecureVideo fully participated in the request for proposal #143-23 process and emerged as the telehealth vendor of choice.

ALTERNATIVES

If the contract is not established, ICHD's CHCs will not be able to provide care to patients who rely on telehealth services due to transportation, psychosocial, physiological, or geographical challenges and other barriers that restrict access to health care.

FINANCIAL IMPACT

The total cost of the agreement shall not exceed \$220,000. These costs will be covered by billable telehealth services.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize a three-year agreement with SecureVideo to provide telehealth services for a total amount not to exceed \$220,000, effective July 1, 2024 through June 30, 2027.

TO: Board of Commissioners

FROM: Kris Drake, MHA, FACHE, Executive Director of the Ingham Community Health Centers, and Deputy Health Officer

DATE: April 11, 2024

RE: Telehealth Platform for the Ingham County Health Department's Community Health Centers

On August 9, 2023, the Purchasing Department launched a request for proposals (RFP # 143-23) to secure proposals from qualified and experienced vendors to provide a telehealth platform for the Ingham County Health Department's (ICHHD) Community Health Centers (CHCs). The RFP process concluded on September 12, 2023. While 35 vendors were invited to submit proposals, six (6) vendors responded to the RFP: 1) HealthviewX/Payoda Technology, Inc; 2) Secure Video; 3) CareNiva; 4) CoviU Corporation; 5) Healthline; and 6) Mend. While each proposal was competitive, after careful review and evaluation, it was determined that SecureVideo's proposal was more comprehensive, with broad service offerings that meet the complex needs of ICHHD's CHCs' patients.

Benefits of SecureVideo's Telehealth Services

Service offerings include, but are not limited to, the following:

- **Accessibility:** Our 24/7 platform ensures that healthcare is always just a click away for the residents of Ingham County.
- **Cost-Efficiency:** SecureVideo's cloud-based system reduces the need for physical infrastructure, thereby saving costs.
- **Compliance and Security:** Our HIPAA-compliant platform ensures patient data is protected, reducing the County's legal risks.
- **Data-Driven Decisions:** Our dashboard analytics can aid the County in making informed healthcare decisions.
- **Integration Capabilities:** The ability to sync with existing EHR systems like NextGen ensures that adopting our platform will be a smooth transition.

Recommendation

Given the agency's expertise, I recommend SecureVideo to be the awardee of this contract for telehealth services.

TO: Kris Drake, MHA, FACHE, Deputy Health Officer, and Executive Director of the Ingham Community Health Centers

FROM: James Hudgins, Director of Purchasing

DATE: September 11, 2023

RE: Memorandum of Performance for RFP No. 143-23 Telehealth Platform for the Ingham County Health Department

Per your request, the Purchasing Department sought proposals to enter into a 3-year agreement for a real-time telehealth platform in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and other regulatory standards that support virtual healthcare services.

The scope of work includes, but is not limited to, providing, implementing, configuring, developing, training, hosting, and supporting a web-based telehealth system. The system will assist multiple users in the health care setting with telehealth appointments, document retainage, patient outreach, appointment reminders, broadcasting messaging, and real-time automated communication and secure messaging.

The Purchasing Department can confirm the following:

| Function | Overall Number of Vendors | Number of Local Vendors |
|----------------------------|---------------------------|-------------------------|
| Vendors invited to propose | 35 | 0 |
| Vendors responding | 6 | 0 |
| Vendors un-responsive | 3 | 0 |

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

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

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

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

SUMMARY OF VENDORS' COSTS

| Vendor Name | Local Preference | Addendums (2) | Proposed Cost: 3-year contract |
|--------------------------------------|--|---------------|---|
| Healthviewx / PAYODA TECHNOLOGY INC. | No, Plano TX | Yes | \$32.00/user/month |
| SecureVideo | No, San Antonio TX | Yes | \$ 201,600.00 |
| CareNiva | No, Canyon CA | Yes | \$ 218,000.00 |
| Coviu Corporation | No, Dover DE | Yes | \$ 219,000.00 |
| Healthline | No, Plymouth MI | Yes | \$ 220,000.00 |
| Mend | No, Orlando FL | Yes | \$10,000 One-time Implementation Fee / Annual Fee \$60,000.00 |
| Nextgen Healthcare | Non-responsive: Required forms not signed | | |
| Alxtel | Non-responsive: Required forms not submitted | | |
| Beam Health Group | Non-responsive: Required forms not submitted | | |

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH SECUREVIDEO FOR TELEHEALTH SERVICES

WHEREAS, Ingham County Health Department's (ICHHD) Community Health Centers (CHCs) wish to enter into a three-year agreement with SecureVideo to provide telehealth services for a total amount not to exceed \$220,000, effective July 1, 2024 through June 30, 2027; and

WHEREAS, SecureVideo is a Texas-based company that provides telehealth solutions to mid-to-large health systems and mental health organizations; and

WHEREAS, ICHHD's CHCs ceased its telehealth service in May 2023 because the former vendor discontinued its support of the platform; and

WHEREAS, SecureVideo fully participated in the request for proposal #143-23 process and emerged as the telehealth vendor of choice; and

WHEREAS, the total cost of the agreement shall not exceed \$220,000; and

WHEREAS, these costs will be covered by billable telehealth services; and

WHEREAS, the Ingham Community Health Center Board of Directors and the Medical Health Officer recommend that the Ingham County Board of Commissioners authorize a three-year agreement with SecureVideo to provide telehealth services, effective July 1, 2024 through June 30, 2027 in an amount not to exceed \$220,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a three-year agreement with SecureVideo to provide telehealth services, effective July 1, 2024 through June 30, 2027 in an amount not to exceed \$220,000.

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.

TO: Board of Commissioner’s Human Services and Finance Committees
FROM: Adenike Shoyinka, MD, MPH, Medical Health Officer
DATE: April 12, 2024
SUBJECT: Authorization for an Agreement with Dr. Kathleen Fouche-Brazzle for 0.2 FTE Psychiatry Services
For the Meeting Agendas of May 6 and May 8, 2024

BACKGROUND

Ingham County Health Department's (ICHD) Community Health Centers (CHCs) wish to enter into an agreement with Dr. Kathleen Fouche-Brazzle for up to eight hours a week (0.2 FTE) of Psychiatry Services, effective June 1, 2024 through May 30, 2025, for an amount not to exceed \$76,960, with the option for annual autorenewals for up to three years. These services will be provided at a rate of \$185.00 per hour. The psychiatrist will provide psychiatric consultation to medical providers, direct tele-psychiatric care to patients in ICHD’s Ryan White Program, and consultation for the Coordination of Care program. In addition, the psychiatrist will offer consultations on ICHD’s diverse patient population and provide clinical guidance, psychiatric diagnosis, and recommendations for medication.

ALTERNATIVES

There is a shortage of licensed psychiatrists across Michigan and in the greater Lansing area. There are limited effective and sustainable alternatives to maximize psychiatry resources to meet the needs of ICHD’s CHC patients.

FINANCIAL IMPACT

The cost of this agreement will be covered by HIV Care Coordination funding included in the MDHHS Comprehensive Agreement authorized by Resolution #23-339.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize entering into an agreement with Dr. Kathleen Fouche-Brazzle for up to eight hours a week (0.2 FTE) of Psychiatry Services, effective June 1, 2024 through May 30, 2025 for an amount not to exceed \$76,960, with an option for annual autorenewals for up to three years.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH DR. KATHLEEN FOCHE-BRAZZLE
FOR 0.2 FTE PSYCHIATRY SERVICES**

WHEREAS, Ingham County Health Department's (ICHHD) Community Health Centers (CHCs) wish to enter into an agreement with Dr. Kathleen Fouche-Brazzle for up to eight hours a week (0.2 FTE) of Psychiatry Services, effective June 1, 2024 through May 30, 2025 for an amount not to exceed \$76,960; and

WHEREAS, these services will be provided at a rate of \$185.00 per hour; and

WHEREAS, the psychiatrist will provide psychiatric consultation to medical providers, direct tele-psychiatric care to patients in ICHD's Ryan White Program, and consultation for the Coordination of Care program; and

WHEREAS, in addition, the psychiatrist will offer consultations on ICHD's diverse patient population and provide clinical guidance, psychiatric diagnosis and recommendations for medication; and

WHEREAS, the cost of this agreement is \$76,960 and will be covered by HIV Care Coordination funding included in the Michigan Department of Health and Human Services (MDHHS) Comprehensive Agreement authorized by Resolution #23-339; and

WHEREAS, the Ingham Community Health Centers Board of Directors and the Medical Health Officer recommend that the Ingham County Board of Commissioners authorize entering an agreement with Dr. Kathleen Fouche-Brazzle for up to eight hours a week (0.2 FTE) of Psychiatry Services effective June 1, 2024 through May 30, 2025 for an amount not to exceed \$76,960.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Dr. Kathleen Fouche-Brazzle for up to eight hours a week (0.2 FTE) of Psychiatry Services effective June 1, 2024 through May 30, 2025 for an amount not to exceed \$76,960.

BE IT FURTHER RESOLVED, that the funding period will be effective June 1, 2024 through May 30, 2025 with an option to renew for two subsequent years.

BE IT FURTHER RESOLVED, that if the option to renew is exercised, the total cost of the agreement will not exceed \$230,880 and will be covered by HIV Care Coordination funding included FY2025, FY2026, and FY2027 MDHHS Comprehensive Agreements.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract documents consistent with this resolution upon 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: April 19, 2024
SUBJECT: Authorization to Renew Voluntary Funding Agreements
For the meeting agendas of May 6, and May 8, 2024

BACKGROUND

Ingham County Health Department (ICHHD) wishes to renew the Voluntary Funding Agreements with Granger III and Associates, L.L.C., Venice Park Landfill, C&C Landfill, Inc. and Adrian Landfill, Inc., effective January 1, 2024 through December 31, 2029. Through Resolution #18-420, ICHD extended the voluntary Solid Waste Disposal Funding Agreements (collectively, the “Voluntary Funding Agreements”) with Granger III and Associates, L.L.C., Venice Park Landfill, C&C Landfill, Inc. & Adrian Landfill, Inc. for solid waste disposal services in Ingham County. Pursuant to the Voluntary Funding Agreements, the three principal providers of solid waste disposal services in Ingham County (i.e. Granger, Venice Park, and Waste Management), which at that time, collectively disposed of more than 95 percent of Ingham County solid waste, agreed to fund fifty percent of the County’s current household hazardous waste, solid waste regulation, and solid waste and recycling education programs, (other than the actual collection or maintaining of offsite facilities for recyclables) on a voluntary contractual basis. These Voluntary Funding Agreements expired on December 31, 2023. However, the Voluntary Funding Agreements expressly provide ICHD with the option to extend these agreements an additional five (5) year term.

ALTERNATIVES

If this proposal is not approved, the Household Hazardous Waste program will be suspended for lack of funding.

FINANCIAL IMPACT

The FY 2024 budget includes \$367,500 in revenue generated by these Solid Waste agreements.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

ICHHD recommends that the Ingham County Board of Commissioners approves the extension of the voluntary contractual Solid Waste Program funding arrangement effective January 1, 2024 through December 30, 2029.

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE VOLUNTARY FUNDING AGREEMENTS FOR PROVIDING SOLID WASTE DISPOSAL SERVICES

WHEREAS, Ingham County Health Department (ICHHD) wishes to renew the Voluntary Funding Agreements with Granger III and Associates, L.L.C., Venice Park Landfill, C&C Landfill, Inc., and Adrian Landfill, Inc., effective January 1, 2024 through December 31, 2029; and

WHEREAS, through Resolution #18-420, ICHHD extended the voluntary Solid Waste Disposal Funding Agreements (collectively, the “Voluntary Funding Agreements”) with Granger III and Associates, L.L.C., Venice Park Landfill, C&C Landfill, Inc., and Adrian Landfill, Inc. for solid waste disposal services in Ingham County; and

WHEREAS, pursuant to the Voluntary Funding Agreements, the three principal providers of solid waste disposal services in Ingham County (i.e. Granger, Venice Park, and Waste Management), which at that time, collectively disposed of more than 95 percent of Ingham County solid waste, agreed to fund fifty percent of the County’s current household hazardous waste, solid waste regulation, and solid waste and recycling education programs, (other than the actual collection or maintaining of offsite facilities for recyclables) on a voluntary contractual basis; and

WHEREAS, these Voluntary Funding Agreements expired on December 31, 2023; and

WHEREAS, the Voluntary Funding Agreements expressly provides ICHHD with the option to extend these agreements an additional five (5) year term; and

WHEREAS, these agreements will provide \$376,500 in total revenue in FY 2024 to fund the Ingham County Household Hazardous Waste Program and other activities; and

WHEREAS, the Ingham County Board of Commissioners has previously authorized two extensions of the Voluntary Funding Agreements in 2008 (the “First Extension”), 2013 (the “Second Extension”), and 2018 (the “Third Extension”); and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize renewing the Voluntary Funding Agreements with Granger III and Associates, L.L.C., Venice Park Landfill, C&C Landfill, Inc., and Adrian Landfill, Inc., for an additional five (5) years effective January 1, 2024 through December 31, 2029.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes renewing the Voluntary Funding Agreements with Granger III and Associates, L.L.C., Venice Park Landfill, C&C Landfill, Inc., and Adrian Landfill, Inc., effective January 1, 2024 through December 31, 2029.

BE IT FURTHER RESOLVED, that County Corporation Counsel is authorized and directed to provide the required contractual notice of the renewal of the Voluntary Funding Agreements.

TO: County Services and Finance Committees

FROM: Alan Fox, Ingham County Treasurer

DATE: April 15, 2024

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

BACKGROUND

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

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

FINANCIAL IMPACT

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

RECOMMENDATION

I recommend the Board of Commissioners take the proposed action.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

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

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

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

TO: County Services and Finance Committees

FROM: Alan Fox, Ingham County Treasurer

DATE: April 16, 2024

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

BACKGROUND

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

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

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

FINANCIAL IMPACT

There is no financial impact to the county.

RECOMMENDATION

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

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

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

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

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

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

INGHAM COUNTY, MICHIGAN



INGHAM COUNTY

PACE PROGRAM REPORT

Approved November 13, 2012

Amended June 12, 2018

Amended February 13, 2024

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

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INTRODUCTION

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

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

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

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

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

INGHAM PROGRAM REPORT

1. Form of PACE Contract

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

2. Authorized Official/PACE Administrator

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

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

3. Financing Parameters

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

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

4. Application Process/Eligibility Requirements

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

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

5. Financing Terms of Assessments

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

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

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

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

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

6. Assessment Collection Process

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

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

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

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

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

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

7. Financing Program

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

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

8. Reserve Fund

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

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

9. Fee Schedule

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

10. Useful Life

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

11. Property Eligibility Parameters

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

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

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

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

12. Mortgagee Consent Requirement

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

13. Marketing Program

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

14. Quality Assurance and Antifraud Measures

LAGM includes the following quality assurance and antifraud measures:

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

15. Energy Audit or Energy Modeling Requirement

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

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

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

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

17. Amendments to the Program

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

APPENDIX A
SPECIAL ASSESSMENT AGREEMENT

SPACE ABOVE FOR RECORDING

PURPOSES _____

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

by and among

INGAHM COUNTY, MICHIGAN

and

PROPERTY OWNER

and

PACE LENDER

Dated: _____

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PACE SPECIAL ASSESSMENT AGREEMENT
(OWNER-ARRANGED FINANCING)

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

RECITALS:

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

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

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

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

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

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

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE II
DESCRIPTION OF IMPROVEMENTS**

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

**ARTICLE III
COVENANTS OF THE PROPERTY OWNER**

Section 3.01 Acquisition, Construction, and Installation of Improvements.

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

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

ARTICLE IV
PACE SPECIAL ASSESSMENT

Section 4.01 PACE Special Assessment Created.

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

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

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

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

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

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

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

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

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

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

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

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

Section 4.05 Payment Default.

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

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

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

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

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

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

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

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

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

ARTICLE V
CONDITIONS PRECEDENT

Section 5.01 Conditions Precedent to the County's Obligations.

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

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

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

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

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

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

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

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

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

ARTICLE VI
REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties of the County.

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

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

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

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

Section 6.02 Representations and Warranties of the Property Owner.

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

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

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

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

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

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

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

Section 6.03 Representations and Warranties of the Lender.

The Lender represents and warrants to the County that:

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

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

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

ARTICLE VII DEFAULT

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

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

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

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

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

ARTICLE VIII MISCELLANEOUS

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

Section 8.02 Assignment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

State of Michigan)
) ss

County)

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

Notary Public

_____, Michigan

My Commission expires _____

State of _____)

County of _____)

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

Notary Public

COUNTY NAME, STATE

My Commission expires _____

APPENDIX A

PROGRAM ELIGIBILITY CHECKLIST

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

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

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

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

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

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

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

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

APPENDIX B

SPECIAL ASSESSMENT PARCEL DESCRIPTION

Parcel Number:

Address:

LEGAL DESCRIPTION:

APPENDIX C

SPECIAL ASSESSMENT ROLL

PACE Project Special Assessment

Parcel Number:

Address:

Ingham County:

Owner:

Assessment:

Percent:

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

Dated

APPENDIX D

**PAYMENT SCHEDULE
(TBD)**

APPENDIX E

DESCRIPTION OF IMPROVEMENTS

APPENDIX F

PACE Program Application

Property and Property Owner Information

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

Parcel #: _____
Address: _____
Owner: _____

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

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

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

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

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

- Individual LLP LLC
 Corporation 501(c)3 Other _____

5. **Property Valuation**

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

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

| Amount | Type | End Date |
|----------|-------|----------|
| \$ _____ | _____ | _____ |
| \$ _____ | _____ | _____ |

Total Dollar Amount of Liens Against Property: \$ _____

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

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

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

Project Information

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

Name: _____
Address: _____
E-mail Address: _____
Telephone Number: _____
Other Contractors: _____

2. Overall Project Cost: _____

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

3a. Year 1: _____

3b. Overall: _____

3c. Waived _____

4. Useful Life of Project Measures: _____ years

5. User ID for Energy Star Portfolio Manager (for property): _____

PACE Loan Details

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

Name: _____
Address: _____
E-mail Address: _____
Telephone Number: _____

2. Requested Assessment Amount

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

3. Requested Assessment Repayment Period: _____ years

4. Interest Rate Offered by Lender: _____ %

APPENDIX G

FORM OF CERTIFICATE OF ASSIGNMENT

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

Agreement

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

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

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

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

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

(Name)

(Address)

(Attention)

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

ASSIGNOR:

[INSERT LENDER]

By: _____

Its: _____

ASSIGNEE:

Name: _____

By: _____

Its: _____

APPENDIX H

FORM OF LENDER CONSENT

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

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

Recitals

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

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

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

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

Consent and Acknowledgement

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

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

Name of Lender: _____

Date: _____

By: _____

Title: _____

STATE OF MICHIGAN

COUNTY

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, on behalf of _____.

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

APPENDIX I

FORM OF WAIVER OF SIR AND SAVINGS GUARANTEE

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

Recitals

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

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

[PROPERTY OWNER]

By:
Its:

State of Michigan)
) ss
County Name County)

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

Notary Public
County, Michigan
My commission expires _____

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

FROM: Kelly R. Jones, Managing Director
Road Department

DATE: April 23, 2024

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

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

BACKGROUND

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

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

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

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

ALTERNATIVES

N/A

FINANCIAL IMPACT

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

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

OTHER CONSIDERATIONS

N/A

RECOMMENDATION

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

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2024 Local Road Program (LRP)

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

TO: Law & Courts and Finance Committees
FROM: Ryan Chesney, Budget Analyst
DATE: April 22, 2024
SUBJECT: 2025 Update of County Fees for Law & Court Departments

When the Board of Commissioners adopted Resolution #02-155, setting various fees for county services, the Controller's Office was directed to annually review the fees and to recommend adjustments. We have completed our review for fiscal year 2025 for the Law & Courts Committee consistent with the standing directive and offer a few adjustments for your consideration. This information will appear as a discussion item on the current round of Law & Courts and Finance meetings. We anticipate presentation of a resolution at the next round of meetings to recommend increases to certain fees.

Attached spreadsheets provide details of recommended fee adjustments to be effective for the Friend of the Court on October 1, 2024 and all other departments on January 1, 2025.

The first attachment (Attachment A) offers analysis of proposed fees for 2025. The annual average United States' consumer price index was used to do the calculation. This rate of 5.1% was also used by the State of Michigan for the inflation rate multiplier.

The following information is included for each fee:

1. Location of Service
2. Fee Description
3. The 2024 cost as calculated in last year's fee update process.
4. The 2025 cost, which was calculated by multiplying the 2024 cost by the consumer price index.
5. As identified by the Board of Commissioners, the target percent was determined by the percentage of cost to be recovered by the fee for service. The target percent for each fee was initially passed by Resolution #02-155. For other fees added after the passage of Resolution #02-155, in most cases, it was assumed that the fee as passed is charged at the appropriate cost with a target recovery of 100%.
6. The 2025 calculated fee is based on the 2024 cost multiplied by the target percent.
7. Although many fees have be proposed to remain unchanged in 2025, the initial proposed fees were determined by rounding down the calculated fee to the full dollar amount and, in the case of some larger fees, rounded to the lower \$5 or \$10 increments. In some cases, the cost multiplied by the target percent is much greater than the current fee, so only an incremental increase was proposed in anticipation of further upward adjustments over several years. Fees that are proposed to increase are presented in **bold type**.
8. Units. This variable was used to calculate anticipated revenue generated by a proposed fee. Initial information was provided in the Maximus study, and in some cases has been updated by the departments.

9. Department/Controller Recommendation. Department heads agreed with the initial proposed fees in most cases. In some situations, the fees that were proposed have been changed by the department heads and they have provided supporting information which is included and referenced below. In all cases, the Budget Office agreed with recommendations of the department head as follows:
- a. The Animal Control has a memo that has been attached below explaining proposed changes. SEE ATTACHED MEMO.
 - b. The Prosecuting Attorney has agreed to fee increases as proposed.
 - c. The Sheriff Department has a memo that has been attached below explaining proposed changes. SEE ATTACHED MEMO.
 - d. The District Court has a memo that has been attached below explaining proposed changes. SEE ATTACHED MEMO.
 - e. The Circuit Court, Family Division, and Friend of the Court have a memo that has been attached below explaining proposed changes. The following memo explains the changes to lines 72 and 73. SEE ATTACHED MEMO for explanation of line 82.

Legislative Changes to the State's Child Care Fund: The task force recommended enhancing the Child Care Fund (CCF) to focus on establishing a minimum framework of juvenile justice best practices statewide. Best practices will be supported by an increase in the community-based services/supervision reimbursement rate for counties in order to incentivize and support the development, expansion, and strengthening of community-based services and formal alternatives to detention and incarceration.

The current iteration of proposed legislation would increase the state reimbursement rate from 50 percent to 75 percent for community-based supervision and services while maintaining a 50 percent state reimbursement rate for detention and residential. The increased rate incorporates costs related to Raise the Age and the CCF would become an integrated source of funding. With Ingham County prioritizing best practice in-home care programming, the Juvenile Division would be immediately eligible for 75 percent reimbursement of in-home care programming costs.

Should the legislation go into effect October 1, 2023, the Juvenile Division would expect roughly \$1.7 million (see exhibit A) of additional Child Care Fund reimbursement. Of this total amount, \$502,005 would be General Fund dollars and over \$1.2 million would be Juvenile Justice Millage dollars. Receiving additional reimbursement from the state, would reduce the amount of funds transferred in to support the Juvenile Division's operating budget. The attached analysis factors in the additional Raise the Age funding received by the Juvenile Division when the court exercises jurisdiction after the juvenile's 17th birthday. See Exhibit A.

Legislative Change to Eliminate Non-Restitution Fees and Costs Associated with Juvenile Justice System Involvement: The task force recommended the elimination of court and probation fees except for restitution and crime victim assessment fees. The current iteration of proposed legislation would limit the Juvenile Division's ability to collect childcare costs associated with out of home placement. The Juvenile Division

currently charges for out of home placement costs mandated by MCL 712A.18(2). The amount ordered for reimbursement is based on the juvenile and parent's ability to pay.

On average, the past five years, the Juvenile Division has ordered parties to pay \$227,600 in costs of which roughly 32% is restitution costs and crime victim assessment costs (\$73,000). Of the non-restitution ordered, the court only collects about a quarter of what has been ordered. Therefore, should the legislation eliminating non-restitution fees and costs be enacted, the Juvenile Division would see a loss in revenue of around \$40,000 ($\$227,600 - \$73,000 * .25 = \$38,650$). See Exhibit B.

10. Additional revenue is projected from the department head/Controller recommended increase in fees multiplied by the units.

A summary of proposed fee increases for 2025 is presented in the attached spreadsheet (Attachment B). The spreadsheet simply lists the 2022 fee, department head and Controller recommendations, and projected revenue for each fee where an increase was proposed. **Fees that are highlighted are the ones that are different than what the budget office suggested.**

Fee increases recommended by the Controller/Budget Office would generate approximately \$93,252 in additional revenue in 2025.

Please do not hesitate to contact me if you have any questions regarding this information.

Attachments



MEMO

TO: Ryan Chesney

FROM: Holly Guild

DATE: 3/14/24

RE: Proposed 2025 Animal Control Fees

We are submitting for your consideration the following changes to the proposed 2025 animal control fees:

Adoption Fees Lines 10-15: Beginning next year we would like to combine all costs into an adoption “package” to include the adoption fee, all medical care/vaccines and a microchip. Our proposed amounts will result in an overall increase of revenue in comparison to your proposed numbers. We are requesting the following:

Puppy Adoption: 175.00

Dog Adoption: 125.00

Senior Dog Adoption: 75.00

Kitten Adoption: 100.00 **NEW ITEM**

Cat Adoption: 70.00

Senior Cat Adoption: 30.00

Euthanasia Fee Line 28

We would like to keep this fee at its current amount of 150.00 with no increase. Many people already struggle to pay this amount and we don’t ever want a pet to suffer unnecessarily because their family can’t afford to have them euthanized.

Rabies and Bordetella Vaccines Lines 35 & 36

We would like to decrease the amount for a rabies vaccine for a redeemed pet to 15.00 and for a bordetella vaccine for a redeemed pet to 20.00. These vaccines are currently offered at no cost to the general public through our vaccine clinics and are grant funded.



Scott Wriggelsworth

Andrew Bouck
Undersheriff

Sheriff

Darin Southworth
Chief Deputy

INGHAM COUNTY SHERIFF'S OFFICE

TO: Ryan Chesney

FROM: Undersheriff Andrew R. Bouck

DATE: April 3, 2024

RE: 2025 County Fees (ICSO proposed changes)

Proposed changes by Line:

48 Day Rate: Day Rate / "Pay to Stay" rate lowered to \$8 a day as of May 1, 2019 by Judge approval. Documentation available in the Ingham County Correctional Facility Inmate Guide

NO changes to lines 49 through 54

55 Pistol Entry database verification: NO Charge / \$0 Drop Box item, NO human contact

NO changes to lines 56 and 57

58 False Alarm fee – third offense: NO Charge / \$0, NO mechanism or staff to track, bill and collect

NO changes to lines 59 and 60

61 False Alarm fee – forth offense: NO Charge / \$0 NO mechanism or staff to track, bill and collect

MEMORANDUM OF REORGANIZATION

TO: Financial Services
FROM: Michael J. Dillon, Court Administrator
DATE: March 25, 2024
SUBJECT: 2025 Budget - Decrease in Fees

We are proposing a decrease in the fee amounts for presentence investigation and probation oversight. I'm not sure of why the oversight but we have been charging \$35 for probation oversight fees and \$100 for presentence fees since 2022.

TO: Ingham County Budget Office
FROM: Scott LeRoy, Circuit Court Administrator
CC: Nick Hefty, Deputy Court Administrator
Annette Ellison, Deputy Court Administrator
Helen Walker, Deputy Court Administrator
DATE: March 20, 2023
SUBJECT: **2025 County Fee Analysis**

Concerning the **Family Division Court Costs and Truancy Court Costs**, it is essential to note recent legislative changes. According to PA 301 and PA 302 of 2023, beginning October 1, 2024, juvenile courts will no longer have the authority to assess and collect fines, fees, costs, and assessments, including DNA fees. Only restitution and Crime Victims Assessment fees are able to be assessed and collected.

Addressing the issue of **FOC Bench Warrants**, the Circuit Court expresses strong opposition to the proposed increase in the FOC Bench Warrant fee from \$275 to \$300. Notably, our current fee is already the highest in the state, with our office collecting more bench warrant fees than any other FOC office statewide. Attached for your reference is a comprehensive report on 2022 Annual FOC bench warrant fee collections across Michigan as reported in the 2022 Annual SCAO-41 Report. Of the 77 FOC offices that reported, only 24 collect such fees, and Ingham County alone accounted for a significant portion of the statewide collections.

It is crucial to consider that a considerable number of individuals with outstanding bench warrants lack the financial means to pay, as evidenced by their failure to meet child support obligations. Consequently, the FOC routinely ends up waiving substantial amounts in bench warrant fees owed by indigent and low-income individuals since these fees are often uncollectible.

This analysis underscores the complexities and inequities involved in imposing additional financial burdens on individuals already struggling to meet their obligations. As such, the Circuit Court advocates for a more cautious approach in reconsidering the proposed increase in FOC Bench Warrant fees.

Should you require further information or clarification on these matters, please do not hesitate to reach out.

STATS from 2022 Annual SCAO-41

| Year | County | Sec2e |
|----------|------------------|---------------|
| Calendar | | Support Bench |
| Year | County(ies) | Warrant Fees |
| 2022 | Alcona | \$ - |
| 2022 | Alger | \$ - |
| 2022 | Allegan | \$ 5,105.00 |
| 2022 | Alpena and M | \$ - |
| 2022 | Antrim, Grand | \$ 21,800.00 |
| 2022 | Arenac | \$ - |
| 2022 | Baraga, Houghton | \$ - |
| 2022 | Barry | \$ 2,830.72 |
| 2022 | Bay | \$ - |
| 2022 | Benzie | \$ - |
| 2022 | Berrien | \$ 2,850.00 |
| 2022 | Branch | \$ 1,074.62 |
| 2022 | Calhoun | \$ 7,964.00 |
| 2022 | Cass | \$ - |
| 2022 | Charlevoix | \$ 770.00 |
| 2022 | Cheboygan | \$ - |
| 2022 | Chippewa | \$ - |
| 2022 | Clare | \$ - |
| 2022 | Clinton | \$ - |
| 2022 | Crawford | \$ - |
| 2022 | Delta | \$ - |
| 2022 | Dickinson | \$ - |
| 2022 | Eaton | \$ - |
| 2022 | Emmet | \$ - |
| 2022 | Genesee | \$ - |
| 2022 | Gladwin | \$ - |
| 2022 | Gogebic | \$ - |
| 2022 | Gratiot | \$ - |
| 2022 | Hillsdale | \$ - |
| 2022 | Huron | \$ - |
| 2022 | Ingham | \$ 122,455.50 |
| 2022 | Ionia | \$ 7,196.84 |
| 2022 | Iosco | \$ - |
| 2022 | Iron | \$ - |
| 2022 | Isabella | \$ 17.24 |
| 2022 | Jackson | \$ 23,518.86 |
| 2022 | Kalamazoo | \$ - |
| 2022 | Kalkaska | \$ 2,690.08 |
| 2022 | Kent | \$ 57,874.60 |
| 2022 | Lake | \$ - |
| 2022 | Lapeer | \$ 3,667.50 |
| 2022 | Lenawee | \$ - |

| | | |
|----------------------|-----------|---------------------|
| 2022 Livingston | \$ | 900.00 |
| 2022 Luce | \$ | - |
| 2022 Mackinac | \$ | 322.96 |
| 2022 Macomb | \$ | - |
| 2022 Manistee | \$ | - |
| 2022 Marquette | \$ | - |
| 2022 Mason | \$ | - |
| 2022 Mecosta | \$ | - |
| 2022 Menominee | \$ | - |
| 2022 Midland | \$ | - |
| 2022 Missaukee an | \$ | - |
| 2022 Monroe | \$ | - |
| 2022 Montcalm | \$ | - |
| 2022 Muskegon | \$ | 2,071.78 |
| 2022 Newaygo | \$ | 8,384.75 |
| 2022 Oakland | \$ | 92,302.80 |
| 2022 Oceana | \$ | 7,250.00 |
| 2022 Ogemaw | \$ | - |
| 2022 Ontonagon | \$ | - |
| 2022 Osceola | \$ | - |
| 2022 Oscoda | \$ | - |
| 2022 Otsego | \$ | - |
| 2022 Ottawa | \$ | 10,115.29 |
| 2022 Presque Isle | \$ | - |
| 2022 Roscommon | \$ | - |
| 2022 Saginaw | \$ | 798.52 |
| 2022 Sanilac | \$ | - |
| 2022 Saint Joseph | \$ | - |
| 2022 Schoolcraft | \$ | 200.41 |
| 2022 Shiawassee | \$ | 7,066.05 |
| 2022 Saint Clair | \$ | - |
| 2022 Tuscola | \$ | - |
| 2022 VanBuren | \$ | - |
| 2022 Washtenaw | \$ | - |
| 2022 Wayne | \$ | - |
| Statewide Tot | \$ | \$389,227.52 |

Attachment A

2025 County Fees Analysis
Law and Courts Committee

| Location of Service | Fee Description | 2024 Cost | 2025 Cost Increase Factor | 2025 Cost | Target Percent | 2022 Fee | 2025 Calc. Fee | 2025 Initial Prop. Fee | Units | Controller/ Department Recommended | Additional Revenue |
|---------------------|--|------------|---------------------------|------------|----------------|----------|----------------|------------------------|--------|------------------------------------|--------------------|
| | Enforcement/Dog License Fees | | | | | | | | | | |
| Animal Control | Sterilized | \$74.08 | 5.1% | \$77.86 | 25.0% | \$16.00 | \$19.46 | \$18.00 | 15,000 | \$18.00 | \$30,000 |
| Animal Control | Sterilized - Delinquent | \$238.93 | 5.1% | \$251.12 | 25.0% | \$31.00 | \$62.78 | \$36.00 | 3,916 | \$36.00 | \$19,580 |
| Animal Control | Sterilized - 3 year License | \$168.95 | 5.1% | \$177.57 | 25.0% | \$36.00 | \$44.39 | \$40.00 | 3,000 | \$40.00 | \$12,000 |
| Animal Control | Un-Sterilized | \$233.92 | 5.1% | \$245.85 | 75.0% | \$46.00 | \$184.39 | \$48.00 | 6,311 | \$48.00 | \$12,622 |
| Animal Control | Un-Sterilized - Delinquent | \$467.85 | 5.1% | \$491.71 | 75.0% | \$91.00 | \$368.78 | \$96.00 | 805 | \$96.00 | \$4,025 |
| Animal Control | Un-Sterilized - 3 year License | \$563.18 | 5.1% | \$591.90 | 75.0% | \$135.00 | \$443.92 | \$140.00 | 320 | \$140.00 | \$1,600 |
| Animal Control | Boarding Fee-Dangerous Animals | \$114.36 | 5.1% | \$120.20 | 100.0% | \$80.00 | \$120.20 | \$90.00 | 300 | \$90.00 | \$3,000 |
| Animal Control | Boarding Fee per day-others | \$56.32 | 5.1% | \$59.19 | 75.0% | \$37.00 | \$44.39 | \$40.00 | 1,900 | \$40.00 | \$5,700 |
| Animal Control | Adoption Fee | | | | | | | | | | |
| Animal Control | Dogs(under six years of age)- | \$420.60 | 5.1% | \$426.84 | 75.0% | \$77.00 | \$95.13 | \$80.00 | 550 | \$0.00 | (\$42,350) |
| Animal Control | Dogs(six years or older)- | \$34.19 | 5.1% | \$32.78 | 75.0% | \$20.00 | \$24.59 | \$22.00 | 400 | \$0.00 | (\$2,000) |
| Animal Control | Puppies(age four months or less)- | \$181.03 | 5.1% | \$190.26 | 75.0% | \$120.00 | \$142.70 | \$130.00 | 400 | \$0.00 | (\$22,800) |
| Animal Control | Cats(under six years of age)- | \$403.07 | 5.1% | \$409.27 | 75.0% | \$66.00 | \$81.95 | \$70.00 | 450 | \$0.00 | (\$29,700) |
| Animal Control | Cats(six years or older)- | \$41.59 | 5.1% | \$43.74 | 75.0% | \$27.00 | \$32.78 | \$30.00 | 50 | \$0.00 | (\$1,350) |
| Animal Control | Adoption Package Fee NEW(12) | | | | | | | | | | |
| Animal Control | Puppies(age-four months or less) NEW | | | \$175.00 | 100.0% | | \$175.00 | \$175.00 | 190 | \$175.00 | \$33,250 |
| Animal Control | Dogs(under six years old) NEW | | | \$125.00 | 100.0% | | \$125.00 | \$125.00 | 550 | \$125.00 | \$68,750 |
| Animal Control | Senior Dogs(six years or older) NEW | | | \$75.00 | 100.0% | | \$75.00 | \$75.00 | 100 | \$75.00 | \$7,500 |
| Animal Control | Kittens(age-four months or less) NEW | | | \$100.00 | 100.0% | | \$100.00 | \$100.00 | 220 | \$100.00 | \$22,000 |
| Animal Control | Cats(under six years of age) NEW | | | \$70.00 | 100.0% | | \$70.00 | \$70.00 | 230 | \$70.00 | \$16,100 |
| Animal Control | Cats(six years or older) NEW | | | \$30.00 | 100.0% | | \$30.00 | \$30.00 | 50 | \$30.00 | \$1,500 |
| Animal Control | Animal Redemption | | | | | | | | | | |
| Animal Control | Animal Redemption - 1st offense | \$51.89 | 5.1% | \$54.54 | 60.0% | \$27.00 | \$32.72 | \$30.00 | 350 | \$30.00 | \$1,050 |
| Animal Control | Animal Redemption - 2nd offense | \$62.38 | 5.1% | \$65.56 | 100.0% | \$54.00 | \$65.56 | \$60.00 | 50 | \$60.00 | \$300 |
| Animal Control | Animal Redemption - 3rd offense | \$119.47 | 5.1% | \$125.56 | 100.0% | \$105.00 | \$125.56 | \$110.00 | 20 | \$110.00 | \$100 |
| Animal Control | Animal Redemption - after 3rd offense | \$187.14 | 5.1% | \$196.68 | 100.0% | \$165.00 | \$196.68 | \$175.00 | 3 | \$175.00 | \$30 |
| Animal Control | Euthanasia Fee | \$222.38 | 5.1% | \$233.72 | 100.0% | \$150.00 | \$233.72 | \$160.00 | 50 | \$150.00 | \$0 |
| Animal Control | Ten Dog Kennel Inspection Fee | \$190.61 | 5.1% | \$200.34 | 100.0% | \$170.00 | \$200.34 | \$180.00 | 10 | \$180.00 | \$100 |
| Animal Control | Over Ten Dog Kennel Inspection Fee | \$222.38 | 5.1% | \$233.72 | 100.0% | \$195.00 | \$233.72 | \$200.00 | 10 | \$200.00 | \$50 |
| Animal Control | Owner Surrender | \$56.32 | 5.1% | \$59.19 | 100.0% | \$48.00 | \$59.19 | \$50.00 | 1,100 | \$50.00 | \$2,200 |
| Animal Control | Owner Pick-up Fee | \$56.32 | 5.1% | \$59.19 | 100.0% | \$49.00 | \$59.19 | \$50.00 | 40 | \$50.00 | \$40 |
| Animal Control | Rabies Decap | \$57.50 | 5.1% | \$60.44 | 100.0% | \$51.00 | \$60.44 | \$55.00 | 20 | \$55.00 | \$80 |
| Animal Control | Tranq. At-Large Fee | \$56.32 | 5.1% | \$59.19 | 100.0% | \$49.00 | \$59.19 | \$50.00 | 40 | \$50.00 | \$40 |
| Animal Control | Rabies vaccination on redeemed dogs | \$25.42 | 5.1% | \$26.71 | 100.0% | \$22.00 | \$26.71 | \$25.00 | 350 | \$15.00 | (\$2,450) |
| Animal Control | Bordatella Vaccination-redeemed dogs | \$24.01 | 5.1% | \$25.23 | 100.0% | \$21.00 | \$25.23 | \$25.00 | 490 | \$20.00 | (\$490) |
| Animal Control | Spay/neuter deposit-Owners redeeming pet | \$99.21 | 5.1% | \$104.27 | 100.0% | \$84.00 | \$104.27 | \$90.00 | 212 | \$90.00 | \$1,272 |
| Animal Control | Spay & Neuter Program Fees - Vouchers | | | | | | | | | | |
| Animal Control | Dogs-Male | \$62.16 | 5.1% | \$65.33 | 100.0% | \$55.00 | \$65.33 | \$57.00 | 173 | \$60.00 | \$865 |
| Animal Control | Dogs-Female | \$67.81 | 5.1% | \$71.27 | 100.0% | \$60.00 | \$71.27 | \$62.00 | 165 | \$65.00 | \$825 |
| Animal Control | Cats-Male | \$33.91 | 5.1% | \$35.64 | 100.0% | \$30.00 | \$35.64 | \$32.00 | 151 | \$35.00 | \$755 |
| Animal Control | Cats-Female | \$45.21 | 5.1% | \$47.51 | 100.0% | \$40.00 | \$47.51 | \$42.00 | 231 | \$45.00 | \$1,155 |
| Pros Atty | Diversion - Initial Interview | \$86.80 | 5.1% | \$91.22 | 50.0% | \$38.00 | \$45.61 | \$40.00 | 450 | \$40.00 | \$900 |
| Pros Atty | Diversion - Misdemeanor Offender | \$1,134.05 | 5.1% | \$1,191.88 | 50.0% | \$490.00 | \$595.94 | \$500.00 | 488 | \$500.00 | \$4,880 |
| Pros Atty | Diversion - Felony Offender | \$2,041.28 | 5.1% | \$2,145.39 | 50.0% | \$850.00 | \$1,072.69 | \$870.00 | 112 | \$870.00 | \$2,240 |
| Pros Atty | Costs-eligible convictions - Guilty Plea | \$179.42 | 5.1% | \$188.57 | 75.0% | \$120.00 | \$141.42 | \$125.00 | 600 | \$125.00 | \$3,000 |
| Pros Atty | Costs for eligible convictions - Trial | \$2,871.01 | 5.1% | \$3,017.43 | 10.0% | \$255.00 | \$301.74 | \$260.00 | 11 | \$260.00 | \$55 |

| | Location of Service | Fee Description | 2024 Cost | 2025 Cost Increase Factor | 2025 Cost | Target Percent | 2022 Fee | 2025 Calc. Fee | 2025 Initial Prop. Fee | Units | Controller/ Department Recommended | Additional Revenue |
|----|---------------------|--|--------------------|---------------------------|--------------------|-------------------|---------------------|--------------------|------------------------|--------|------------------------------------|--------------------|
| 48 | Jail | Day Rate (1) | \$66.43 | 5.1% | \$69.82 | 100.0% | \$9.00 | \$69.82 | \$10.00 | 20,112 | \$8.00 | (\$20,112) |
| 49 | Sheriff | Accident/Incident Report * | \$6.22 | 5.1% | \$6.54 | 100.0% | \$5.00 | \$6.54 | \$5.00 | 670 | \$5.00 | \$0 |
| 50 | Sheriff | OWI arrest resulting in conviction | \$307.22 | 5.1% | \$322.89 | 100.0% | Varies | \$322.89 | Varies | 80 | Varies | \$0 |
| 51 | Sheriff | Fingerprinting and/or Palm Printing (13) | \$19.49 | 5.1% | \$20.48 | 100.0% | \$20.00 | \$20.48 | \$20.00 | 711 | \$20.00 | \$0 |
| 52 | Sheriff | Public Notary Fee for gun permits (2) | \$12.23 | 5.1% | \$12.85 | 100.0% | \$10.00 | \$12.85 | \$10.00 | 421 | \$10.00 | \$0 |
| 53 | Sheriff | Costs for Command per hour | \$78.99 | 5.1% | \$83.01 | 100.0% | \$70.86 | \$83.01 | \$83.01 | 0 | \$83.01 | \$0 |
| 54 | Sheriff | Costs for Deputy per hour | \$70.84 | 5.1% | \$74.46 | 100.0% | \$63.56 | \$74.46 | \$74.46 | 0 | \$74.46 | \$0 |
| 55 | Sheriff | Pistol Entry database verification (3) | \$1.23 | 5.1% | \$1.29 | 100.0% | \$1.00 | \$1.29 | \$1.00 | 0 | \$0.00 | \$0 |
| | | Cert. of Reg for Precious Metal/Gem Dealer License (5) | \$66.14 | 5.1% | \$69.52 | 100.0% | \$50.00 | \$69.52 | \$50.00 | 1 | \$50.00 | \$0 |
| 56 | Sheriff | Road Bonds per Warrant | \$11.79 | 5.1% | \$12.39 | 100.0% | \$10.00 | \$12.39 | \$12.00 | 65 | \$12.00 | \$130 |
| 58 | Sheriff | False Alarm Fee-third offense- | \$52.04 | 5.1% | \$55.64 | 400.0% | \$47.00 | \$55.64 | \$50.00 | 0 | \$0.00 | \$0 |
| 59 | Sheriff/Em Mgt. | Cost Recovery Fee flat rate per indiv. | \$37.74 | 5.1% | \$39.66 | 100.0% | \$33.00 | \$39.66 | \$35.00 | 0 | \$35.00 | \$0 |
| 60 | Sheriff/Em Mgt. | Cost Recov. Fee flat rate per/hr per vehicle | \$347.90 | 5.1% | \$365.64 | 100.0% | \$305.00 | \$365.64 | \$315.00 | 0 | \$315.00 | \$0 |
| | | False Alarm Fee-fourth offense & subsequent/each-yr- | \$432.28 | 5.1% | \$430.03 | 400.0% | \$415.00 | \$430.03 | \$425.00 | 0 | \$0.00 | \$0 |
| 61 | Sheriff | Work Release (4) | \$64.10 | 5.1% | \$67.37 | 50.0% | \$25.00 | \$33.68 | \$25.00 | 5,250 | \$25.00 | \$0 |
| 63 | District Court | Civil ** | 141.57 | 5.1% | \$148.79 | 50.0% | varies | \$74.40 | varies | 4,264 | 74.40 | \$0 |
| 64 | District Court | Pre-Sentence Reports | \$274.50 | 5.1% | \$288.50 | 100.0% | \$100.00 | \$288.50 | \$125.00 | 75 | \$100.00 | \$0 |
| 65 | District Court | Probation Oversight (per month) | \$144.55 | 5.1% | \$151.93 | 100.0% | \$35.00 | \$151.93 | \$40.00 | 5,220 | \$35.00 | \$0 |
| 66 | District Court | Criminal *** | \$334.11 | 5.1% | \$351.14 | 100.0% | \$275.00 | \$351.14 | \$275.00 | 1,579 | \$275.00 | \$0 |
| 67 | District Court | Traffic **** | 321.48 | 5.1% | \$337.88 | 50.0% | varies | \$168.94 | varies | 17,861 | Varies | \$0 |
| 68 | Circuit Court | Copies (11) | \$4.68 | 5.1% | \$4.92 | 36.0% | \$1.50 | \$1.50 | \$1.50 | 25,000 | \$1.50 | \$0 |
| 69 | Circuit Court | Felony Case Costs (10) | \$913.09 | 5.1% | \$959.65 | 100.0% | \$1,470.00 | \$959.65 | \$1,470.00 | 650 | \$1,470.00 | \$0 |
| 70 | Circuit Court | Show Cause - Probation | \$575.74 | 5.1% | \$605.10 | 100.0% | \$210.00 | \$605.10 | \$225.00 | 130 | \$225.00 | \$1,950 |
| 71 | Circuit Court | GTD Bench Warrants (8) | \$182.79 | 5.1% | \$192.11 | 100.0% | \$160.00 | \$192.11 | \$150.00 | 50 | \$150.00 | (\$500) |
| 72 | Family Division | Delinquency Court Costs | \$502.32 | 5.1% | \$527.94 | 100.0% | \$320.00 | \$527.94 | \$340.00 | 137 | \$0.00 | (\$43,840) |
| 73 | Family Division | Truancy Court Cost | \$117.93 | 5.1% | \$123.95 | 100.0% | \$105.00 | \$123.95 | \$120.00 | 11 | \$0.00 | (\$1,155) |
| 74 | Family Division | Residential Placement (7) | \$0.00 | 5.1% | \$0.00 | 0.0% | \$0.00 | \$0.00 | \$0.00 | 6,092 | \$0.00 | \$0 |
| 75 | Family Division | Youth Center (7) | \$0.00 | 5.1% | \$0.00 | 0.0% | \$0.00 | \$0.00 | \$0.00 | 9,192 | \$0.00 | \$0 |
| 76 | Family Division | In-Home Detention (7) | \$49.11 | 5.1% | \$51.61 | 0.0% | \$0.00 | \$0.00 | \$0.00 | 17,657 | \$0.00 | \$0 |
| 77 | Family Division | Intensive Probation | \$1,161.42 | 5.1% | \$1,220.66 | 0.0% | \$0.00 | \$0.00 | \$0.00 | 970 | \$0.00 | \$0 |
| 78 | Family Division | Regular Probation | \$192.41 | 5.1% | \$202.22 | 0.0% | \$0.00 | \$0.00 | \$0.00 | 5,292 | \$0.00 | \$0 |
| 79 | Family Division | Tether (7) | \$0.00 | 5.1% | \$0.00 | 0.0% | \$0.00 | \$0.00 | \$0.00 | 2,625 | \$0.00 | \$0 |
| 80 | Family Division | Traffic | \$275.20 | 5.1% | \$289.24 | 50.0% | Ticket fee schedule | \$144.62 | Ticket fee schedule | 1,775 | Ticket fee schedule | \$0 |
| 81 | Family Division | Traffic - Fail to Appear | \$129.43 | 5.1% | \$136.03 | 25.0% | \$29.00 | \$34.01 | \$30.00 | 355 | \$30.00 | \$355 |
| 82 | FOC | FOC Bench Warrants (9) | \$831.12 | 5.1% | \$873.51 | 100.0% | \$275.00 | \$873.51 | \$300.00 | 1,000 | \$275.00 | \$0 |
| | TOTALS | | | | | | | | | | | \$93,252 |

* - Part of FOIA varies - \$5.00 per page for first two pages, \$1.00 per additional page after the first two pages (this includes Accident & Incident Reports, Proof of Incarceration, and Background Checks)

** Civil Fees are set by various State statutes

*** Criminal Court costs set at \$275/case (MCL 769.1k for authority to assess court costs)

**** Traffic Court costs cannot exceed \$100 (MCL 257.907)

(1) The Prisoner Reimbursement to the County Act was increased from a maximum of \$30 per day, to \$60 per day, as currently set forth in MCL 801.83. The reimbursement rate for the contracted beds with the Michigan Department of Corrections is currently set at \$36.00. The rate was changed to \$9/day per Judge approval May 1, 2019.

(2) As stated in MCL 55.285, the fee charged for performing a notarial act shall not be more than \$10.00 for an individual transaction or notarial act.

(3) As stated in MCL 28.422a, a local police or sheriff may charge up to \$1.00 for the cost of providing, to the owner, a copy of information that was entered in the pistol entry database.

(4) Courts ordering work release are encouraged to recognize that the cost of administering work release at the jail has been calculated at \$50.00 per day, but is charged at 50% of that amount, \$25/day, if paid in certain time. Sometimes, the Judge will order a different amount.

(5) As stated in MCL 445.483 (4) the fee cannot exceed \$50.00

(7) Cost based on US Dept of Health and Human Services Federal Poverty Guidelines for 2015

(8) The Circuit Court has adopted a bench warrant fee of \$150.

(9) Please see the attached memo from Harry Moxley.

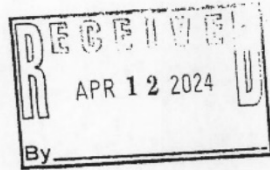
(10) Pursuant to the amendment of MCL 769.1k, the Court requested that the SCAO calculate the average costs of a criminal case. Based on three years of budget data, and the assumption that we would continue to assess attorney fees separately, the SCAO has calculated our average cost of a criminal case at \$1,471. The Circuit Court Judges have agreed that they will assess up to \$1,470 in court costs based on the specifics of each case. The additional revenue of \$533,000 will only be realized if the Judges assess the highest amount of \$1,470 on each case, which is unlikely.

(11) The Circuit Court raised the per page copy cost to \$1.50 per page. This increase, which has been approved by the SCAO, was made to keep abreast of increased supply costs and to mitigate the loss of revenue we would experience by no longer being able to charge for online access to Register of Actions and name searches.

(12) Adoption package includes adoption fee, medical care, vaccines, and a microchip.

(13) On top of this fee, \$43.25 is charged and paid to the State of Michigan.

5102 (Rev. 01-19)



AGENDA ITEM# 1

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY
LANSING

RACHAEL EUBANKS
STATE TREASURER

April 10, 2024

Ingham County Board of Commissioners
PO Box 319
Mason, MI 48854

Dear Ingham County Board of Commissioners,

Public Act 12 of 2024 signed by the Governor on March 12, 2024, amended the General Property Tax Act to allow a county to opt out of the requirement to appoint a Designated Assessor.

This Act provides that if a county decides to opt out of the requirement to appoint a Designated Assessor the State Tax Commission will appoint an individual to serve if an assessing district is not in substantial compliance per Public Act 660 of 2018 (MCL 211.10g).

In the event the State Tax Commission appoints a Designated Assessor the local unit will be responsible for covering all expenses related to the Designated Assessor appointed to oversee and manage the annual assessment roll.

Additionally, if the county does not appoint a Designated Assessor statute requires the Commission to appoint one if the local unit is in noncompliance.

Your county currently operates under an interlocal agreement with an appointed Designated Assessor. The county has the option to elect to opt out of appointing a Designated Assessor and have the Commission appoint one when one is required.

To opt out of a Designated Assessor the County must provide the following:

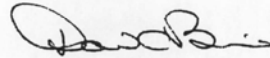
- Provide the State Tax Commission with a Petition to Opt-Out of County Designated Assessor and Interlocal Opt-Out Agreement. The interlocal Opt-Out agreement must be endorsed by the county's Board of Commissioners and a majority of the assessing districts within the county.

Page 2

The opt-out petition, Form 6091, and Interlocal Opt-Out Agreement Template can be found on the State Tax Commission website: www.michigan.gov/statetaxcommission

Please contact state-tax-commission@michigan.gov with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "David Buick", written in a cursive style.

David A. Buick
Executive Director, State Tax Commission

Cc: Rosemary Anger, Equalization Director