INGHAM COUNTY BOARD OF COMMISSIONERS **MARCH 28, 2017**
REGULAR MEETING – 6:30 P.M.
COMMISIONERS ROOM, COURTHOUSE
MASON, MICHIGAN

AGENDA

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. TIME FOR MEDITATION

V. APPROVAL OF THE MINUTES FROM **MARCH 14, 2017**

VI. ADDITIONS TO THE AGENDA

VII. PETITIONS AND COMMUNICATIONS

1. A NOTICE OF PUBLIC HEARING FOR THE CITY OF LANSING TO ESTABLISH AN OBSOLETE PROPERTY REHABILITATION DISTRICT FOR THE PROPERTY LOCATED AT 629 WEST HILLSDALE STREET, LANSING, MICHIGAN

2. A NOTICE OF PUBLIC HEARING FOR THE CITY OF LANSING TO APPROVE AN OBSOLETE PROPERTY REHABILITATION CERTIFICATE FOR THE PROPERTY LOCATED AT 629 WEST HILLSDALE STREET, LANSING, MICHIGAN

3. A NOTICE OF PUBLIC HEARING FOR THE CITY OF LANSING TO ESTABLISH AN OBSOLETE PROPERTY REHABILITATION DISTRICT FOR THE PROPERTY LOCATED AT 1101 & 1103 SOUTH WASHINGTON STREET, LANSING, MICHIGAN

4. A NOTICE OF PUBLIC HEARING FOR THE CITY OF LANSING TO APPROVE BROWNFIELD PLAN #20A-REV-1-LORANN OILS, INC. FOR THE PROPERTY LOCATED AT 4518 AURELIUS ROAD, LANSING, MICHIGAN

5. A NOTICE OF PUBLIC HEARING FOR THE CITY OF LANSING TO APPROVE BROWNFIELD PLAN #67- 2200 BLOCK REDEVELOPMENT PROJECT FOR THE PROPERTY LOCATED AT 2216 & 2224 EAST MICHIGAN AVENUE, LANSING, MICHIGAN

6. A LETTER FROM THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL AIR QUALITY REGARDING ITS PENDING NEW SOURCE REVIEW APPLICATION REPORT

VIII. LIMITED PUBLIC COMMENT

IX. CLARIFICATION/INFORMATION PROVIDED BY COMMITTEE CHAIR

X. CONSIDERATION OF CONSENT AGENDA

XI. COMMITTEE REPORTS AND RESOLUTIONS

7. COUNTY SERVICES COMMITTEE – RESOLUTION TO APPROVE THE FARMLAND AND OPEN SPACE PRESERVATION BOARD'S RECOMMENDED SELECTION CRITERIA AND APPLICATION CYCLE FOR 2017

8. COUNTY SERVICES COMMITTEE – RESOLUTION TO HONOR RANDY NEFF

9. COUNTY SERVICES COMMITTEE – RESOLUTION TO APPROVE THE SPECIAL AND ROUTINE ROAD DEPARTMENT PERMITS

10. COUNTY SERVICES COMMITTEE – RESOLUTION CREATING A SPECIAL COMPLETE STREETS COMMITTEE

11. COUNTY SERVICES COMMITTEE – RESOLUTION ESTABLISHING A SPECIAL TRAILS AND PARKS COMMITTEE

12. COUNTY SERVICES COMMITTEE – RESOLUTION DECLARING MARCH 31, 2017 AS "CESAR E. CHAVEZ DAY" IN INGHAM COUNTY

13. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO APPROVE A LETTER OF UNDERSTANDING WITH THE INGHAM COUNTY EMPLOYEES' ASSOCIATION ASSISTANT PROSECUTING ATTORNEY DIVISION

14. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO ADOPT A FEE INCREASE FOR EXPEDITED SERVICE FOR CERTIFIED COPIES OF VITAL RECORDS ISSUED BY THE COUNTY CLERK'S OFFICE

15. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AWARD A CONTRACT FOR REPLACEMENT OF LIGHT FIXTURES AT THE INGHAM COUNTY COURTHOUSE

16. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AWARD A CONTRACT FOR REPLACEMENT OF THE AIR SEPARATOR AT THE HUMAN SERVICES BUILDING

17. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE A CONTRACT TO STRIP, CLEAN, AND SEAL TILE FLOORS AT THE INGHAM COUNTY COURTHOUSE

18. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AWARD A CONTRACT TO REBUILD THREE-WAY CHILLED WATER CONTROL VALVES AT THE HUMAN SERVICES BUILDING

19. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AWARD A CONTRACT FOR REPLACEMENT OF AN AIR COMPRESSOR AT THE HUMAN SERVICES BUILDING

20. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AWARD A CONTRACT FOR MONUMENTATION AND REMONUMENTATION PROJECT REPRESENTATIVE

21. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AWARD CONTRACTS FOR REMONUMENTATION PROJECT SURVEYORS

22. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AWARD CONTRACTS FOR PEER REVIEW GROUP MEMBERS

23. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO APPROVE A BROWNFIELD PLAN FOR THE K3 PROPERTY

24. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT FOR THE BIENNIAL BRIDGE INSPECTION PROGRAM

25. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE A BRIDGE DESIGN PROFESSIONAL ENGINEERING SERVICES CONTRACT

26. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE THE PURCHASE OF SEASONAL REQUIREMENT OF HOT MIX ASPHALT MIXTURES

27. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE THE PURCHASE OF SEASONAL REQUIREMENT OF ASHPALT EMULSIONS

28. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE PURCHASE OF COLLAPSIBLE HORSE STALLS

29. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE TRANSPORT OF A BLACK RHINO

30. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE ACCEPTANCE OF A MICHIGAN RECREATION PASSPORT GRANT PROJECT AGREEMENT

31. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE APPLICATION FOR A RECREATION PASSPORT PROGRAM GRANT

32. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE APPLICATION FOR A MICHIGAN NATURAL RESOURCES TRUST FUND GRANT

33. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO ADOPT THE INGHAM COUNTY PARKS AND RECREATION 2018-2022 MASTER PLAN

34. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE CONTRACTS FOR TRAILS AND PARKS MILLAGE APPLICATIONS

35. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE ACCEPTANCE OF TWO PARCELS OF LAND

36. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION CONSOLIDATING PARKS DEPARTMENT FEE WAIVER POLICIES

37. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO APPROVE A CONTRACT OF LEASE AND SUBLEASE FOR THE COMMUNITY MENTAL HEALTH BUILDING

38. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO APPROVE A GROUND LEASE FOR THE COMMUNITY MENTAL HEALTH BUILDING

39. FINANCE COMMITTEE – RESOLUTIONS AUTHORIZING 2017 ADMINISTRATIVE FUND

40. FINANCE COMMITTEE – 2017 BORROWING RESOLUTION (2016 DELINQUENT TAXES)

41. HUMAN SERVICES COMMITTEE – RESOLUTION TO SUPPORT THE CONTINUING ASSISTANCE OF THE INGHAM COUNTY HEALTH DEPARTMENT IN WORKING WITH COMMUNITY ORGANIZATIONS THAT SEEK TO DEVELOP A NEEDLE EXCHANGE PROGRAM

42. HUMAN SERVICES COMMITTEE – RESOLUTION HONORING PAM LOVE

43. HUMAN SERVICES COMMITTEE – RESOLUTION HONORING JEFFREY MEIER, D.O.

44. HUMAN SERVICES, COUNTY SERVICES, AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE A SUBCONTRACT WITH THE CITY OF LANSING, A SUBCONTRACT WITH REFUGEE DEVELOPMENT CENTER, AND A 0.5 FTE COMMUNITY HEALTH WORKER

45. HUMAN SERVICES AND FINANCE COMMITTEES – RESOLUTION AWARDING A CONTRACT TO J.W. DESIGN TO PROVIDE PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR RENOVATING PORTIONS OF THE INGHAM COUNTY HEALTH DEPARTMENT

46. HUMAN SERVICES AND FINANCE COMMITTEES – RESOLUTION AUTHORIZING AN AGREEMENT WITH MCKESSON MEDICAL-SURGICAL INC. FOR LEADCARE II ANALYZERS

47. LAW & COURTS COMMITTEE – RESOLUTION HONORING MARY LOU DOBIAS

48. LAW & COURTS COMMITTEE – RESOLUTION HONORING PAM HENRY

49. LAW & COURTS COMMITTEE – RESOLUTION HONORING DEE BERNARDI

50. LAW & COURTS COMMITTEE – RESOLUTION TO CHANGE THE HOURS OF OPERATION OF THE INGHAM COUNTY ANIMAL CONTROL SHELTER

51. LAW & COURTS COMMITTEE – RESOLUTION TO APPROVE THE LETTER OF UNDERSTANDING WITH CAPITOL CITY LABOR PROGRAM CORRECTIONS UNIT

XIII. SPECIAL ORDERS OF THE DAY

XIV. PUBLIC COMMENT

XV. COMMISSIONER ANNOUNCEMENTS

XV. CONSIDERATION AND ALLOWANCE OF CLAIMS

XVI. ADJOURNMENT

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, 517-676-7200.

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

FULL BOARD PACKETS ARE AVAILABLE AT: www.ingham.org

MARCH 14, 2017 REGULAR MEETING

Board of Commissioners Room – Courthouse
Mason, Michigan – 6:30 p.m.
March 14, 2017

CALL TO ORDER

Chairperson Anthony called the March 14, 2017 Regular Meeting of the Ingham County Board of Commissioners to order at 6:30 p.m.

Members Present at Roll Call: Banas, Case-Naeyaert, Celentino, Crenshaw, Grebner, Hope, Koenig, Maiville, McGrain, Nolan, Schafer, Sebolt, Tennis and Anthony

Members Absent: None

A quorum was present.

PLEDGE OF ALLEGIANCE

Chairperson Anthony asked new Deputy Controller Teri Morton to lead the Board in the Pledge of Allegiance.

TIME FOR MEDITATION

Chairperson Anthony asked those present to remain standing for a moment of silence or prayer.

APPROVAL OF THE MINUTES

Commissioner Crenshaw moved to approve the minutes of the February 28, 2017 meeting. Commissioner Maiville supported the motion.

The motion to approve the minutes carried unanimously.

ADDITIONS TO THE AGENDA

Chairperson Anthony indicated that Board rules state resolutions would ordinarily be referred to a committee unless there was a 2/3 vote to allow the resolution to be considered by the Board immediately.

Moved by Commissioner Nolan, supported by Commissioner Banas, to add the following resolution:

Resolution to Authorize Ingham County to Join Meridian Township in a Joint Amicus Brief to the Michigan Supreme Court

The motion carried by unanimous roll call vote.

Chairperson Anthony stated that the resolution would be added as Agenda Item No. 29.

PETITIONS AND COMMUNICATIONS

A LETTER FROM THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL AIR QUALITY REGARDING ITS PENDING NEW SOURCE REVIEW APPLICATION REPORT
Chairperson Anthony placed the letter on file.

A LETTER FROM CHRISTINA DOKTER REGARDING HER RESIGNATION FROM THE INGHAM COUNTY BOARD OF HEALTH
Chairperson Anthony accepted the letter and placed it on file.

A LETTER FROM MERIDIAN TOWNSHIP REGARDING THE DISTRIBUTION OF ITS UPDATED MASTER PLAN
Chairperson Anthony placed the letter on file.

A LETTER FROM MERIDIAN TOWNSHIP REGARDING THE UPDATE OF ITS MASTER PLAN
Chairperson Anthony placed the letter on file.

AN EMAIL FROM RITA VOGEL REGARDING HER RESIGNATION FROM THE INGHAM COUNTY HISTORIC COMMISSION
Chairperson Anthony accepted the letter and placed it on file.

AN EMAIL REGARDING THE RESIGNATION OF JESSICA RANDALL FROM THE INGHAM COUNTY WOMEN'S COMMISSION
Chairperson Anthony accepted the letter and placed it on file.

AN EMAIL FROM KATE TURNER REGARDING HER RESIGNATION FROM THE INGHAM COUNTY ANIMAL CONTROL ADVISORY BOARD
Chairperson Anthony accepted the letter and placed it on file.

LIMITED PUBLIC COMMENT

None.

CLARIFICATION/INFORMATION PROVIDED BY COMMITTEE CHAIR

None.

CONSIDERATION OF CONSENT AGENDA

Commissioner Maiville moved to adopt a consent agenda consisting of all action items. Commissioner Banas supported the motion.

The motion carried unanimously.

Those agenda items that were on the consent agenda were adopted by unanimous roll call vote.

Items voted on separately are so noted in the minutes.

ADOPTED - March 14, 2017
AGENDA ITEM NO. 7

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION SETTING A PUBLIC HEARING FOR A BROWNFIELD PLAN

RESOLUTION # 17 – 060

WHEREAS, the Ingham County Board of Commissioners created the Ingham County Brownfield Redevelopment Authority (ICBRA) in September 2001 (resolution #01-279) pursuant to PA 381 of 1996, as amended (the Act) in order to promote the redevelopment of environmentally distressed, functionally obsolete, and/or blighted areas of the County; and

WHEREAS, the ICBRA recommends approval a Brownfield Plan to redevelop underutilized properties in the City of Mason, Michigan identified with tax ID Numbers 33-19-10-08-476-012 and 33-19-10-08-476-010 (the Property) containing 2.18 acres for a Klavons Restaurant with private investment of approximately $2,500,000 and the creation of 108 FTE jobs; and

WHEREAS, the description of the Property along with any maps and Brownfield (finance) Plan are available for public inspection at the office of the ICBRA, Hilliard Building 121 E Maple Street, Room 104, Mason, MI 48854; and

WHEREAS, pursuant to the Act, the Board of Commissioners is required to hold a public hearing on the approval and adoption of the Brownfield Plan and to publish that notice in accordance with the Act.

THEREFORE BE IT RESOLVED, a public hearing shall be set for March 28, 2017 at 6:30 PM in the Board of Commissioners' Room, Ingham County Courthouse, Mason, MI to hear any interested persons on the adoption of a resolution approving the Brownfield Plan called Klavons Restaurant in Mason, MI.

BE IT FURTHER RESOLVED, that pursuant to the Act, notice of the public hearing shall be provided to taxing jurisdictions that levy taxes subject to capture under the Act and to the public by causing notice to be published in a newspaper of general circulation in the County before the date set for the public hearing.

COUNTY SERVICES: Yeas: Crenshaw, Grebner, Koenig, Sebolt, Maiville
Nays: None **Absent:** Celentino, Nolan **Approved 3/07/2017**

Adopted as part of a consent agenda.

ADOPTED - March 14, 2017
AGENDA ITEM NO. 8

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE SPECIAL AND ROUTINE PERMITS FOR THE INGHAM COUNTY ROAD DEPARTMENT

RESOLUTION # 17 – 061

WHEREAS, as of July 23, 2013, the Ingham County Department of Transportation and Roads became the Ingham County Road Department per Resolution #13-289; and

WHEREAS, the Ingham County Road Commission periodically approved Special and Routine permits as part of the their roles and responsibilities; and

WHEREAS, this is now the responsibility of the Board of Commissioners to approve these permits as necessary.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the attached list of Special and Routine Permits dated February 21, 2017 as submitted.

COUNTY SERVICES: Yeas: Crenshaw, Grebner, Koenig, Sebolt, Maiville
Nays: None **Absent:** Celentino, Nolan **Approved 3/07/2017**

Adopted as part of a consent agenda.

INGHAM COUNTY ROAD DEPARTMENT

DATE: February 21 , 2017

LIST OF CURRENT PERMITS ISSUED

R/W PERMIT#	R/W APPLICANT /CONTRACTOR	R/W WORK	R/W LOCATION	R/W CITY/TWP.	R/W SECTION
2017-064	RON LAUNSTEIN	LAND DIVISION	HAWLEY RD & BARNES RD	VEVAY	26
2017-065	MICHIGAN HEALTH & HOSPITAL ASSOC.	MISCELLANEOUS	UNIVERSITY PARK DR & ALAIEDON PKWY	ALAIEDON	4
2017-066	CONSUMERS ENERGY	ELECTRIC / OH	CEDAR ST & HOWELL RD	ALAIEDON	31
2017-069	CONSUMERS ENERGY	GAS	MARSH RD & LAKE DR	MERIDIAN	10
2017-070	COMCAST	CABLE / UG	MARSH RD & HASLETT RD	MERIDIAN	10
2017-071	COMCAST	CABLE / UG	CENTRAL PARK DR & COLUMBUS	MERIDIAN	22
2017-072	MERIDIAN TOWNSHIP	ROAD CLOSURE	CENTRAL PARK DR & MARSH RD	MERIDIAN	15, 16
2017-073	MERIDIAN TOWNSHIP	ROAD CLOSURE	CENTRAL PARK DR & MARSH RD	MERIDIAN	15, 16
2017-074	WESTSIDE WATER	WATERMAIN	BRYNFORD AVE & SAGINAW ST	LANSING	18
2017-075	CONSUMERS ENERGY	GAS	EDSON ST & LAKE DR	MERIDIAN	10
2017-076	STEPHEN & DEENA PARKER	LANDSCAPING	REYNOLDS ROAD & LEE ST	MERIDIAN	3
2017-078	CONSUMERS ENERGY	ELELCTRIC / UG	SUGAR MAPLE LN & WOODFIELD RD	MERIDIAN	11
2017-079	MERIDIAN TOWNSHIP	ROAD CLOSURE / SPECIAL EVENT	OKEMOS RD & KINAWA DR	MERIDIAN	28
2017-080	AT & T	CABLE / UG	MARSH RD & HASLETT RD	MERIDIAN	10
2017-081	CONSUMERS ENERGY	GAS	MARSH RD & HASLETT RD	MERIDIAN	10

MANAGING DIRECTOR: _____

ADOPTED - March 14, 2017
AGENDA ITEM NO. 9

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE A COLLECTIVE BARGAINING AGREEMENT WAGE REOPENER WITH THE CAPITOL CITY LABOR PROGRAM, INC. – SUPERVISORY OFFICERS UNIT

RESOLUTION # 17 – 062

WHEREAS, a collective bargaining agreement had been reached between representatives of Ingham County and Capitol City Labor Program, Inc. – Supervisory Officers Unit for the period January 1, 2015 through December 31, 2017; and

WHEREAS, the agreement included a wage reopener for 2017; and

WHEREAS, an agreement regarding the 2017wage reopener has been reached between representatives of Ingham County and Capitol City Labor Program, Inc. – Supervisory Officers Unit; and

WHEREAS, the wage reopener agreement for a 1% increase has been ratified by the employees within the bargaining unit.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the 2017 wage reopener agreement between Ingham County and Capitol City Labor Program Inc. – Supervisory Officers Unit.

BE IT FURTHER RESOLVED, that the Human Resources Director is authorized to modify the current collective bargaining agreement to include the modifications of the 2017 wage reopener, subject to the approval as to form by the County Attorney.

COUNTY SERVICES: Yeas: Crenshaw, Grebner, Koenig, Sebolt, Maiville
Nays: None **Absent:** Celentino, Nolan **Approved 3/07/2017**

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Case Naeyaert
Nays: None **Absent:** Tennis, Schafer **Approved 3/08/2017**

Adopted as part of a consent agenda.

ADOPTED - March 14, 2017
AGENDA ITEM NO. 10

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE PURCHASE OF A CARD ACCESS SYSTEM

RESOLUTION # 17 – 063

WHEREAS, Identicard IdentiPass, the existing door card access system that serves the locations listed, reached its end of life in December 2015; and

WHEREAS, Identicard no longer supports the current IdentiPass system; and

WHEREAS, there are no longer parts available for replacement should it fail again, like it did last Fall at the Sheriff's Office; and

WHEREAS, this upgrade will be completed for a total cost of $10,997.88; and

WHEREAS, the funds are available in the 2017 approved CIP line item #245-90210-979000-7FC08, which has a balance of $11,000.00.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes a contract with I.COMM Corporation, 1605 East Kalamazoo Street, Lansing, Michigan, 48912, to upgrade our existing identicard access system at 55th District Court, Hilliard Building, Potter Park Zoo, and the remaining areas at the Sheriff's Office, to the new version of Identicard, known as Premisys, for a total cost of $10,997.88.

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

COUNTY SERVICES: Yeas: Crenshaw, Grebner, Koenig, Sebolt, Maiville
Nays: None **Absent:** Celentino, Nolan **Approved 3/07/2017**

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Case Naeyaert
Nays: None **Absent:** Tennis, Schafer **Approved 3/08/2017**

Adopted as part of a consent agenda.

ADOPTED - March 14, 2017
AGENDA ITEM NO. 11

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH MICHIGAN DEPARTMENT OF TRANSPORTATION FOR BRIDGE REPLACEMENT

RESOLUTION # 17 – 064

WHEREAS, the Ingham County Road Department received federal and state funding to replace the Zimmer Road Bridge over Deer Creek, Wheatfield Township; and

WHEREAS, the PROJECT will be undertaken pursuant to a contract between the State of Michigan/MDOT and the contractor; and

WHEREAS, the County on behalf of the Road Department, in turn, must therefore enter into an associated second party agreement with the State of Michigan/MDOT consistent with the requirement for state and federal funding requirements; and

WHEREAS, the estimated costs for the project are as follows:

Federal Funding:	$ 448,500
State Funding:	$ 84,100
Road Department Match:	$ 28,000
	$ 560,600

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with the State of Michigan/MDOT to effect replacement of the Zimmer Road Bridge over Deer Creek for a total estimated cost of $560,600 consisting of $ 448,500 in federal funding, $84,100 in state funding, and $28,000 in Road Department funds.

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

COUNTY SERVICES: Yeas: Crenshaw, Grebner, Koenig, Sebolt, Maiville
Nays: None **Absent:** Celentino, Nolan **Approved 3/07/2017**

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Case Naeyaert
Nays: None **Absent:** Tennis, Schafer **Approved 3/08/2017**

Adopted as part of a consent agenda.

ADOPTED - March 14, 2017
AGENDA ITEM NO. 12

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE PURCHASE OF 2017 SEASONAL AGGREGATES

RESOLUTION # 17 – 065

WHEREAS, the Road Department annually purchases approximately 19,000 tons of 29A or approved substitute 3/8's x #4, Blast furnace slag and natural aggregates that meet or exceeds the 2012 MDOT Standard Specifications for Construction, section 902 aggregates, for use in road chip-sealing and various other road maintenance operations; and

WHEREAS, the Road Department adopted 2017 budget includes controllable expenditures and funds, for this and other maintenance material purchases; and

WHEREAS, bids for 29A with an approved substitute 3/8's x #4 blast furnace slag and natural aggregate were solicited and evaluated by the Ingham County Purchasing Department per Request for Proposals (RFP) #36-17, and it is their recommendation, with the concurrence of Road Department staff, to award these bids and purchases on an as-needed, unit price per ton basis; and

WHEREAS, a blanket PO shall be processed with materials delivered to the 3 Road Department locations based on availability of required material, with preference based on lowest qualifying bid unit price per ton and a quantity not to exceed $475,000; and

WHEREAS, it is the recommendation of the Purchasing department and Road department to purchase 29A crushed natural aggregate from Gerken Materials Inc., 29A Blast furnace slag from Yellow Rose Transport Inc., 3/8's x #4 Blast furnace slag from Edward C. Levy Co., delivered to the Metro, Eastern and Western garages and to award bid and purchase on an as-needed, unit price per ton basis.

THEREFORE BE IT RESOLVED, the Board of Commissioners accepts the bids, and authorizes the purchases on an as-needed, unit price per ton basis, based on availability of required material, with preference based on lowest qualifying bid unit price per ton and quality of material to:

1. Yellow Rose Transport, 29A blast furnace slag @ $25.00 a ton, with an estimated quantity of 8000 ton delivered to the Western and Metro facilities.
2. Edward C. Levy Co., 3/8's x #4 blast furnace slag @ 24.45 a ton, with an estimated quantity of 9500 ton delivered to the Eastern facility.
3. Gerken Materials Inc. for 29A crushed natural aggregate @ $21.05 a ton, with an estimated quantity to be determined, delivery to all 3 locations.

BE IT FURTHER RESOLVED, that the Road Department and Purchasing Department are hereby authorized to execute the purchase orders as needed and budgeted.

COUNTY SERVICES: Yeas: Crenshaw, Grebner, Koenig, Sebolt, Maiville
Nays: None **Absent:** Celentino, Nolan **Approved 3/07/2017**

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Case Naeyaert
Nays: None **Absent:** Tennis, Schafer **Approved 3/08/2017**

Adopted as part of a consent agenda.

ADOPTED - March 14, 2017
AGENDA ITEM NO. 13

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE VISITOR INCENTIVE PROGRAMS AT POTTER PARK ZOO

RESOLUTION # 17 – 066

WHEREAS, citizens of Ingham County have invested in the operation of Potter Park Zoo through the passing of a .41mil levy; and

WHEREAS, the Ingham County Board of Commissioners approved Resolution #10-040 authorizing visitor incentive programs and wishes to amend it at this time; and

WHEREAS, positive visitor experience and incentive for increased attendance are valuable to Potter Park Zoo and beneficial to the community.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners approves the following visitor incentive programs at the Potter Park Zoo:

Incentive	Fees
Ingham County Residents	Ingham County Residents Free Admission 9am-noon Every Non-Holiday Monday
Mother's Day (May)	Mothers Free Admission
Father's Day (June)	Fathers Free Admission
College Day (October)	Free Admission with Valid Student I.D.
Veteran's Day (November)	Veteran's Free Admission
Be A Tourist In Your Own Town (June) Greater Lansing Convention and Visitor's Bureau	Free Admission and Parking with Tourist Passport
Zoo Days (July)	$1.00 Admission Per Person With Voucher
Registered groups 20+	$1.00 off Admission Per Person
Ingham County School Groups	$1.00 Admission Per Child (April 1st – October 31st)
Ingham County Residents Free Day (October)	Free Admission

COUNTY SERVICES: Yeas: Crenshaw, Grebner, Koenig, Sebolt, Maiville
Nays: None **Absent:** Celentino, Nolan **Approved 3/07/2017**

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Case Naeyaert
Nays: None **Absent:** Tennis, Schafer **Approved 3/08/2017**

Adopted as part of a consent agenda.

ADOPTED - March 14, 2017
AGENDA ITEM NO. 14

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ESTABLISH POTTER PARK ZOO MEMBERSHIP BENEFITS

RESOLUTION # 17 – 067

WHEREAS, the Potter Park Zoological Society is a private, 501c (3) nonprofit, fundraising organization that raises funds to support the Potter Park Zoo; and

WHEREAS, the Potter Park Zoological Society manages memberships for Potter Park Zoo as the contract between the Society and the Zoo specifies; and

WHEREAS, memberships promote increased commitment and visitation from Zoo visitors; and

WHEREAS, the Zoo manages the gift shop, restaurant and encounters and receives the revenue from these areas which benefit from return visitors such as Zoo members; and

WHEREAS, the proposed benefits are in line with benefits offered in past years and at other zoos accredited by the Association of Zoos and Aquariums.

THEREFORE BE IT RESOLVED, that the Potter Park Zoo Board approves the membership benefits affecting County revenue sources as detailed below.

Basic Level Memberships

Individual Basic One Named Adult	One Adult Family Basic One Named Adult Plus Children in household and/or Grandchildren under 18	Two Adult Family Basic Two Named Adults Plus Children in household and/or Grandchildren under 18
$50	$65	$80

Add an individual adult to any membership for an additional $15.00. Add up to two adults total per membership.

Basic Member Benefits

- **Unlimited standard admission* to the zoo for one year**
- **Free or discounted admission to over 100 AZA accredited zoos and aquariums nationwide**
- **10% Discount at the Zoovenier Gift Shop and Concessions throughout the zoo**
- Discounts on Sundown Safari Family Camping, Birthday Parties and Zookambi Summer Camp

- E-mail newsletter, announcing exciting happenings throughout the year!
- Membership renewal discount if you renew online**
- Special annual "Members Only Party" at the zoo
- Member's Entrance for Boo at the Zoo and Wine-n-Stein

Deluxe Level Memberships

Individual Deluxe One Named Adult	One Adult Family Deluxe One Named Adult Plus Children in household and/or Grandchildren under 18	Two Adult Family Deluxe Two Named Adults Plus Children in household and/or Grandchildren under 18
$100	$115	$130

Deluxe Member Benefits

- **All Basic member benefits PLUS**
- **Free parking for one vehicle per visit at Potter Park Zoo**
- Discounted admissions to Wine & Stein and Winter Wine & Stein
- Free admission to Boo at the Zoo and Wonderland of Lights events

Premium Level Memberships

Individual Premium One Named Adult	One Adult Family Premium One Named Adult Plus Children in household and/or Grandchildren under 18	Two Adult Family Premium Two Named Adults Plus Children in household and/or Grandchildren under 18
$200	$215	$230

Premium Member Benefits

- **All Basic and Deluxe member benefits PLUS**
- **6 One-Time-Use Guest Passes**
- **15% Discount at the Zoovenier Gift Shop and Concessions**
- One e-ticket to Spring Wine and Stein and one e-ticket to Winter Wine & Stein
- One Docent Led Tour for 4 people offered in April, June, August and October

*Standard admission refers to non-fundraising event days.
**$5 off per membership for online renewal
GUEST PASSES CANNOT BE USED AT WONDERLAND OF LIGHTS OR BOO AT THE ZOO

Benefits in BOLD are County revenue sources.

BE IT FURTHER RESOLVED, the Ingham County Board of Commissioners approves the reciprocity agreement of Potter Park Zoo with other AZA accredited facilities.

COUNTY SERVICES: Yeas: Crenshaw, Grebner, Koenig, Sebolt, Maiville
Nays: None **Absent:** Celentino, Nolan **Approved 3/07/2017**

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Case Naeyaert
Nays: None **Absent:** Tennis, Schafer **Approved 3/08/2017**

Adopted as part of a consent agenda.

ADOPTED - March 14, 2017
AGENDA ITEM NO. 15

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND VISITATION HOURS AT POTTER PARK ZOO

RESOLUTION # 17 – 068

WHEREAS, the Potter Park Zoo has very low attendance between the hours of 5pm-6pm; and

WHEREAS, the Potter Park Zoo conducted a survey in which the responses supported the attendance numbers showing only 9.14% responded they visit the zoo after 3pm; and

WHEREAS, the Potter Park Zoo survey also showed 84.87% responded they would visit if the Zoo was open until 8pm one day a week; and

WHEREAS, based on survey results, it is anticipated that changing visitation hours will result in an increase in revenue on an annual basis; and

WHEREAS, the Potter Park Zoo hosts several events requiring preparation without visitors present; and

WHEREAS, the Potter Park Zoo Board is in support of the changing visitation hours of the Potter Park Zoo.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes changing the visitation hours of the Potter Park Zoo as follows:

FROM

Potter Park Zoo 2016 Visitation Hours

January 1st- April 1st	10am-4pm
April 1st- September 4th	9am-6pm
September 5th -October 31st	9-4pm M-F, 9am-6pm SA, SU
November 1st-December 31st	10am-4pm

2016 Special Closures

May 19th	Close at noon in preparation for Wine-n-Stein
June 30th, July 28th and August 25th	Close at 3:30 in preparation for Zoo Brew
December 25th	CLOSED

TO

Potter Park Zoo 2017 Visitation Hours

January 1st- April 1st	10am-4pm
April 1st- September 4th	9am-5pm
May 26th- September 1st	9am-8pm, Fridays

September 5th -October 31st	9-4pm M-F, 9am-5pm SA, SU
November 1st-December 31st	10am-4pm

2017 Special Closures

May 18th	Close at noon in preparation for Wine-n-Stein
June 29th, July 27th and August 31st	Close at 3:30 in preparation for Zoo Brew
December 25th	CLOSED

COUNTY SERVICES: Yeas: Crenshaw, Grebner, Koenig, Sebolt, Maiville
Nays: None **Absent:** Celentino, Nolan **Approved 3/07/2017**

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Case Naeyaert
Nays: None **Absent:** Tennis, Schafer **Approved 3/08/2017**

Adopted as part of a consent agenda.

ADOPTED - March 14, 2017
AGENDA ITEM NO. 16

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH POTTER PARK ZOOLOGICAL SOCIETY FOR SERVICES PROVIDED AT THE POTTER PARK ZOO

RESOLUTION # 17 – 069

WHEREAS, the electorate of Ingham County approved the millage to fund the operation and improvement of Potter Park and the Potter Park Zoo; and

WHEREAS, the Potter Park Zoological Society, a 501(c)(3) organization including staff and volunteers, has raised the quality and success of public relations, marketing and educational programs, all while fostering team partnership with, and providing additional assistance to Ingham County to achieve a Zoo experience that meets the goals of both parties; and

WHEREAS, a new operations structure in 2016 resulted in numerous significant changes to the operational structure at Potter Park Zoo; and

WHEREAS, on September 27th, 2016 the Ingham County Board of Commissioners terminated the contract with the Potter Park Zoological Society for services at the Potter Park Zoo, effective December 31, 2016; and

WHEREAS, the Potter Park Zoological Society and the County wish to enter into a new agreement representing the current operational structure; and

WHEREAS, the Potter Park Zoological Society is able to provide services at the Zoo to maintain, education programs, volunteer and docent activities, special events, communications, public relations, press releases, and fundraising; and

WHEREAS, the County will employ a Zoo Director; and

WHEREAS, the Zoo Director will represent the Zoo at the necessary Potter Park Zoo Board and Liaison Committee meetings of the Board of Commissioners.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes a contract with the Potter Park Zoological Society for services at the Potter Park Zoo, under mutually agreeable terms and conditions to both parties, effective upon execution of the contract, for a 5 year term, unless terminated earlier.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the County Attorney to prepare the necessary documents.

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

COUNTY SERVICES: Yeas: Crenshaw, Grebner, Koenig, Sebolt, Maiville
Nays: None **Absent:** Celentino, Nolan **Approved 3/07/2017**

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Case Naeyaert
Nays: None **Absent:** Tennis, Schafer **Approved 3/08/2017**

Adopted as part of a consent agenda.

AGREEMENT BETWEEN COUNTY OF INGHAM
AND
POTTER PARK ZOOLOGICAL SOCIETY

This Agreement is made this _____ day of _____, 2017, (hereafter the "Agreement") by and between the **COUNTY OF INGHAM**, a municipal corporation and political subdivision of the State of Michigan, whose address is 121 E. Maple St., P.O. Box 319, Mason, Michigan 48854 (hereafter the "County") and the **POTTER PARK ZOOLOGICAL SOCIETY**, a Michigan non-profit corporation, of 1301 S. Pennsylvania Ave., Lansing, Michigan 48912 (hereafter the "Society").

WITNESSETH:

WHEREAS, the County is responsible for the operation, maintenance and improvement of the Potter Park Zoo in Lansing, Michigan (hereafter the "Zoo"); and

WHEREAS, the Society is a private, 501(c)(3), fundraising organization that was established, in part, to provide a better and more extensive zoological park for the Greater Lansing Metropolitan Area.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, **IT IS HEREBY AGREED** as follows:

1. **Scope of Services to be Provided by the Society**. As more fully set forth below, the Society, in furtherance of the purpose for which it was established, agrees to provide various services pertaining to the operation of the Potter Park Zoo.

A. Except as otherwise provided in this Agreement, the Society shall operate and maintain education programs, volunteer and docent activities, special events, public relations, fundraising, web and press releases, pursuant to the following:

i. The County shall approve all zoo operation fees charged by the Society.

ii. The Society shall send any proposed changes to the Potter Park Zoo Operations Fee Schedule (attached hereto as **Exhibit A**) to the County Services Committee and the County Controller for consideration.

B. The Society shall, at its own cost and expense, furnish all labor, services, materials, supplies and equipment necessary to maintain all premises used and occupied by the Society in a clean, orderly and inviting condition as determined by the Zoo Director or his/her designee. The County shall provide trash containers and be responsible for the removal of trash discarded in such trash containers. The Society shall be responsible for accumulating such trash and placing it in the trash containers.

C. The County shall maintain/repair all permanent zoo facilities and fixtures. The Society is responsible for routine cleaning. The County shall provide all required maintenance and repairs to buildings and structures provided that the maintenance or repair to buildings is not the result of the intentional or negligent act of the Society's employee or agent. In the event that the maintenance or repair to buildings is the result of the intentional or negligent act of the Society's employee or agent as determined by the Zoo Director, the County will invoice the Society for the cost of such maintenance or repair which will be promptly paid on demand.

D. The Society shall be solely responsible for all the decorating and planning for the Wonderland of Lights special event, as well as the purchasing of lights.

E. The Society shall have the right to sell Society memberships and retain the revenues collected from membership sales until December 31, 2017. Society memberships include unlimited admissions to the Zoo and admission to all special events unless otherwise noted. On or before November 1, 2017, the County Administrator/Controller, Zoo Director and Director of the Society will attempt establish a reasonable revenue sharing formula for the revenues collected from membership sales commencing January 1, 2018. However, in the event the parties are unable to reach an agreement the Society will pay the County 15% of the revenues collected from membership sales as a condition of this Agreement's continuation.

F. The Society will make a minimum payment of $49,000.00 per year during the first, second and third year of this Agreement toward the Society's commitment to repay the Zoo Millage Fund for the construction and equipment associated with the Moose Exhibit as described in Ingham County Resolution 14-290. In addition, the Society will promptly transfer all restricted project donations made to the Society to support the Zoo to the County. On or before November 1, 2017, and on or before each November 1st in subsequent years, the County Administrator/Controller, Zoo Director and Director of the Society will meet to discuss the status of the Society's fundraising efforts and progress toward the commitment to repay the Zoo Millage Fund for the Moose Exhibit.

G. The County shall provide all telephones and telephone service throughout the Zoo to maintain consistency in communications. Support and monthly expenditures shall be covered by the County. The Society's use of the County's phones will be solely for the purposes covered by this Agreement. The County will invoice the Society for any unauthorized phone charges which will be promptly paid on demand.

H. The Society may recommend to the County capital improvement expenditures so as to assist the County's efforts on improvements and necessities for the Zoo.

I. The Society will not place signs or advertisements upon any Zoo property, except that which has been approved by the Zoo Director, or his/her designee.

J. The Society shall furnish qualified and professional management services and/or consultation for the services including but not limited to the following:

i. Society management of:

a. Operations, accounting, systems, procedures and research for Society programs;

b. Development and implementation of a long range fundraising plan;

c. Promotion, marketing, customer relations and services;

d. Governmental grant application preparation and processing; and

e. Event and logistics management for public events, private events, school programs, educational programming, membership sales and volunteer programing.

J. Meetings of the Society's Board of Directors will comply with and be subject to Michigan's Open Meetings Act (Act 267 of 1976, being MCL 15.261 et seq.). However, the parties agree and understand that the Society may take steps to protect the privacy of donors who wish to remain anonymous.

K. Official records of the Society related to this Agreement shall be subject to public inspection in compliance with Michigan's Freedom of Information Act (Act 442 of 1976, being MCL 15.231 et seq.). However, the parties agree and understand that the Society may take steps to protect the privacy of donors who wish to remain anonymous.

2. **Zoo Director.** The County shall employ a Zoo Director.

3. **Provision of Funding and Collection of Revenues**. The Society will collect revenues paid for the services and programs it provides, including the Boo at the Zoo and Wonderland of Lights special event, which revenues shall be deposited in accounts established by the Society, to be used for Zoo operations in accordance with the Society's articles of incorporation and subject to the Accounting Procedures and Reports in Section 5 of this Agreement until December 31, 2017. The Society will reimburse the County for any wages paid to County staff and County materials used as

a result of the events held by the Society (e.g. set-up and clean-up for Boo at the Zoo and Wonderland of Lights). Such costs to the County for these events will be invoiced to the Society. On or before November 1, 2017, the County Administrator/Controller, Zoo Director and Director of the Society will attempt establish a reasonable revenue sharing formula for the revenues received by the Society for the services and programs the Society provides commencing January 1, 2018. However, in the event the parties are unable to reach an agreement the Society will pay the County 15% of the revenues collected from membership sales as a condition of this Agreement's continuation.

4. **Agreement Term and Termination**. This Agreement shall commence on the date first above written, and shall continue for a term of five (5) years, unless terminated earlier. Notwithstanding any contrary provision, either party shall have the right to terminate this Agreement with or without cause upon sixty (60) calendar days prior written notice to the other. Any Zoo revenue funds held by the Society when this Agreement terminates shall be returned to the County upon the effective date of such termination.

5. **Accounting Procedures and Reports**. The Society's accounting procedures and internal financial controls shall conform to generally accepted accounting practices, in order that revenues and expenditures of Zoo funds can be readily ascertained and verified. The Society shall be responsible for all of the following:

A. The Society shall submit monthly financial reports consisting of all expenditures and revenues of the Society, delivered to the County Controller or his/her designee.

B. Within ninety (90) calendar days following the end of the Society's fiscal year, the Society shall submit a report on the fees collected and expenditures made pursuant to this Agreement, delivered to the County Controller or his/her designee.

C. An Independent Audit of the Society shall be conducted by an independent certified public accountant and provided annually to the County Controller or his/her designee. The Independent Audit shall be completed and provided to the County within six (6) months following the end of the Society's fiscal year.

D. Invoices, contracts, records, and all other documentation of revenues and expenditures pursuant to this Agreement shall be available for inspection during regular working hours by authorized representatives of the County.

E. If the County requests information from the Society, pertaining to any funds collected, spent or provided under this Agreement, then Society shall provide said information, to the County Controller or his/her designee, within 10 working days.

F. The Society shall maintain all financial records and supporting materials regarding funds collected or provided under this Agreement and expenditures made therefrom for a period of six (6) years after the termination of this Agreement. If an audit of such records or litigation between the parties commences before the end of the retention period records shall be maintained until the audit has been completed and audit findings have been resolved and/or the completion of all litigation.

6. **Insurance**. The Society shall purchase and maintain insurance not less than the limits set forth below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to the County and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

A. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.

B. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Endorsement or Equivalent.

C. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

D. Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this Agreement with Limits of Liability of not less than $1,000,000.00 per claim.

E. For special events that include the distribution of alcoholic beverages, standard Liquor Liability Insurance coverage, with limits of not less than of not less than One Million and no/00 Dollars, ($1,000,000.00) per occurrence and/or aggregate combined single limit to cover property damage and damages arising out of bodily injuries to, or death of, one or more persons.

F. Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": The County of Ingham, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

G. Cancellation Notice - All insurances described above shall include an

endorsement stating the following:

> It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Controller, P.O. Box 319, Mason, Michigan 48854.

H. Proof of Insurance - The Society shall provide to the County at the time the Agreements are returned by it for execution, two (2) copies of certificates of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.

7. **Living Wage**. In the event the sum to be paid the Society under this Agreement when combined with the sum to be paid under any other Agreement(s) the Society has with Ingham County during the twelve (12) month period covered by this Agreement totals FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00), the Society and all its subcontractor(s) shall comply with the County of Ingham's policy on payment of living wages as set forth in the Ingham County Board of Commissioner's Resolution No. 03-168, a copy of which is labeled **Exhibit B** and attached to this Agreement. In the event that the Society or its subcontractor(s) violates the Living Wage Policy, the County shall have the right to terminate this Agreement and disbar the Society from future Ingham County contracts as provided below:

A. If the Society is found to be in violation of the Living Wage Policy, the Society shall be required to pay each affected employee the amount of deficiency for each day the violation occurs. The Society shall also pay the County $100.00 per affected employee for each day the violation occurs beginning with the third day after the Society receives notification of the violation. The County may withhold from payments to the Society such amounts as are necessary to effectuate the above-stated payments or penalties.

B. If the Society is found to be in violation of the Living Wage Policy and is subsequently required to pay the $100.00 penalty provided for above for more than three (3) incidents within a two (2) year period the Society shall be barred from bidding on or entering into any contracts with the County for a period of ten (10) years from the date of the last violation. An incident for the purposes of this subsection is defined as failure to pay the living wage rate in a payroll period, a payday or numerous paydays, regardless of the number of employees affected by each incident.

Breach of this section shall be a material breach of this Agreement.

8. **Nondiscrimination**. The Society, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national

origin, age, sex, gender identity, disability that is unrelated the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. The Society shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to the following:

A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended;

B. The Persons With Disabilities Civil Rights Act, 1976 PA 220, as amended;

C. Section 504 of the Federal Rehabilitation act of 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder; and

D. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327, as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded a material breach of this Agreement. In the event the Society is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Society.

9. **Compliance with the Law**. The Society shall administer the funding and provide all the services to be performed under this Agreement in complete compliance with all applicable Federal, State, and local laws, ordinances, rules and regulations.

10. **Applicable Law And Venue.** This Agreement shall be subject to, governed by, and construed according to the laws of the State of Michigan.

It is expressly understood and agreed that legal or equitable action that arises out of or regarding this Agreement shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and Michigan Court Rules. In the event any action is brought in or moved to Federal Court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

11. **Independent Contractor**. It is expressly understood and agreed that the Society is an independent contractor. The employees and agents of the Society shall in no way be deemed to be and shall not hold themselves out as the employees or agents of the County. The Society's employees and agents shall not be entitled to any fringe benefits of the County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave, or longevity. The Society shall be responsible for paying any salaries, wages or other compensation due its employees for services performed pursuant to this Agreement and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Society shall carry workers' disability compensation coverage for its employees, if and as required by law, and shall provide the County with proof of such coverage.

12. **Indemnification and Hold Harmless**. The Society shall, at its own expense, indemnify, protect, defend and hold harmless the County, its elected and appointed officers, employees, and agents from all claims, damages, lawsuits, costs, and expenses, including but not limited to, all costs from administrative proceedings, court costs and attorney fees they may incur as a result of any acts, omissions or negligence of the Society, its employees, agents or subcontractors that may arise out of this Agreement. The Society's responsibilities to the County and its officers, employees and agents as set forth in this section shall not be mitigated by any insurance coverage obtained by the Society.

13. **Standards of Conduct for Ingham County Vendors.** The Society shall comply with the County's policy on Standards of Conduct for Ingham County Vendors as set forth in the Ingham County Board of Commissioners' Resolution No. 15-459, a copy of which is labeled **Exhibit C** and attached to this Agreement. Breach of this section shall be a material breach of this Agreement.

14. **Modifications, Amendments, or Waivers**. All modifications, amendments or waivers of any provision of this Agreement shall be made only by the written mutual consent of the parties. No failure or delay on the party of the County in exercising any rights, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

15. **Assignment or Subcontracting**. The Society shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement, without prior approval by the County. All subcontracts entered into by the Society must comply with the insurance and indemnification provisions of this Agreement.

16. **Disregarding Titles**. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

17. **Complete Agreement**. This Agreement, the attached Exhibits, A, B, and C, and any additional or supplementary documents incorporated herein by specific reference contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

18. **Invalid Provisions**. This Agreement shall be interpreted according to the laws of the State of Michigan. If any provision of this Agreement is held to be invalid, it shall be considered to be deleted and the remainder of the agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

19. **Non-Beneficiary Contract**. This Agreement is not intended to be a third party beneficiary contract, and confers no rights on anyone other than the parties hereto.

20. **Certification of Authority to Sign Agreement**. The persons signing on behalf of the parties certify by their signatures that they are duly authorized to sign this Agreement and that this Agreement has been authorized by the County and the Society.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully executed this instrument on the day and year first above written.

COUNTY OF INGHAM

By: _____ Date: _____
Sara Anthony, Chairperson
County Board of Commissioners

POTTER PARK ZOOLOGICAL SOCIETY

By: _____ Date: _____
Aaron Davis, Chairperson
Board of Directors

APPROVED AS TO FORM FOR
COUNTY OF INGHAM BY
COHL, STOKER, & TOSKEY, P.C.

By: _____
Mattis D. Nordfjord

EXHIBIT A

Potter Park Zoo Operations Fee Schedule

Admission Fees	
Resident adult (April – October)	$ 6.00
Non-resident adult (April – October)	$ 11.00
Resident senior (April – October)	$ 5.00
Non-resident senior (April – October)	$ 10.00
Children age 6 – 12 (April – October)	$ 4.00
Shelters	
Penguin Cove	$ 100.00
Eagle Landing	$ 125.00
Tiger Den	$ 200.00

EXHIBIT B

ADOPTED - JUNE 24, 2003
Agenda Item No. 7

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION ESTABLISHING A POLICY TO REQUIRE THE PAYMENT OF A LIVING WAGE

RESOLUTION #03-168

WHEREAS, the Ingham County Board of Commissioners desires to increase the quality and reliability of services procured for Ingham County or provided Ingham County inhabitants by promoting higher productivity and retention of employees working for Ingham County on Ingham County contracts; and

WHEREAS, the Ingham County Board of Commissioners desires to use Ingham County spending and procurement of services to require covered employers who provide services to Ingham County to pay their employees a "Living Wage" sufficient to meet their employees' basic subsistence needs; and

WHEREAS, the Ingham County Board of Commissioners desires to raise the income of low-income working people and their families employed by covered employers on Ingham County contracts; and

WHEREAS, the Ingham County Board of Commissioners desires to use Ingham County spending to encourage the development of jobs paying wages above the poverty level; and

WHEREAS, the Ingham County Board of Commissioners, under this policy, does not intend to establish any generally applicable County minimum wage, or regulate the wages paid by any business or individual that chooses not to provide services covered by this policy to the County; and

WHEREAS, the Ingham County Board of Commissioners desires to provide incentives for covered employers to provide health insurance to their employees; and

WHEREAS, the economic research summarized in the Economic Policy Institute's August 2000 issue guide, "Higher Wages Lead to More Efficient Service Provision," indicate that payment of higher wages is associated with greater business investment in employee training, higher productivity, and lower employee turnover; and

WHEREAS, the Ingham County Board of Commissioners references the Michigan League for Human Services October 1998 report, "Economic Self-Sufficiency: A Michigan Benchmark," that a family of three required at that time, on average $2,724 a month to pay for housing, food, child care, health care, transportation, clothing, household supplies, a telephone, and taxes, and this was at the time equivalent to an hourly wage of $15.83 for households with a single worker and $7.92 for households with two workers; and

WHEREAS, while the 2002 United States Department of Health and Human Services federal poverty guideline was $18,100 a year for a four-person family income near the poverty level is not a desirable standard of living sufficient to meet the subsistence needs of a family in Ingham County and its surrounding communities.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby requires that each contractor pay its employees providing services under the contract wages which are greater than or equal to a living wage, and meets other conditions, as defined in this policy.

BE IT FURTHER RESOLVED, that this policy applies to any individual, proprietorship, partnership, corporation, trust, association or other entity that is a contractor, defined as follows:

i. A "contractor" is a party to a contract with Ingham County primarily for the furnishing of services (as opposed to purchasing or leasing of goods or property), where the total expenditure for such contract exceeds $50,000 in a twelve-month period and employs five or more employees, or where the total value of contracts that the contractor has in effect on the effective

date of the contract with Ingham County exceeds $50,000 and where the contractor employs five (5) or more employees. It does not include contractors who pay Ingham County a commission for the right to offer their services in county facilities or in conjunction with county events;

ii. A "subcontractor" is a party to a contract with a contractor providing services to Ingham County who is required to pay a "living wage" under the terms of this policy; whose contract with the contractor is for the purpose of furnishing services to Ingham County under the terms of the contractor's contract with Ingham County; where the subcontractor employs five or more employees and where the total value of the subcontractor's contract for that purpose exceeds $25,000.

BE IT FURTHER RESOLVED, that the living wage requirement of this policy shall apply with respect to any employee of a contractor or subcontractor who is employed either part time or full time providing services directly under the contract.

BE IT FURTHER RESOLVED, that for the purposes of this policy, the following terms and phrases are defined as follows:

A. "Contract" means an agreement to perform services, including the subcontracting of services. Contracts for the purchase of goods and contracts to lease or purchase property are excluded.

B. "Employer" means a person who engages employees to provide labor in exchange for payment of wages or salary.

C. "Federal poverty line" means the official poverty line defined by the Office of Management and Budget based on Bureau of Census data for a family of four (4), as adjusted to reflect the percentage change in the Consumer Price Index for all urban consumers.

D. "Health care benefits" means the right granted to an employee under a contract, certificate or policy of insurance to have payment made by a health care insurer or health care corporation for specified medical or health care services for the employee and dependents.

E. "Living wage" means an hourly wage rate which is equivalent to 125% of the federal poverty line on an annual basis when calculated based on forty (40) hours per week, fifty (50) weeks per year; provided however, that costs paid by the employer for an employee's health care benefits may be counted toward up to one-fifth (1/5) of the hourly rate payable to the employee.

F. "Person" includes individuals, proprietorships, partnership, corporations, trusts, associations, joint ventures, and other legal entities, either incorporated or unincorporated, however operating or named, and whether acting by themselves or by a servant, agent or fiduciary, and includes all legal representatives, heirs, successors and assigns thereof.

G. "Public entity" means the State of Michigan including all agencies thereof, any public body corporate within the state, including all agencies thereof, or any non-incorporated public body within the state of whatever nature, including all agencies thereof.

BE IT FURTHER RESOLVED, that the County Controller shall annually adjust the living wage as provided herein to incorporate changes in the federal poverty level. The Controller shall notify the Board of Commissioners of any change in the amount of the living wage, and shall notify each contractor of such changes and such contractors shall, no later than 30 days after notification, adjust the hourly rates of affected employees as necessary to comply with this policy.

BE IT FURTHER RESOLVED, that the County Controller shall include an explanation of the requirements of this policy in all requests for proposals that may be covered by this policy.

BE IT FURTHER RESOLVED, that each contract covered by this policy shall require compliance with this policy. Each such contract shall provide that a violation of this policy shall be considered a material breach of the contract and Ingham County shall have the right to terminate the contract and disbar the contractor from future Ingham County contracts as provided below.

BE IT FURTHER RESOLVED, that every contractor shall post in a conspicuous place on all job sites subject to this policy

a copy of the living wage rate required under this policy. The contractor shall keep accurate records of the names and actual wages and benefits paid to each employee providing services under the contract and subcontract and provide Ingham County with such records within five (5) business days, if requested by the County.

BE IT FURTHER RESOLVED, that each contract shall provide that contractors who are found to be in violation of this provision shall be required to pay each affected employee the amount of deficiency for each day the violation occurs. The contract shall also provide that contractors shall be required to also pay Ingham County $100 per affected employee for each day the violation occurs beginning with the third day after the contractor receives notification of the violation. The County may withhold from payments to the contractor such amounts as are necessary to effectuate the payments or penalties provided in this paragraph.

BE IT FURTHER RESOLVED, that a contractor who is found to be in violation of this provision and is subsequently required to pay the $100.00 penalty provided above for more than three (3) incidents within a two (2) year period shall be barred from bidding on or entering into any contracts with the County for a period of ten (10) years from the date of the last violation. An incident for purposes of this paragraph is defined as a failure to pay the living wage rate in a payroll period, a payday or numerous paydays, regardless of the number of employees affected by each incident.

BE IT FURTHER RESOLVED, that anyone with knowledge of a violation of this policy may file a complaint with the County Controller, who shall have thirty (30) days to investigate and remedy the complaint. If the complaint is not resolved to the complainant's satisfaction within the thirty (30) day period, the complainant or his representative may bring forward his/her complaint to the County Services Committee of the Ingham County Board of Commissioners. The Committee shall forward its recommendation on the matter to the Board of Commissioners for final resolution.

BE IT FURTHER RESOLVED, a contractor or subcontractor found to have retaliated in violation of federal or state law against an employee for filing a claim of non-payment of a wage rate shall be ineligible to bid on any contract involving the County for a period of (five) 5 years from the date of such finding.

BE IT FURTHER RESOLVED, that the following exemptions from this policy apply:

A. Public entities are exempt from compliance with this policy.

B. Entities with 501(c)(3) status with who have nine (9) or fewer employees are exempt from compliance with this policy.

C. Employees who are working under the terms of a collective bargaining agreement are exempt from compliance with this agreement.

D. Exempt employees working on projects where federal, state or local law, or Ingham County policy requires payment of a prevailing wage are exempt from compliance with this policy.

E. The following programs are exempt if developed specifically for high school and/or college students by Ingham County or one of its contractors:

1. A bona fide training program;
2. A summer or youth employment program;
3. A work study, volunteer/public service, or internship program;

F. Co-op employees employed as part of a high school or college co-op program which is part of the employee's educational curricula.

G. Programs which operate to train people with disabilities and which are designated as community rehabilitation programs, work activity centers and/or sheltered workshops.

H. Temporary or seasonal employees hired by a contractor. For purposes of this policy, temporary and/or seasonal employees are defined as employees hired to augment the regular workforce and are hired for three (3) months or less in the case of a temporary employee or nine (9) months or less in the case of a seasonal employee.

BE IT FURTHER RESOLVED, that a contractor may request a wavier of the provisions of this policy if they believe that the application of the policy to the contractor would violate federal, state, or local laws. Requests for waivers shall be made to the Controller, who shall refer such request to the County Services Committee of the Board. The Committee shall review the request and provide its recommendation to the Board of Commissioners for final action.

BE IT FURTHER RESOLVED, that a non-profit human services agency may request a waiver of the provisions of this policy if they believe that the application of the policy would cause economic harm to the agency in a fashion that would result in the harm created by application of the policy outweighing the benefits of applying this policy. Requests for waivers shall be made to the Controller, who shall refer such request to the County Services Committee of the Board. The Committee shall review the request and provide its recommendation to the Board of Commissioners for final action.

BE IT FURTHER RESOLVED, that this policy shall apply to any contract entered into or renewed after the effective date of this policy.

BE IT FURTHER RESOLVED, that entering an agreement for extension of a contract for a period beyond its original term shall be considered entering a contract for purposes of this policy.

BE IT FURTHER RESOLVED, that this policy shall go into effect ninety (90) days after adoption by the Ingham County Board of Commissioners.

BE IT FURTHER RESOLVED, that it is the intent of the Ingham County Board of Commissioners that the requirement for payment of a living wage as defined in this policy will apply to employees of Ingham County.

COUNTY SERVICES: Yeas: Celentino, Holman, De Leon, Schor
Nays: Severino, Nevin **Absent:** None **Approved 6/17/03**

FINANCE: Yeas: Swope, Dedden, Hertel, Thomas
Nays: Grebner, Minter **Absent:** None **Approved 6/18/03**

EXHIBIT C

ADOPTED - DECEMBER 8, 2015
AGENDA ITEM NO. 8

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS

RESOLUTION # 15 - 459

WHEREAS, the Ingham County Board of Commissioners ("Board") purchases goods and services from a multitude of vendors and contractors; and

WHEREAS, the Board is committed to ensuring impartiality, transparency, professionalism, equal treatment, and the highest standards of conduct with respect to its relationships with all current and potential County vendors; and

WHEREAS, the Board expects that, as a condition for doing business with the County, all vendors, contractors, and subcontractors conduct their business operations and interactions with County employees ethically; and

WHEREAS, the Board has determined that a clear and concise approach is needed to ensure compliance with appropriate standards of conduct.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby adopts the attached *Standards of Conduct for Ingham County Vendors*.

BE IT FURTHER RESOLVED, a copy of said *Standards of Conduct for Ingham County Vendors* shall be incorporated into the County's vendor registration process so that vendors are fully informed as to the County's expectations regarding vendor conduct.

BE IT FURTHER RESOLVED, the Purchasing Department shall include in all solicitations and purchase orders, and legal counsel shall include in all contracts, language requiring compliance with the provisions of the *Standards of Conduct for Ingham County Vendors*.

BE IT FURTHER RESOLVED, that any County vendor found to violate the *Standards of Conduct for Ingham County Vendors* shall be notified and offered an opportunity to respond. If a violation is found, the Board of Commissioners may preclude further business with that vendor for up to one year or longer.

BE IT FURTHER RESOLVED, that upon effective passage of this resolution, the Board directs the Purchasing Department to issue to all County departments and offices and legal counsel a copy of this resolution.

COUNTY SERVICES: Yeas: Celentino, Koenig, Crenshaw, Banas, Bahar-Cook, Hope, Maiville
Nays: None **Absent:** None **Approved 12/01/15**

Standards of Conduct for Ingham County Vendors

The County of Ingham conducts business with businesses, vendors and contractors under a set of rules to ensure that all County officials and employees discharge their duties in a manner designed to promote public trust and confidence in our County. The County wants you to be aware of the rules that you and its employees are required to follow. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by providing these rules for you, your experience in dealing with the County will be both rewarding and satisfactory.

Providing Gifts or Gratuities:
Providing gifts or gratuities to employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Do not offer employees any gifts or loans.
- Employees may not receive any fee or compensation for their services from any source other than the County, so do not offer them.
- Buying meals for employees is only permissible during a working lunch or dinner where business is discussed and you are a current contractor (no alcohol). Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors recognizing exceptional service by County employees are always welcome.

Conflicts of Interest:

- Do not ask employees for any special favor or consideration that is not available to every other citizen.
- Do not ask employees to disclose any information that is not available to every other citizen through normal public information channels unless necessary for the business you are hired for.
- Do not offer to compensate employees by offering to hire, or to do business with any business entity of the employees or their immediate family members.
- Do not ask employees to represent you or your company other than as part of their official duties with the County.
- Do not ask employees to endorse the products or services of your company.
- Do not ask employees to hand out or post advertising materials.

Vendor shall report if the following occurs:

Solicitation by County Employees:
Employees may not solicit gifts, loans, or any other items of value from people doing County business that will be used by them personally.

- If you are asked to pay a fee for services that you believe are improper or illegal, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517)

676-7200. Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the County.

Use of County Equipment, Facilities and Resources:
Use of County equipment, facilities and resources is authorized only for County purposes.

- Do not ask employees to use County equipment to run errands or perform tasks for your benefit.

Your Rights and Expectations:
When dealing with employees of the County you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Ingham and our goal is to serve them to the best of our ability. Should you have any concerns or questions concerning this information or the conduct of any of our employees, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517) 676-7200.

ADOPTED - March 14, 2017
AGENDA ITEM NO. 17

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION ESTABLISHING THE BUDGET CALENDAR FOR 2018

RESOLUTION # 17 – 070

WHEREAS, Public Act 621 of 1978 provides that the Board of Commissioners establishes an appropriate time schedule for preparing the budget; and

WHEREAS, this Act requires that each elected official, department head, administrative office or employer of a budgetary center shall comply with the time schedule and requests for information from the Controller.

THEREFORE BE IT RESOLVED, that the attached budget calendar for the 2018 budget process be adopted.

BE IT FURTHER RESOLVED, that the County Clerk shall be directed to provide written notification of the attached budget calendar to all elected officials and department heads.

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Case Naeyaert
Nays: None **Absent:** Tennis, Schafer **Approved 3/08/2017**

Adopted as part of a consent agenda.

2018 BUDGET CALENDAR

March 2 - 8	Liaison and Finance Committees review Ingham County Strategic Plan for 2018 through 2022.
March 8	Finance Committee recommends 2018 budget calendar.
March 14	Board of Commissioners approves 2018 budget calendar.
March 14	Board of Commissioners adopts Ingham County Strategic Plan for 2018 through 2022.
April 13 – 19	Committees review fees for various county services to make recommendations for any appropriate increases to be effective January 1, 2018.
April 27 – May 3	Committees may make recommendations for increases to fees for various county services to be effective January 1, 2018.
May 9	Board of Commissioners considers updates to fees for various county services to be effective January 1, 2018.
May 26	Department heads, elected officials and agencies, submit operating and capital budgets.
June 14 – 30	Controller holds budget meetings with departments.
July 31 (tentative)	Community agencies submit applications for 2018 funding.
August 22	Controller's Recommended Budget distributed to full Board of Commissioners.
August 24 – 30	Liaison Committees hold hearings on operating and capital budget recommendations.
September 13	Finance Committee holds hearing and makes operating and capital improvement budget recommendations.
October 24	Board holds public hearing on the General Fund Budget. Board adopts operating and capital budgets and millages.

ADOPTED - March 14, 2017
AGENDA ITEM NO. 18

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING DAWN SUAREZ

RESOLUTION # 17 – 071

WHEREAS, after more than 27 years of dedicated service to the Ingham County Health Department (ICHD) within the Ingham Community Health Centers (ICHC), Dawn Suarez will retire on March 31, 2017; and

WHEREAS, Dawn started her career in 1989 with the Adult Health Clinic as a Medical Assistant at the ICHD; and

WHEREAS, as a Medical Assistant, Dawn was responsible for working side-by-side with providers in delivering health care to patients; and

WHEREAS, Dawn further served in the refugee program in Adult Health, helping welcome immigrants into the Lansing area and being the face of health care to this population; and

WHEREAS, Dawn accepted a position as Medical Assistant within the Patient-Centered Medical Home (PCMH) team in 2012, developing process and methods to bring this model of health care to the provider teams and the patients served within the ICHC; and

WHEREAS, Dawn's positive support of the PCMH program, knowledge and incredible sensibilities in understanding this program and in training staff in its complexities led to successful national recognition for four health centers; and

WHEREAS, Dawn served other ICHD employees in her role with the UAW- first as a Union Steward for 22 years and then as UAW Vice Chairperson for four years; and

WHEREAS, Dawn enthusiastically demonstrated commitment to others, staff and patients and will be greatly missed by her colleagues.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Dawn Suarez for more than 27 years of dedicated service to ICHD and for her dedication and commitment to her work.

BE IT FURTHER RESOLVED, that the Board wishes her continued success in all of her future endeavors.

HUMAN SERVICES: Yeas: Sebolt, Nolan, McGrain, Anthony, Banas
Nays: None **Absent:** Tennis, Case Naeyaert **Approved 3/06/2017**
Adopted as part of a consent agenda.

ADOPTED - March 14, 2017
AGENDA ITEM NO. 19

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING TINA BRENNER

RESOLUTION # 17 – 072

WHEREAS, Tina Brenner began her career with the Ingham County Health Department (ICHD) in the Bureau of Public Health Nursing in September 1988; and

WHEREAS, Tina served as a Public Health Nurse, conducting home visiting services for pregnant and parenting mothers and their infants, managing caseloads of 40-50 clients; and

WHEREAS, Tina has been active in the community during her tenure by participating in various public health fairs, mobile health screenings, lead checks at the Immunizations office and blood pressure clinics, influenza vaccination clinics, and foodborne/communicable disease outbreak investigations; and

WHEREAS, Tina also provided public health nursing services in area schools, including Dansville, Haslett, Holt, Leslie, Mason, Okemos, Stockbridge, Webberville and Williamston Public Schools, regularly staffing Kindergarten roundups to ensure children were up to date with their immunizations; and

WHEREAS, over the course of her career, Tina continued to develop her skills, providing adult case management services for patients with high blood pressure, diabetes, HIV, and severe allergies/seizure response; and

WHEREAS, Tina's passion for supporting breastfeeding women was evidenced by her attainment of International Board Certified Lactation Consultant (IBCLC) certification in July 1999; and

WHEREAS, Tina provided Early On® intervention services for infants and toddlers from birth to three years of age with developmental delay(s) and/or disabilities and their families, in addition to providing initial assessments of children and young adults who were medically eligible for the Children's Special Health Care Services (CSHCS) program; and

WHEREAS, Tina has served as a preceptor for students locally and internationally at the associate and baccalaureate level for nursing, as well as offered shadowing opportunities for dietetic interns in the Women, Infants, & Children (WIC) program and pediatric residency students; and

WHEREAS, Tina served as an asthma educator who provided public health nursing intervention for chronic asthma cases, receiving her certification as an Asthma Educator (AE-C) in January 2011; and

WHEREAS, during her time at ICHD Tina dedicated herself to helping others and was a dependable and caring colleague who believed in being accountable to the families she served and to her fellow employees; and

WHEREAS, Tina's extraordinary dedication, professionalism, and expertise in the areas of breastfeeding and asthma are consistently acknowledged by the staff she mentored and her colleagues across the state; and

WHEREAS, Tina moves forward from ICHD to transition her primary focus on her commitment to her family, along with her continued dedication and passion for breastfeeding women in her private practice as an IBCLC; and

WHEREAS, after 25 years of dedicated service to the citizens of Ingham County, Tina Brenner retired on January 20, 2017.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Tina Brenner for her 25 years of dedicated service to the community and for the contributions she has made to ICHD.

BE IT FURTHER RESOLVED, that the Board wishes her continued success in all of her future endeavors.

HUMAN SERVICES: Yeas: Sebolt, Nolan, McGrain, Anthony, Banas
Nays: None **Absent:** Tennis, Case Naeyaert **Approved 3/06/2017**

Adopted as part of a consent agenda.

ADOPTED - March 14, 2017
AGENDA ITEM NO. 20

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING AN AGREEMENT WITH WILX CHANNEL 10 TO PROMOTE INGHAM COUNTY HEALTH DEPARTMENT SERVICES

RESOLUTION # 17 – 073

WHEREAS, Zika virus can cause severe birth defects; and

WHEREAS, pregnant women and couples trying to conceive are most at risk if infected with Zika virus, most likely to occur during international and domestic travel; and

WHEREAS, the Michigan Department of Health and Human Services has agreed to allow emergency preparedness to reallocate a portion of Ebola funding in support of other special pathogen activities, such as Zika planning.

THEREFORE BE IT RESOLVED, that the Ingham County Health Department will launch a public education campaign to raise awareness of the risk of Zika virus infection, frequently associated with travel, to prevent birth defects using reallocated MDHHS funds.

BE IT FURTHER RESOLVED, that Ingham County Health Department may enter into an agreement with WILX Channel 10 for up to $5,450 for the airing of 174 15-second educational spots from March 20, 2017 to May 14, 2017, and WILX has agreed to match this expenditure match dollar for dollar.

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

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

HUMAN SERVICES: Yeas: Sebolt, Nolan, McGrain, Anthony, Banas
Nays: None **Absent:** Tennis, Case Naeyaert **Approved 3/06/2017**

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Case Naeyaert
Nays: None **Absent:** Tennis, Schafer **Approved 3/08/2017**

Adopted as part of a consent agenda.

ADOPTED - March 14, 2017
AGENDA ITEM NO. 21

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING A CONTRACT EXTENSION WITH MALANNOYE CONSULTING, LLC TO REVIEW MEMBER ELIGIBILITY AND EXPENSES RELATIVE TO THE HEALTH SERVICES MILLAGE CONTRACTS WITH INGHAM HEALTH PLAN CORPORATION

RESOLUTION # 17 – 074

WHEREAS, Resolution #17-035 the Ingham County Board of Commissioners authorized a contract with the Ingham Health Plan Corporation (IHPC) through December 31, 2017; and

WHEREAS, Resolution #17-035 stated that the Ingham Health Plan Corporation shall be subject to regular review of member eligibility and expenses relative to this contract to ensure compliance with the contract and with the Health Services Millage ballot language; and

WHEREAS, it is necessary to contract with an outside reviewer to review IHPC invoices and determine that IHPC members that the County is billed for are millage eligible, and to determine that the services the County is billed for are within the scope of the contract.

THEREFORE BE IT RESOLVED, the Board of Commissioners authorizes a contract extension with Malannoye Consulting, LLC to review IHPC invoices and determine that IHPC members that the County is billed for are millage eligible, and to determine that the services the County is billed for are within the scope of the contract.

BE IT FURTHER RESOLVED, Malannoye Consulting, LLC will review the net asset balance of the Ingham Health Plan Corporation for the fiscal years 2012 through 2016 to determine the portion of the fund balance that is eligible to be used for millage related services versus non-millage services.

BE IT FURTHER RESOLVED, the contracts shall be extended through March 31, 2018 in an additional amount not exceed $7,000 from the Health Services Millage.

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.

HUMAN SERVICES: Yeas: Sebolt, Nolan, McGrain, Anthony, Banas
Nays: None **Absent:** Tennis, Case Naeyaert **Approved 3/06/2017**

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Case Naeyaert
Nays: None **Absent:** Tennis, Schafer **Approved 3/08/2017**
Adopted as part of a consent agenda.

ADOPTED - March 14, 2017
AGENDA ITEM NO. 22

Introduced by the Law & Courts Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION CREATING THE INGHAM COUNTY INDIGENT DEFENSE SYSTEM COLLABORATIVE COMMITTEE

RESOLUTION # 17 – 075

WHEREAS, the Michigan Indigent Defense Commission (MIDC) was created by the Indigent Defense Commission Act, Mich. Comp. Laws 780.981 et seq, in 2013 after an advisory commission recommended improvements to the state's indigent defense system; and

WHEREAS, the MIDC's mission is to develop and oversee the implementation, enforcement, and modification of minimum standards, rules, and procedures to ensure that criminal defense services are delivered to indigent adults consistent with the safeguards of the United States constitution, the Michigan constitution of 1963, and with the Indigent Defense Commission Act; and

WHEREAS, the Indigent Defense Commission Act requires that the Indigent Defense Commission meets state constitutional obligations and maintains independence from the judiciary while continuing its work to maintain a fair indigent criminal defense system in Michigan; and

WHEREAS, the following minimum standards has~~s~~ve been proposed:

- Education and Training of Defense Counsel;
- Initial Interview;
- Investigation and Experts; and
- Counsel at First Appearance and Other Critical Stages; and

WHEREAS, a period of public review and comment on these proposed standards will continue through March 9, 2017, with final state approval expected shortly thereafter;

WHEREAS, within 180 days of the state's final approval of the minimum standards, every local indigent defense system must submit a plan to comply with the minimum standards and to provide quality defense to indigent people who are accused of crimes.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby appoints the Ingham County Indigent Defense System Collaborative Committee to develop and submit a plan that meets the minimum statutory standards and a cost analysis to the MIDC.

BE IT FURTHER RESOLVED, that the Ingham County Indigent Defense System Collaborative Committee shall consist of the following membership, subject to the approval of the respective governing entities, as follows:

<u>Ingham County Board of Commissioners</u>

Chair of the Law & Courts Committee

Ingham County Controller's Office
One designee of the Controller

55th District Court
Chief Judge or their designee
Court Administrator or their designee

30th Circuit Court
Chief Judge or their designee
Court Administrator or their designee

Ingham County Bar Association
Up to Three Criminal Defense Attorneys

BE IT FURTHER RESOLVED, that the Ingham County Indigent Defense System Collaborative Committee may also include the following as ex officio members:

Ingham County Board of Commissioners
Up to Two Additional Members of the Law & Courts Committee

Michigan Indigent Defense Commission
Regional Administrator

54-A, Lansing District Court
Chief Judge or their designee
Court Administrator or their designee

54-B, East Lansing District Court
Chief Judge or their designee
Court Administrator or their designee

LAW & COURTS: Yeas: Hope, Celentino, Koenig, Crenshaw, Schafer, Maiville
Nays: None A**bsent:** Banas **Approved 3/02/2017**

Adopted as part of a consent agenda.

ADOPTED - March 14, 2017
AGENDA ITEM NO. 23

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO UPDATE THE COURT OFFICER CIRCUIT COURT/FAMILY DIVISION JOB DESCRIPTION AND RECLASSIFY THE POSITION

RESOLUTION # 17 – 076

WHEREAS, the position of Court Officer – Circuit Court/Family Division, position number 140048 is vacant; and

WHEREAS, the Circuit Court Family Division has updated the job description; and

WHEREAS, the Circuit Court Family Division and Human Resources Department has reviewed the job description for the position of Court Officer-Circuit Court/Family Division and determined that the new classification and pay grade of the revised job description would be reclassified from UAW/E to a UAW/G ($38,190.64 – $45,534.95); and

WHEREAS, the additional long-term cost would be a difference of $6,366; and

WHEREAS, the Circuit Court Family Division has identified funds to cover this additional cost; and

WHEREAS, the UAW has reviewed the revised job description and supports the reclassification and salary placement; and

WHEREAS, the Deputy Court Administrator recommends that the Board of Commissioners authorize this personnel change and reclassification of the Court Officer–Circuit Court/Family Division.

THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes the changes to the Court Officer – Circuit Court/Family Division job description, position number 140048 and reclassification of the Court Officer – Circuit Court/Family Division from a UAW/E to a UAW/G.

BE IT FURTHER RESOLVED, that the Controller is authorized to make the necessary adjustments to the Circuit Court Family Division Position Allocation List and budget in accordance with this resolution.

LAW & COURTS: Yeas: Hope, Celentino, Koenig, Crenshaw, Schafer, Maiville
Nays: None A**bsent:** Banas **Approved 3/02/2017**

COUNTY SERVICES: Yeas: Crenshaw, Grebner, Koenig, Sebolt, Maiville
Nays: None **Absent:** Celentino, Nolan **Approved 3/07/2017**

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Case Naeyaert
Nays: None **Absent:** Tennis, Schafer **Approved 3/08/2017**
Adopted as part of a consent agenda.

ADOPTED - March 14, 2017
AGENDA ITEM NO. 24

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ADD TWO PART-TIME JUVENILE DETENTION SPECIALIST POSITIONS

RESOLUTION # 17 – 077

WHEREAS, the Youth Center provides short term secure detention for 24 delinquent youth from ages 12 to 17. The Youth Center is a self-contained program where youth are closely monitored in a structured setting 24 hours a day; and

WHEREAS, the Youth Center is staffed by Juvenile Detention Specialists (JDS) who provide direct care services to detained juveniles; and supervise, guide and counsel juveniles through daily activities within the framework of the detention environment; and

WHEREAS, the Division of Child Welfare Licensing defines a direct care worker as a person who has assigned child care responsibilities and provides direct care and supervision of children in a facility; and

WHEREAS, the Division of Child Welfare Licensing rule 400.123 states that a facility shall maintain a staffing ration of at least one direct care or supervisory staff for eight residents at all times when the residents are present and awake; and

WHEREAS, Currently the Youth Center has three JDS staff working first shift (7:00 am – 3:00 pm). One JDS is assigned to each of the two dayrooms and one JDS assigned to be a "floater" and is often pulled away from direct care duties, therefore compromising facility security and licensing requirements; and

WHEREAS, the current staffing ratio is not in compliance with the Division of Child Welfare Licensing staffing ratios and places residents and staff at higher risk of harm; and

WHEREAS, adding two part-time JDS positions would bring the Youth Center in compliance with licensing ratios; and

WHEREAS, the Office of Juvenile Justice and Delinquency Prevention issued a report in February 2009 stating that 71 percent of suicides occurred in detention facilities during traditional waking hours; and

WHEREAS, the UAW has reviewed the proposal and supports adding two part-time JDS positions; and

WHEREAS, the JDS position is compensated at a UAW/G level; and

WHEREAS, the Family Division has identified funds within the current 2017 budget to cover the cost.

THEREFORE BE IT RESOLVED, the Family Division shall add two part-time Juvenile Detention Specialist positions compensated at UAW/G level to fulfill safety and licensing requirements.

BE IT FUTHER RESOLVED, that the Controller/Administrator is authorized to adjust the Family Division's budget in accordance with this resolution.

LAW & COURTS: Yeas: Hope, Celentino, Koenig, Crenshaw, Schafer, Maiville
Nays: None A**bsent:** Banas **Approved 3/02/2017**

COUNTY SERVICES: Yeas: Crenshaw, Grebner, Koenig, Sebolt, Maiville
Nays: None **Absent:** Celentino, Nolan **Approved 3/07/2017**

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Case Naeyaert
Nays: None **Absent:** Tennis, Schafer **Approved 3/08/2017**

Adopted as part of a consent agenda.

ADOPTED - March 14, 2017
AGENDA ITEM NO. 25

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING A CONTRACT WITH TAB PRODUCTS COMPANY, LLC TO SUPPLY AND INSTALL THE ROLLING FILE SYSTEM FOR THE FILE ROOM EXPANSION PROJECT WHICH INCLUDES BOTH INGHAM COUNTY PROBATE COURT AND MENTAL HEALTH

RESOLUTION # 17 – 078

WHEREAS, the storage needs of the Probate Court should be adequately accommodated; they have been without adequate file storage for both active and non-active files; and

WHEREAS, the supply and install portion of this project will be performed by TAB Products Company, LLC; and

WHEREAS, this portion will be completed for a total cost of $32,444.00; and

WHEREAS, the funds are being requested from the Public Improvement Fund.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes a contract with TAB Products Company, LLC, 605 Fourth Street, Mayville, Wisconsin, 53050, to supply and install the rolling file system for the file room expansion project which includes both Ingham County Probate Court and Mental Health, for a total cost of $32,444.00.

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

LAW & COURTS: Yeas: Hope, Celentino, Koenig, Crenshaw, Schafer, Maiville
Nays: None A**bsent:** Banas **Approved 3/02/2017**

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Case Naeyaert
Nays: None **Absent:** Tennis, Schafer **Approved 3/08/2017**

Adopted as part of a consent agenda.

ADOPTED - March 14, 2017
AGENDA ITEM NO. 26

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING A CONTRACT WITH LJ TRUMBLE AS THE GENERAL CONTRACTOR FOR THE INGHAM COUNTY PROBATE COURT FILE ROOM EXPANSION PROJECT

RESOLUTION # 17 – 079

WHEREAS, the storage needs of the Probate Court should be adequately accommodated; they have been without adequate file storage for both active and inactive files; and

WHEREAS, the Facilities Department is asking for a $1,500.00 contingency for any unseen circumstances that may arise with this type of project; and

WHEREAS, the general contracting portion of this project, performed by LJ Trumble, will be completed for a total cost of $47,750.00; and

WHEREAS, Probate Court has $34,350.00 remaining in the 2016 CIP line item #245-26710-976000-6FC15 which was carried over into 2017; and

WHEREAS, the remaining funds needed, $13,400.00 (which includes a $1,500.00 contingency), are being requested from the Public Improvement Fund; and

WHEREAS, the total cost of the general contracting portion of this project is $47,750.00 which includes a $1,500.00 contingency; and

WHEREAS, if approved, funds are available from the following sources:

- $34,350.00 from the 2016 CIP line item #245-26710-976000-6FC15
- $13,400.00 from the Public Improvement Fund

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes a contract with LJ Trumble, 6850 Aurelius Road, Lansing, Michigan, 48911, as the general contractor for the Ingham County Probate Court file room expansion project, for a total cost of $47,750.00 which including a $1,500.00 contingency.

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

LAW & COURTS: Yeas: Hope, Celentino, Koenig, Crenshaw, Schafer, Maiville
Nays: None **Absent:** Banas **Approved 3/02/2017**

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Case Naeyaert
Nays: None **Absent:** Tennis, Schafer **Approved 3/08/2017**

Adopted as part of a consent agenda.

ADOPTED - March 14, 2017
AGENDA ITEM NO. 27

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE PARTICIPATION IN THE CITY OF LANSING/ INGHAM COUNTY MASS COMMUNICATION PROJECT

RESOLUTION # 17 – 080

WHEREAS, a Mass Communications System is a requirement under FEMA and Michigan's Comprehensive Preparedness Guide 201, specifically addressed in the Warning Annex. Emergency Management Authorities must be able to provide mass notification in times of Emergency; and

WHEREAS, this is an EMPG work agreement requirement for EMPG funded programs; and

WHEREAS, the current Mass Communications System project Code Red has been historically funded entirely with Homeland Security Grant Program Funds and shared equally by Ingham County and the City of Lansing; and

WHEREAS, the Ingham County 9-1-1 Center participates in this Code Red system and uses the system for a reverse 9-1-1 System; and

WHEREAS, an Internal Communications Platform is an add-on platform to allow agencies and communities to communicate with its employees for Overtime, Call Back, Special Teams Call outs, and many other general notifications; and

WHEREAS, this platform is currently being heavily used by many partners; and

WHEREAS, the third level is the Nixle Engage, which is currently being used by Ingham County, the City of Lansing, City of East Lansing, and Delhi Township; and

WHEREAS, Ingham County has been notified that the free version of this will not be available in the future because of the volume of use; and

WHEREAS, the intent of this project is to continue to provide the highest level of communications available to all of the municipalities within Ingham County; and

WHEREAS, an advisory group was put together to explore ways of selecting and funding a new and improved Mass Communications System when it became clear that Homeland Security grant funds would no longer be available for this purpose; and

WHEREAS, the advisory group agrees the best platform to accomplish these goals for all of the communities is the Everbridge Platform to replace the Code Red and Nixle platforms; and

WHEREAS, the City of Lansing will hold the main contract with Everbridge for this new Mass Communications System; and

WHEREAS, the Ingham County Board of Commissioners desires to participate in the new Mass Communications System.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes County participation in the new Everbridge Mass Communications System effective June 1, 2017 through May 31, 2018 at a total annual cost not to exceed $28,500.

BE IT FURTHER RESOLVED, that the 2017 funds will come from the 2017 County Contingency fund in the amount of $7,125 for the Ingham County Homeland Security Office portion of funding and from the 9-1-1 Fund balance in the amount of $7,125 for the Ingham County 9-1-1 Center for their 2017 portion of the funding.

BE IT FURTHER RESOLVED, that Ingham County's portion of funding for this Mass Communications System will be included in the 2018 budget and will be considered during future annual budget processes.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make necessary budget adjustments to reflect this participation in the Everbridge Mass Communications System.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is hereby authorized to sign the necessary subcontract documents with the City of Lansing on behalf of Ingham County after approval as to form by the County Attorney.

LAW & COURTS: Yeas: Hope, Celentino, Koenig, Crenshaw, Schafer, Maiville
Nays: None A**bsent:** Banas **Approved 3/02/2017**

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Case Naeyaert
Nays: None **Absent:** Tennis, Schafer **Approved 3/08/2017**

Adopted as part of a consent agenda.

ADOPTED - March 14, 2017
AGENDA ITEM NO. 28

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ACCEPT THE 2018 – 2022 STRATEGIC PLAN

RESOLUTION # 17 – 081

WHEREAS, the Ingham County Board of Commissioners has developed and desires to adopt of a strategic plan that presents the goals and aspirations of County government and all its affiliated departments and agencies; and

WHEREAS, the Board of Commissioners, working with elected officials, department heads and budgetary units has completed a comprehensive year-long project with the assistance of Management Partners, Inc., a professional strategic planning firm; and

WHEREAS, the Board of Commissioners has reviewed the plan in detail, provided feedback and made certain editorial modifications through its standing committees; and

WHEREAS, the Board deems the final draft of the plan to be comprehensive, appropriate, aspirational and strategically sound.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby accepts the 2018 – 2022 Ingham County Strategic Plan as presented and modified by the Board membership.

BE IT FURTHER RESOLVED, that the Board commends all those persons who participated in the development of the Strategic Plan for their dedication and commitment to the future of Ingham County.

LAW & COURTS: Yeas: Hope, Celentino, Koenig, Crenshaw, Schafer, Maiville
Nays: None A**bsent:** Banas **Approved 3/02/2017**

HUMAN SERVICES: Yeas: Sebolt, Nolan, McGrain, Anthony, Banas
Nays: None **Absent:** Tennis, Case Naeyaert **Approved 3/06/2017**

COUNTY SERVICES: Yeas: Crenshaw, Grebner, Koenig, Sebolt, Maiville
Nays: None **Absent:** Celentino, Nolan **Approved 3/07/2017**

FINANCE: Yeas: Grebner, McGrain, Hope, Anthony, Case Naeyaert
Nays: None **Absent:** Tennis, Schafer **Approved 3/08/2017**

Adopted as part of a consent agenda.

Ingham County Strategic Plan

Vision

Mission

Values

Overarching Priorities

Goals

Strategies

Success Indicators

February 2017

Prepared for Ingham County, Michigan by Management Partners

Management Partners

Table of Contents

Background 1
Vision and Mission 2
Values 3
Overarching County Priorities 4
Goals and Strategies 5
Service to Residents 6
Communication 7
Management, Finance and Governance 8
Information Technology 9
Facilities and Infrastructure 10
Human Resources and Staffing 11
Conclusion 12

Background

Ingham County is governed by a 14-member Board of Commissioners elected on a partisan basis for terms of two years from single-member districts that are approximately equal in population.

Introduction

Ingham County's Strategic Plan identifies the vision, values, and goals to guide resource allocation and work planning for the years 2018 through 2022. The plan includes strategies and an action plan (separate document) that specifies activities and tasks required to reach for accomplishing the goals. The strategic plan also includes success measures to evaluate the County's progress toward meeting these goals.

Strategic Planning Process and Workshops

The process for creating Ingham County's Strategic Plan began with individual interviews with Commissioners, department heads, and elected officials. Interviewees shared their perspectives on strengths, weaknesses, opportunities and challenges (SWOC) facing the County. A summary of themes, along with data on current socio-economic trends, was provided as background information for a workshop with elected officials and department heads in January 2016. During the workshop the participants identified draft goals and strategies, which were then shared with Commissioners.

A Strategic Planning Workshop for Commissioners was held in March of 2016. The workshop began with a discussion about the County's vision and mission, followed by discussion and prioritization of the values that provide the foundation for how the County does its work. In addition to discussing the Ingham County vision and values, the Commissioners developed goals and strategies. Together these elements comprise the Ingham County Strategic Plan. A subcommittee of Commissioners met in 2016 and early 2017 to refine this document which was subsequently approved by the Board of Commissioners on _____.

Vision and Mission

A vision statement is aspirational. It reflects a desired future for the County.

OUR VISION

Ingham County is a welcoming, inclusive, peaceful, engaged, healthy, and just community for all residents.

A mission defines the purpose of the organization, what it stands for and what it will do, and directs the day-to-day actions of leaders, managers and employees.

OUR MISSION

Ingham County will identify and provide high quality, easily accessible services that its residents value. These services will be delivered by an ethical, well-trained workforce comprised of public servants in the most effective, collaborative way possible.

Values

Values guide the actions and behaviors of County leaders and employees in carrying out Ingham County programs, projects and policy development.

OUR VALUES

While providing County services and doing our work we value:

- *Quality resident services;*
- *Accountability and fiscal responsibility;*
- *Diversity, equity and inclusion;*
- *Honesty, integrity and ethics; and*
- *Creativity and innovation.*

Goals and Strategies (2018 – 2022)

A goal is a statement of a specific direction and the desired outcome(s).

A strategy is an action to be taken to achieve a goal.

A success indicator is a quantifiable metric or measurement that is used over time to track progress and outcomes of programs. Success indicators are presented in a companion Implementation Action Plan document that is updated yearly as part of the annual budget process.

The Commissioners developed goals and strategies that address six strategic issue areas:

- Service to Residents
- Communication
- Facilities and Infrastructure
- Information Technology
- Management, Finance and Governance
- Human Resources and Staffing

Each of these six goals encompass many aspects and are interrelated. For example, information technology has an impact on service to residents, as does finance, facilities, infrastructure, communication and staffing. These interrelationships will be addressed as implementation proceeds and spelled out in the implementation action plan.

Overarching County Priorities

The Ingham County Board of Commissioners has adopted several long-term priorities that were instrumental in the development of the strategic plan goals and priorities. The long-term objectives are focused on County services that promote and emphasize a healthy and active population, a safe community, a thriving economy and high quality of life, a clean and protected environment, and an innovative approach to government services focused on fairness, equity and social justice.

The overarching long-term objectives for the plan include:

Overarching Long-term Objective	Goal					
	Service to Residents	Communication	Management, Finance and Governance	Information Technology	Facilities and Infrastructure	Human Resources and Staffing
Fostering economic wellbeing	●					
Preventing and controlling disease	●					
Promoting accessible healthcare	●					
Assisting in meeting basic needs	●					
Fostering youth development	●					
Enhancing access to County records		●				
Supporting public safety			●			
Assuring fair and efficient judicial processing			●			
Providing appropriate evidence based sanctions for adult offenders			●			
Providing appropriate evidence based treatment and sanctions for at-risk youth and juveniles			●			
Providing a quality transportation system, including roads					●	
Providing a suitable and ecologically sensitive drainage system					●	
Providing recreational opportunities					●	
Promoting environmental protection, smart growth and conservation					●	

Service to Residents

Goal: Provide easy access to quality, innovative, cost-effective services that promote well-being and quality of life for the residents of Ingham County.

Strategies

1. Strive to make facilities and services user-friendly.

2. Connect and collaborate with local government networks to learn about innovations and new cost effective service delivery models.

3. Develop a performance-based measurement system for monitoring and reporting County service delivery and outcomes.

4. Ensure employees provide complete and courteous responses to resident questions and inquiries.

5. Provide opportunities to gather feedback on County services from the public.

Communication

Goal: Improve service by enhancing the quality of external and internal communication.

Strategies

1. Promote key services through the local media.
2. Provide opportunities for residents and service recipients to share their experiences about County services.
3. Consider ways to brand and unify County messaging.
4. Assure ease of access to information on and maintenance of the County Web site.

Management, Finance and Governance

Goal: Maintain and enhance County fiscal health to ensure delivery of services to residents.

Strategies

1. Maintain the County's financial reserves at adequate levels.
2. Continue to monitor adherence to the County's financial reserve policy.
3. Develop options for service levels depending on the County's fiscal health.
4. Periodically review and revise policies and contracting procedures to reflect current best practices.
5. Conduct periodic internal audits to assess departmental compliance with management and financial policies and procedures.
6. Identify long and short-term funding priorities and financing options for capital projects.
7. Identify efficiencies through regional collaboration, consolidation and service sharing that promotes accountability, transparency and controlling costs.
8. Monitor and address unfunded liabilities.

Information Technology

Goal: Enhance and provide the necessary support and equipment to meet the IT needs of each department to make service delivery to the public more efficient and transparent.

Strategies

1. Support well-trained IT managers and staff current with emerging trends and best practices.

2. Annually budget for countywide IT projects including updates to existing software applications.

3. Establish consistent standards for department website design, information postings and monitoring.

Facilities and Infrastructure

Goal: Provide user friendly, accessible facilities and quality infrastructure.

Strategies

1. Review recommendations of the Space Utilization Study for Ingham County.

2. Plan physical space needed for future storage needs.

3. Identify areas for collaboration with other governmental units for facilities, property, and infrastructure upgrades.

4. Consider environmentally-friendly construction strategies.

Human Resources and Staffing

Goal: Attract and retain exceptional employees who reflect the community they serve and who prioritize public service.

Strategies

1. Attract and retain employees who value public service.
2. Regularly solicit employee feedback and suggestions for workflow improvements.
3. Encourage employee creativity and innovation.
4. Support employee and professional development.

Conclusion

This strategic plan includes goals and strategies to accomplish six areas of importance:

- Service to Residents,
- Communication,
- Management and Finance,
- Information Technology,
- Facilities and Infrastructure, and
- Human Resources and Staffing.

The goal areas encompass the overarching priorities articulated by the County Commissioners and guide how services to Ingham County residents and visitors are delivered. For example, information technology has an impact on service to residents, as does finance, facilities and infrastructure and will be further clarified and addressed as implementation proceeds.

An Implementation Action Plan has been developed and provided to the County under separate cover. It describes and sequences the actions required to carry out each of the strategies to accomplish the goals of the Strategic Plan.

Board of Commissioners

Kara Hope
Chairperson

Sarah Anthony
Vice- Chairperson

Randy Maiville
Vice Chairperson Pro Tem

Victor Celentino, District 1

Rebecca Bahar-Cook, District 2 (2016)
Ryan Sebolt, District 2 (2017)

Bryan Crenshaw, District 4

Todd Tennis, District 5

Penelope Tsernoglou, District 8 (2016)
Mark Grebner, District 8 (2017)

Carol Koenig, District 9

Brian McGrain, District 10

Teri Banas, District 11

Deb Nolan, District 12

Randy Schafer, District 13

Robin Case Naeyaert, District 14

ADOPTED - March 14, 2017
AGENDA ITEM NO. 29

Introduced by the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE INGHAM COUNTY TO JOIN MERIDIAN TOWNSHIP IN A JOINT AMICUS BRIEF TO THE MICHIGAN SUPREME COURT

RESOLUTION # 17 – 082

WHEREAS, a Court of Appeals ruling that big box stores could not lower their property tax valuations based on the "dark stores" method is going to the Michigan Supreme Court; and

WHEREAS, in the case of Menards v. City of Escanaba, the Court of Appeals unanimously ruled last spring that the Michigan Tax Tribunal (MTT) made an error in ruling that the Menards store could be valued solely on a sales-comparison approach; and

WHEREAS, in recent years, the MTT has used the "dark stores" assessing theory in valuing fully functional "big box" retail stores, comparing their value to similarly sized structures--even if they are vacant, abandoned or operating under a completely different use; and,

WHEREAS, this practice has distorted Michigan's property tax system, drastically reducing property values for large corporations and giving them a huge tax advantage over smaller businesses; and

WHEREAS, the Court of Appeals opinion agreed, saying that the sales-comparison model did not take into account the impact of deed restrictions on the property's market value; and

WHEREAS, Meridian Township is filing an amicus brief letting the Court know how important this case is and why the MTT prior decision is incorrect, and is requesting other interested municipalities, including Ingham County, to join them in order to show as much municipal interest as possible.

Type equation here.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the County of Ingham to join in the Meridian Township amicus brief to the Michigan Supreme Court at a cost to Ingham County not to exceed $1,000.00 and further authorize the Board Chair to execute an engagement letter with Meridian Township’s attorney upon review and approval of Corporate Counsel.

Adopted as part of a consent agenda.

SPECIAL ORDERS OF THE DAY

None.

PUBLIC COMMENT

None.

COMMISSIONER ANNOUNCEMENTS

Commissioner Crenshaw thanked Hiram Miller and Director Deb Fett of the Ingham County IT Department for staying after 5p.m. to fix his County tablet. He further stated that showed the commitment that Ingham County employees have to serving the needs that people have in the County.

Commissioner Nolan noted the March 8, 2017 windstorm and the damage it caused. She further stated that the Ingham County Road Department, Ingham County Sheriff's Office and the Ingham County 9-1-1 Center did a great job responding to the issues.

Commissioner Hope announced that the Thursday, March 16, 2017 Law & Courts meeting would be held in Conference Room A, and the Goldberg Group Architects would be presenting on the merits of building a new Ingham County Jail building or renovating the current building.

Commissioner Tennis announced that Tuesday, March 21, 2017 at 5:30p.m. at the Eagle Eye Conference Center Community and Schools Michigan Organization would be honoring Kelly Dean of Dean Transportation and Ron Beaver of the AFL-CIO of Michigan for their commitments and accomplishments at an awards dinner.

Commissioner Nolan announced that Cynthia Wagner, Potter Park Zoo Director, was in the audience, and the Board of Commissioners had passed four resolutions that related to the Potter Park Zoo. She further stated that the Potter Park Zoo staff had worked hard to reorganize the Zoo and she appreciated their hard work.

Commissioner Maiville complimented Chairperson Anthony and staff on the first ever State of the County address, as well as the host of the event, Potter Park Zoo.

Chairperson Anthony offered a special thanks to staff for their work on the State of the County event.

CONSIDERATION AND ALLOWANCE OF CLAIMS

Commissioner McGrain moved to pay the claims in the amount of $4,177,776.53. Commissioner Crenshaw supported the motion.

The motion carried unanimously.

ADJOURNMENT

The meeting was adjourned at 6:42 p.m.

AGENDA ITEM # 1

RECEIVED
MAR 1[illegible] 2017

Virg Bernero, Mayor

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on March 27, 2017 at 7:00 p.m. in the City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the establishment of an Obsolete Property Rehabilitation District (the "District"), pursuant to and in accordance with the provisions of the Obsolete Property Rehabilitation Act, Public Act 146 of 2000, for the property located at 629 West Hillsdale Street, Lansing, Michigan, legally described as follows:

LOT 1 CAPITOL COMMONS URBAN RENEWAL PLAT NO 1, Ingham County, Michigan -- Parcel Number: 33-01-01-16-360-002

Creation of this District will enable the owner or potentially the developer of property within the District to apply for an Obsolete Property Rehabilitation Exemption Certificate which would result in the abatement of certain property taxes. Further information regarding this issue may be obtained from Karl Dorshimer, Lansing Economic Area Partnership (LEAP), 1000 S. Washington Ave., Suite 201, Lansing, MI 48910, 517-702-3387.

Chris Swope

City Clerk

AGENDA ITEM # 2

RECEIVED
MAR 2017

Virg Bernero, Mayor

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on Monday, March 27, 2017 at 7:00 p.m. in the City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, City Assessor, other interested persons and ad valorem taxing units to appear and be heard on the approval of an Obsolete Property Rehabilitation Certificate (the "Certificate"), pursuant to and in accordance with the provisions of the Obsolete Property Rehabilitation Act, Public Act 146 of 2000, for property located at 629 West Hillsdale Street, Lansing, Michigan, but more particularly described as follows:

LOT 1 CAPITOL COMMONS URBAN RENEWAL PLAT NO 1, Ingham County, Michigan -- Parcel Number: 33-01-01-16-360-002, and

Approval of this Certificate will provide the owner or potentially the developer of property an abatement of certain property taxes for the improvements to the property noted above. Further information regarding this issue may be obtained from Karl Dorshimer, Lansing Economic Area Partnership (LEAP), 1000 S. Washington Ave., Suite 201, Lansing, MI 48910, 517-702-3387.

Chris Swope

City Clerk

AGENDA ITEM # 3

RECEIVED

Virg Bernero, Mayor

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on March 27, 2017 at 7:00 p.m. in the City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the establishment of an Obsolete Property Rehabilitation District (the "District"), pursuant to and in accordance with the provisions of the Obsolete Property Rehabilitation Act, Public Act 146 of 2000, for the property located at 1101 & 1103 South Washington Street, Lansing, Michigan, legally described as follows:

W 80 FT LOT 40 SPARROWS SUB OF BLOCK 200

Creation of this District will enable the owner or potentially the developer of property within the District to apply for an Obsolete Property Rehabilitation Exemption Certificate which would result in the abatement of certain property taxes. Further information regarding this issue may be obtained from Karl Dorshimer, Lansing Economic Area Partnership (LEAP), 1000 S. Washington Ave., Suite 201, Lansing, MI 48910, 517-702-3387.

Chris Swope

City Clerk

AGENDA ITEM # 4

RECEIVED

Virg Bernero, Mayor

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on March 27, 2017 at 7:00 p.m. in the City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the approval of Brownfield Plan #20a-rev1 – LorAnn Oils, Inc. pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for property commonly referred to as 4518 Aurelius Road located in the City of Lansing, but more particularly described as:

Part of the Southeast ¼ of Section 34, T4N, R2W, City of Lansing, Ingham County, Michigan, being more particularly described as follows; Commencing at the East ¼ Corner of said Section 34; thence S00°01'03"W, 744.50 feet along the East line of said Section 34; thence N89°53'43"W, 356.24 feet to the point of beginning of the following described Parcel; thence continuing N89°53'43"W, 193.76 feet; thence S00°01'03"W, 168.07 feet, parallel with the said East line; thence S89°19'29"E, 193.77 feet; thence N00°01'03"E, 170.00 feet, parallel with the said East line to the Point of Beginning. Containing 0.75 acres, more or less and subject to any easements or restriction of use of record. Parcel Number: 33-01-01-34-426-016, Ingham, County, Michigan.

Approval of this Brownfield Plan will enable the Lansing Brownfield Redevelopment Authority to capture incremental tax increases which result from the redevelopment of the property to pay for costs associated therewith. Further information regarding this issue, including maps, plats, and a description of the brownfield plan will be available for public inspection and may be obtained from Karl Dorshimer – Director of Economic Development, Lansing Economic Area Partnership, 1000 South Washington, Suite 201, Lansing, MI 48912, (517) 702-3387.

Chris Swope

City Clerk

AGENDA ITEM # 5

RECEIVED

Virg Bernero, Mayor

City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on March 27, 2017 at 7:00 p.m. in the City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the approval of Brownfield Plan #67 – 2200 Block Redevelopment Project pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended, for property commonly referred to as 2216 and 2224 East Michigan Avenue located in the City of Lansing, but more particularly described as:

2224 E. Michigan Avenue Lansing, MI 48912. Parcel number 33-01-01-14-304-391 LOTS 363 & 364 LESLIE PARK SUB.

2216 E. Michigan Avenue Lansing, MI 48912. Parcel number 33-01-01-304-401 LOTS 360, 361 & 362 LESLIE PARK SUB

Approval of this Brownfield Plan will enable the Lansing Brownfield Redevelopment Authority to capture incremental tax increases which result from the redevelopment of the property to pay for costs associated therewith. Further information regarding this issue, including maps, plats, and a description of the brownfield plan will be available for public inspection and may be obtained from Karl Dorshimer – Director of Economic Development, Lansing Economic Area Partnership, 1000 South Washington, Suite 201, Lansing, MI 48912, (517) 702-3387.

Chris Swope

City Clerk

AGENDA ITEM # 6

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING

RECEIVED
MAR 17 2017

C. HEIDI GRETHER
DIRECTOR

March 14, 2017

Dear Interested Party:

Pursuant to Act 451, Section 5511, the Michigan Department of Environmental Quality, Air Quality Division's Pending New Source Review Application Report is enclosed. This report lists all of the pending applications submitted for sources within your county.

The Pending New Source Review Applications Report includes the following information: county, city, date received, applicant's name, site address, application permit number, and a brief description of the nature of the source or process.

This report will be sent to you on a monthly basis unless you request that your name be deleted from our mailing list. Please note that this information is updated weekly and is also available on the Internet. A query is accessible on the Permits page at the following address: **http://www.deq.state.mi.us/aps.** Click on "NSR Pending Application Query," select the county name from the drop down list, then click the "Submit Query" button. You may obtain information on sources located in neighboring counties by accessing the above query or by contacting me.

Thank you for your interest in this matter.

Sincerely,

Sue Thelen

Sue Thelen
Permit Section
Air Quality Division
517-284-6804

Enclosure

MDEQ Air Quality Pending Permit to Install Applications

District: Lansing

County	City	SRN	Site Address	Applicant	Permit No.	Received	Application Reason
CLINTON	LANSING	N7138	16325 FELTON ROAD	KIRCHHOFF VAN-ROB	3-17	12/27/2016	NINE EXISTING STEEL COMPONENT RESISTANCE WELDING CELLS
GENESEE	MOUNT MORRIS	B7110	G-6065 N DORT HIGHWAY	MPLX TERMINALS, LLC	223-06A	1/31/2017	ADDITION OF PERMIT CONDITIONS FOR THE BACKUP EMISSION CONTROL DEVICE
GRATIOT	ITHACA	P0788	1266 E WASHINGTON ROAD	ZFS ITHACA, LLC	20-17	1/30/2017	GRAIN RECEIVING, SHIPPING, AND STRORAGE FACILITY
GRATIOT	SAINT LOUIS	N2422	801 WOODSIDE DRIVE	PLASTI PAINT, INC	568-97D	1/13/2017	TWO COATING LINES
INGHAM	EAST LANSING	A1588	4893 DAWN AVENUE	SUPERIOR BRASS & ALUMINUM CASTING	18-17	1/26/2017	FOUR SMALL RECLAIM SAND STORAGE BINS
INGHAM	EAST LANSING	K3249	354 SERVICE ROAD	MICHIGAN STATE UNIVERSITY	75-14C	11/4/2016	REMOVAL OF PERMITTED COAL-FIRE CONDITIONS
LIVINGSTON	BRIGHTON	P0768	7927 NEMCO WAY	VELSICOL CHEMICAL CORPORATION	1-16SA	11/1/2016	SUBSTANTIVE REQUIREMENTS DOCUMENT (SRD)
SHIAWASSEE	OWOSSO	N0022	401 S CHESTNUT STREET	MACHINE TOOL & GEAR, INC	40-17	3/1/2017	NEW HEAT TREATMENT LINE
SHIAWASSEE	OWOSSO	N2430	401 S DELANEY ROAD	OWOSSO COMPOSITE, LLC	129-16A	1/3/2017	NEW EQUIPMENT

MARCH 28, 2017
AGENDA ITEM NO. 7

Introduced by the County Services Committee:

INGHAM COUNTY BOARD OF COMMISSIONERS:

RESOLUTION TO APPROVE THE FARMLAND AND OPEN SPACE PRESERVATION BOARD'S RECOMMENDED SELECTION CRITERIA AND APPLICATION CYCLE FOR 2017

RESOLUTION # 17 –

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

WHEREAS, the Ingham County Board of Commissioners adopted the Ingham County Farmland and Open Space Preservation Ordinance in July 2004 and amended it in 2010 (10-99); and

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

WHEREAS, Ingham County voters passed a millage of .14 mils in 2008 to fund purchases of agricultural conservation easements through the Ingham County Farmland and Open Space Preservation Program; and

WHEREAS, in the course of implementing the Ordinance, the Ingham County Farmland and Open Space Preservation Board has established Selection Criteria for ranking landowner applications to the Ingham County Farmland and Open Space Preservation Program; and

WHEREAS, the Ingham County Ordinance requires that the Farmland and Open Space Selection Criteria's be approved by the Ingham County Board of Commissioners.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the attached 2017 Farmland and Open Space Selection Criteria's developed by the Ingham County Farmland and Open Space Preservation Board as set forth in the Farmland and Open Space Preservation Ordinance passed July 27, 2004.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners approves The Ingham County Farmland and Open Space Preservation Board hosting a 2017 farmland and open space preservation application cycle.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

Selection Criteria for Farmland Preservation Program

2017 Application Cycle

Tier I Criteria

I.	Agricultural Characteristics	55 points
II.	Development Pressure	48 points
III.	Additional Ag Protection Efforts	35 points
IV.	Other Criteria	10 points

I. AGRICULTURAL CHARACTERISTICS (55 POINTS)

1. **Agricultural Productivity – Prime and Unique Soils** **Maximum Points: 20**

Prime and Unique Soils

Prime under all circumstances	20 points
Prime if adequately drained	15 points
Not prime or unique	0 points

Example: 70% of parcel is prime under all circumstances (0.70 x 20 pts) = 14 points
30% of parcel is prime if adequately drained (0.30 x15 pts) = 4.5 points
Total points = 18.5 points

2. **Size of Parcel (s)** **Maximum Points: 15**

Points for parcels between 15 and 200 acres are calculated by multiplying 0.1 times the parcel size. Any parcel above 150 acres receives 15 points. Parcels between 15 and 39.99 acres ***must*** be in specialty crop production. Parcels that are 0-14.99 acres receive 0 points. Parcels less than 40 acres will receive a zero for Size of Parcel, unless there is Additional Agricultural Income, in which case parcels 15 acres or more receive points.

Example: Parcel size is 150 acres: 150 x 0.1 = 15
Example: Parcel is 85 acres: 85 x 0.1 = 8.5
Example: Parcel is 350 acres: 350 x0.1 = 35; 15 points, the maximum possible
Example: Parcel is 13 acres: (0 points for parcel less than 14.99 acres)

3. **Additional Agricultural Income** **Maximum Points: 15**

Points will be awarded to operations that have "value-added" agriculture either through animal related production or through production of a specialty crop (crops other than corn, wheat, soybeans), or both, with total sales over $5,000.00 annually.

Example: Parcel is integral to farm operation that produces a specialty crop, which grosses over $15,000 annually. Total points = 15 points

4. **Proximity to Existing Livestock Farms** **Maximum Points: 5**

A livestock operation for this purpose means a farm with more than 50 animal units (EPA definition: 1000 lbs = 1 unit)

Parcel is contiguous to an existing livestock operation	5 points
Parcel is located between 0.5 miles and 1 mile of an existing livestock operation	3 points
Parcel is located further than 1 mile from an existing livestock operation	0 points

**Contiguous for this section means no other parcel is located between the parcels. Parcels separated only by a road are considered contiguous.*

II. DEVELOPMENT PRESSURE (48 POINTS)

5. **Proximity to Existing Public Sanitary Sewer or Water, or Both** **Maximum Points: 10**

Linear (straight line) distance to existing, usable public sanitary sewer, or water services, or both, will result in the following scoring options:

Less than one-half (1/2) mile from sewer or water	5 points
One-half (1/2) mile or more but less than 1 mile	7 points
One (1) mile or more but less than 2 miles	10 points
Two (2) miles or more but less than 5 miles	5 points
More than 5 miles	0 points

Example: Parcel is located 3 miles from existing sewer lines. Total points = 5 points.

6. **Proximity to Designated Population Center in Ingham County (As Defined in "Regional Growth: Choices For Our Future", Summary Report, Tri-County Regional Planning Commission, September 2005** **Maximum Points: 30**

Farm boundary is 1 mile from, or within the population center	30 points
Farm boundary is within 1 to 2 miles from population center	28 points
Farm boundary is within 2 to 3 miles from population center	26 points
Farm boundary is within 3 to 4 miles from population center	24 points
Farm boundary is within 4 to 5 miles from population center	22 points
Farm boundary is more than 5 miles from population center	0 points

Example: Farm is located 2 miles from "designated population center". Total points= 28 points

7. **Road Frontage (paved or gravel)** **Maximum Points: 8**

Emphasis is placed on parcels with greater linear distance of road frontage, placing the farmland under a greater threat of fragmented development. Frontage can be gravel, paved, or both and must be adjacent to the subject parcel.

Road frontage of 5280 feet (1 mile) or more	8 points
Road frontage of 2640 feet (1/2 mile) to 5279 (just under 1 mile)	6 points
Road frontage of 1320 feet (1/4 mile) to 2639 (just under ½ mile)	4 points
Road frontage less than ¼ mile	0 point

Example: Parcel has 1 mile of road frontage. Total points = 8 points

III. ADDITIONAL AGRICULTURAL PROTECTION EFFORTS (35 POINTS)

8. **Location to Protected Property** **Maximum Points: 20**

Parcel is near other private land which has been permanently protected from development through a conservation easement or deed restriction (development rights may have been purchased, transferred or donated). Linear distance is used from nearest farm boundary.

Parcel is adjacent to protected land	20 points
Parcel is not adjacent but within 1/2 mile of protected land	15 points
Parcel is not adjacent but within 1 mile of protected land	10 points
Parcel is not adjacent but within 2 miles of protected land	5 points

Example: Parcel is adjacent to property under a permanent conservation easement = 20 points

9. **Block Applications** **Maximum Points: 15**

Emphasis is placed on applications which consist of two more landowners who create a 150-acre or more block of contiguous farmland. Contiguous blocks of farmland have a greater potential for creating a long-term business environment for agriculture. Parcels included in a block application must be contiguous (touching but may be separated by a road). Each applicant in the block application will receive points for this section.

Two or more landowners apply together to create 1000 or more contiguous acres	15 points
Two or more landowners apply together to create 750 to 999 contiguous acres	10 points
Two or more landowners apply together to create 500 to 749 contiguous acres	8 points
Two or more landowners apply together to create 300 to 499 contiguous acres	6 points
Two or more landowners apply together to create 299 to 150 contiguous acres	5 points
Contiguous acreage of 149 acres or less	0 points

Example: Four landowners, with varying parcel acreage, submit a block-application of about 800 contiguous acres. (Each of the four landowners would receive 10 points for this section).

***Note**: If a parcel in a block application is preserved, the remaining landowners will continue to receive full points for this section of the scoring criteria in future cycles, provided they still wish to participate in the block application.*

IV. OTHER CRITERIA (10 POINTS)

10. **Additional Agricultural Characteristics** **Maximum Points: 5**

Additional agricultural characteristics are USDA certified organic farm or Centennial farm.

Parcel has one or more additional agricultural features	5 points
Parcel does not have an additional agricultural feature	0 points

11. **Michigan Agricultural Environmental Assurance Program (MAEAP)** **Maximum Points: 5**
Participation in the MAEAP demonstrates a commitment to environmental stewardship above and beyond a conservation plan. The State Agriculture Preservation Board has identified the MAEAP as a priority to providing matching funds. Farms verified under the MAEAP must show *verification* to receive points.

Farm is MAEAP verified	5 points
Farm is not MAEAP verified	0 points

TIER I: TOTAL POINTS POSSIBLE IS 148

Selection Criteria for **Open Space** Land Preservation Program
2017 Application Cycle

Tier I Criteria Sections	
Ecological, scenic, geological criteria	56 points
Property size and location criteria	70 points
Maximum Total Points	***126 points***

I. ECOLOGICAL, SCENIC AND GEOLOGICAL CRITERIA (Maximum 56 POINTS)

1. Potential Conservation Area(s) (from the Greening Mid-Michigan Project) **maximum points: 10**

1. **High Potential** 10 points
2. **Medium Potential** 8 points
3. **Low Potential** 6 points

Example: parcel fall within a Medium Potential Conservation Area = 8 points

2. Water quality values

1. Riparian land **maximum points: 5**

Property with a water frontage of 200 linear feet or greater receives 5 points. Points for a property with water frontage of less than 200 linear feet are: 5 x linear feet of water frontage/200 = points.

Example: parcel has 75 feet of water frontage on the Red Cedar River: 5 x 75 = 375/200 = 1.875 points

2. Land in the 100-year flood plain **maximum points: 8**

Property that is 100% in the flood plain receives 8 points. Points for a property with less than 100% in the flood plain are: 8 x percent in flood plain = points.

Example: 20 acres of an 80 acre parcel is in the 100-year flood plain: 8 x 25/100 (20/80 = 0.25) = 200/100 = 2 points

3. Wetlands, including buffer area **maximum points: 4**

Property that is 100% wetland receives 4 points. Points for a property with less than 100% wetland are: 4 x percent in wetland = points.

Example: 5 acres of an 40 acre parcel is wetland: 4 x 12.5/100 (5/40= 0.125) = 50/100 =0 .5 points

4. Aquifer recharge land **maximum points: 8**

Property that is qualified by the MSU RS&GIS model as aquifer recharge land will receive points based on the following formula; Eight x percent aquifer recharge land = points.

Example: 10 acres of a 20 acre parcel is aquifer recharge land: 8 x 50/100 (10/20= 0.50) = 400/100 = 4 points

3. Habitats

1. Forestland **maximum points: 5**

Property that is 100% forest land receives 5 points. Points for a property with less than 100% forest land are: 5 x percent in forest land = points.

Example: 15 acres of a 20 acres parcel is wooded: 5 x 75/100 (15/20 = 0.75) = 375/100 = 3.75 points

2. Others – grassland, shrub land, etc. **maximum points: 3**

Property that is 100% in other types of natural habitat receives 3 points. Points for a property with less than 100% in other types of habitat are: 3 x percent in other types of habitat = points.

Example: 10 acres of a 15 acre parcel is grassland: 3 x 66/100 (10/15= 0.66) = 198/100 = 1.98 points

4. Rare species **maximum points: 10**

1. State and federal threatened and endangered species on the property

Up to 10 points may be given depending on rarity category; the higher the rarity category the more points given.

Example: Parcel has a Copperbelly water snake on the property: =10 points

5. Physically (geologically) significant features **maximum points: 3**

Up to 3 points may be given. Example: property has a terminal marine.

II. PROPERTY SIZE and LOCATION CRITERIA (Maximum 70 points)

6. Parcel size **maximum points: 25**

Parcels of 100 acres or greater receives 25 points. Points for a property of less than 100 acres are: 25 x acreage of parcel/100 = points.

Example: Parcel is 40 acres in size: 25 x 40 = 1000/100 = 10 points

7. Proximity to Designated Population Center in Ingham County (As Defined in "Regional Growth: Choices For Our Future", Summary Report, Tri-County Regional Planning Commission, Sept. 2005)

maximum points:30

Farm boundary is 1 mile from, or within the population center	30 points
Farm boundary is within 1 to 2 miles from population center	25points
Farm boundary is within 2 to 3 miles from population center	20 points
Farm boundary is within 3 to 4 miles from population center	15 points
Farm boundary is within 4 to 5 miles from population center	10 points
Farm boundary is more than 5 miles from population center	0 points

Example: Parcel is located 2 miles from "designated population center". Total points= 25 points

8. Location with respect to other protected property **maximum points: 10**

Permanently protected land is property with a conservation easement or a deed restriction that permanently prohibits development on the property. Linear distance is from nearest land boundaries.

Property is adjacent to protected land	10 points
Property is not adjacent but within 1/2 mile of protected land	8 points
Property is not adjacent but within 1 mile of protected land	6 points
Property is not adjacent but within 2 miles of protected land	4 points

Example: Parcel is within 1 mile of an already protected property = 6 points

9. Road frontage (paved or gravel) **maximum points: 2**

Road frontage of 1320 feet (1/4 mile) or greater receives 2 points. Points for road frontage of less than 1320 feet are: 2 x feet of road frontage/1320 = points.

Example: Parcel has 500 feet of road frontage: 2 x 500 = 1000/1320 = 0.76 points

10. Block applications **maximum points: 3**

Properties applying in a block application must be contiguous (they may be separated by a road). Each applicant in the block application will receive the stated points.

Two or more landowners applying together and submitting 300 or more contiguous acres each receives 3 points. Points for two or more landowners submitting less than 300 acres are: 3 x number of contiguous acres submitted/300 = points.

Example: Parcel is applying with three other landowners to make a 450 acre block of land: 3 x 450 = 1350/300 = 4.5 therefore the points received are 3, the maximum.

Note: If only one property in a block application is preserved, the remaining landowners will continue to receive full points for this section of the scoring criteria in future cycles, provided the remaining landowners still wish to participate in the block application.

MAXIMUM TOTAL TIER I POINTS POSSIBLE – 126

Applicants note: Landowners who accept federal, state or local matching funds to protect their open space land may be selected for the program before landowners who do not accept such funds, regardless of their relative ranking based on the above "Selection Criteria for Protection of Open Space Land".

MARCH 28, 2017
AGENDA ITEM NO. 8

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO HONOR RANDY NEFF

RESOLUTION # 17 –

WHEREAS, Randy Neff began his employment with the County in 1984 with what was then the Data Processing Department as a programmer of the mainframe system; and

WHEREAS, throughout his career Randy has been responsible for various projects including the County's first park shelter reservation system, the first inmate tracking system within the jail, the implementation of CourtView, and the current Multi-Agency Jail Booking System; and

WHEREAS, Randy's commitment to securing our access to LEIN data and ensuring compliance has been greatly appreciated by our many County departments and Ingham County; and

WHEREAS, during his career Randy was a source of history, knowledge, and calm for his fellow Innovation and Technology Department staff while being supportive with his reserved yet jovial manner.

THEREFORE BE IT RESOLVED, that the Board of Commissioners hereby honors Randy Neff for his steadfastness in safeguarding critical data and extends its sincere appreciation for his contributions during his years of dedicated service to the Ingham County Innovation and Technology Department.

BE IT FURTHER RESOLVED, that the Board of Commissioners extends to Randy its best wishes for continued success in all his future endeavors.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

MARCH 28, 2017
AGENDA ITEM NO. 9

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE SPECIAL AND ROUTINE ROAD DEPARTMENT PERMITS

RESOLUTION # 17 –

WHEREAS, as of July 23, 2013, the Ingham County Department of Transportation and Roads became the Ingham County Road Department per Resolution #13-289; and

WHEREAS, the Ingham County Road Commission periodically approved Special and Routine permits as part of the their roles and responsibilities; and

WHEREAS, this is now the responsibility of the Board of Commissioners to approve these permits as necessary.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the attached list of Special and Routine Permits dated March 7, 2017 as submitted.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

INGHAM COUNTY ROAD DEPARTMENT

DATE: March 7, 2017

LIST OF CURRENT PERMITS ISSUED

R/W PERMIT#	R/W APPLICANT /CONTRACTOR	R/W WORK	R/W LOCATION	R/W CITY/TWP.	R/W SECTION
2017-083	CONSUMERS ENERGY	GAS	TACOMA BLVD & YUMA TR	MERIDIAN	27
2017-088	COMCAST	CABLE / UG	LAUREATE DR & LOTT AVE	DELHI	12
2017-089	TIMOTHY ADLEMAN	LAND DIVISION	NIMS RD & MERIDIAN RD	BUNKER HILL	29
2017-090	MERIDIAN TOWNSHIP	ROAD CLOSURE/ SPECIAL EVENT	VARIOUS	MERIDIAN	
2017-091	CONSUMERS ENERGY	GAS	HOWELL RD & CEDAR ST	VEVAY	6
2017-093	CONSUMERS ENERGY	GAS	COLUMBIA RD & JENNINGS LN	AURELIUS	7
2017-094	CONSUMERS ENERGY	GAS	EVERY RD & JOLLY RD	ALAIEDON	1
2017-095	CONSUMERS ENERGY	GAS	OTWAR AVE & BIBER ST	MERIDIAN	6
2017-096	COMCAST	CABLE / UG	OTWNER RD & SAGINAW ST	MERIDIAN	4
2017-097	CONSUMERS ENERGY	GAS	HULETT RD & LOON LN	MERIDIAN	32
2017-098	US ENVIRONMENTAL / HMC	MISCELLANEOUS	JOLLY OAK RD & JOLLY RD	MERIDIAN	33

MANAGING DIRECTOR: _____

MARCH 28, 2017
AGENDA ITEM NO. 10

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION CREATING A SPECIAL COMPLETE STREETS COMMITTEE

RESOLUTION # 17 –

WHEREAS, the County Services Committee has been charged with the responsibility of establishing a special committee to explore the feasibility of a complete streets plan and policy for Ingham County; and

WHEREAS, the County Services Committee has recommended the establishment of a Special Complete Streets Committee.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby establishes a Special Complete Streets Committee and appoints the following:

Commissioner Ryan Sebolt (Chairperson)
Commissioner Carol Koenig
Commissioner Randy Maiville
Commissioner Deb Nolan
Commissioner Teri Banas
Commissioner Brian McGrain

BE IT FURTHER RESOLVED, the Special Complete Streets Committee will assess the feasibility of a complete streets plan and policy to be utilized for county roads within the County of Ingham.

BE IT FURTHER RESOLVED, that the Special Complete Streets Committee will expire June 30, 2017.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

MARCH 28, 2017
AGENDA ITEM NO. 11

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION ESTABLISHING A SPECIAL TRAILS AND PARKS COMMITTEE

RESOLUTION # 17 –

WHEREAS, in November 2014, the electorate approved a countywide trails and parks millage levy of 50/100 (.50) of one mill to be used for the purpose of creating and maintaining a county system of recreational trails and adjacent parks trail system, which may incorporate trails or parks created by local units of government, including Lansing's River Trail, and may acquire rights of way to connect and extend existing trails; and

WHEREAS, a Trails and Parks Task Force was created to recommend a process to be utilized for the expenditure of trails and parks millage funds; and

WHEREAS, the Trails and Parks Task Force expired December 31, 2016 and it is the desire of the Board of Commissioners to create a Special Trails and Parks Committee to examine the procedures currently in place.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby establishes a Special Trails and Parks Committee consisting of the following:

Commissioner Teri Banas (Chairperson)
Commissioner Robin Case Naeyaert
Commissioner Randy Maiville
Commissioner Ryan Sebolt
Commissioner Mark Grebner
Commissioner Carol Koenig
Commissioner Deb Nolan

BE IT FURTHER RESOLVED, that the Special Trails and Parks Committee will review the funding process currently in place to ensure the best use of millage dollars and will recommend procedural changes, if any, to the County Services Committee.

BE IT FURTHER RESOLVED, that the Special Trails and Parks Committee will expire effective September 30, 2017.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

MARCH 28, 2017
AGENDA ITEM NO. 12

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION DECLARING MARCH 31, 2017 AS "CESAR E. CHAVEZ DAY" IN INGHAM COUNTY

RESOLUTION # 17 –

WHEREAS, the late Cesar E. Chavez developed and lived by a unique blend of values, philosophy and styles; and

WHEREAS, throughout his youth and into his adulthood, Cesar migrated across the southwest laboring in the fields and vineyards where he was exposed to the hardships and injustices of farm worker life; and

WHEREAS, his life as a community organizer began in 1952 when he joined the Community Service Organization (CSO), a prominent Latino civil rights group, in the late 1950s and early 1960s, he served as the national director; and

WHEREAS, his dream was to create an organization to protect and serve farm workers, whose poverty and disenfranchisement he had shared, in 1962, Cesar resigned from the CSO, and founded what is now known as the United Farm Workers of America; and

WHEREAS, for more than three decades Cesar led the first successful farm workers union in American history serving hundreds of thousands of farm workers; and

WHEREAS, he led successful strikes and boycotts that resulted in the first industry-wide labor contracts and the efforts of his union brought about the passage of the groundbreaking 1975 California Agricultural Labor Relations Act to protect farm workers; and

WHEREAS, on April 23, 1993, Cesar Chavez, a true American hero, died of natural causes in San Luis, Arizona shortly before he was scheduled to appear in Lansing.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors the memory of Cesar E. Chavez, an extraordinary Mexican-American, Labor Leader and role model, and declares March 31, 2017 as "Cesar E. Chavez Day" in Ingham County.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

MARCH 28, 2017
AGENDA ITEM NO. 13

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE A LETTER OF UNDERSTANDING WITH THE INGHAM COUNTY EMPLOYEES' ASSOCIATION ASSISTANT PROSECUTING ATTORNEY DIVISION

RESOLUTION # 17 –

WHEREAS, a collective bargaining agreement had been reached between representatives of Ingham County and Ingham County Employees' Association – Assistant Prosecuting Attorney Division for the period January 1, 2015 through December 31, 2017; and

WHEREAS, the Employer and the Union discussed the need to increase the number of Unit Chiefs that may be designated by the Prosecuting Attorney; and

WHEREAS, a Letter of Understanding captures the agreement between the parties (copy attached) regarding the necessary change to the collective bargaining agreement.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the Letter of Understanding between Ingham County and Ingham County Employees' Association – Assistant Prosecuting Attorney Division.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized to sign the Letter of Understanding modifying the current collective bargaining agreement, subject to the approval as to form by the County Attorney.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

LETTER OF UNDERSTANDING

BETWEEN

INGHAM COUNTY
THE PROSECUTING ATTORNEY OF THE COUNTY OF INGHAM
(Jointly hereinafter referred to as "Employer")

AND

INGHAM COUNTY EMPLOYEES' ASSOCIATION
ASSISTANT PROSECUTING ATTORNEY'S DIVISION
(Hereinafter referred to as "Union")

WHEREAS, the Employer and the Union have entered a collective bargaining agreement with a term running January 1, 2015 through December 31, 2017; and

WHEREAS, the parties wish to amend Article 6, Section 3 regarding the number of designated Assistant Prosecuting Attorneys as Unit Chiefs; and

WHEREAS, this change is necessary to provide oversight to a division of the Prosecutors' Office.

NOW, THEREFORE, it is hereby agreed by the parties to modify subsection B as follows:

> The parties agree that the Prosecuting Attorney has the managerial discretion to designate nine (9) Assistant Prosecuting Attorneys as Unit Chiefs on a temporary basis and to temporarily designate a Deputy Chief Assistant. The designation of Unit Chiefs and Deputy Chief Assistant shall not be or become a job classification, except for wages.

COUNTY OF INGHAM

Sarah Anthony, Chairperson Date

Carol Siemon, Date
Prosecuting Attorney

INGHAM COUNTY EMPLOYEES' ASSOCIATION – ASSISTANT PROSECUTORS' DIVISION

Steve Kwasnik, President Date

Timothy J. Dlugos, Date
General Counsel

Approved as to form:
Cohl, Stoker & Toskey, P.C.

MARCH 28, 2017
AGENDA ITEM NO. 14

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ADOPT A FEE INCREASE FOR EXPEDITED SERVICE FOR CERTIFIED COPIES OF VITAL RECORDS ISSUED BY THE COUNTY CLERK'S OFFICE

RESOLUTION # 17 –

WHEREAS, the County Clerk's Office currently collects $25.00 for expedited mail service when issuing certified copies of vital records through the mail; and

WHEREAS, the United States Postal Service (USPS) increased the postage rate used for expedited mail service from $19.99 per stamp to $22.95 as of January 17, 2016 and from $22.95 per stamp to $23.75 as of January 22, 2017; and

WHEREAS, the cost of providing the expedited mail service should be recovered by such fees; and

WHEREAS, it has been determined that the fee for expedited mail service for mailing certified copies of vital records issued by the County Clerk's Office should be increased in order to not lose General Fund revenue.

THEREFORE BE IT RESOLVED, the Board of Commissioners authorize the fee increase from $25.00 to $30.00 for expedited mail service when issuing certified copies of vital records by the County Clerk's Office, effective upon the adoption of this resolution.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make the necessary budget adjustments required as a result of this resolution.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 15

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AWARD A CONTRACT FOR REPLACEMENT OF LIGHT FIXTURES AT THE INGHAM COUNTY COURTHOUSE

RESOLUTION # 17 –

WHEREAS, there are sixty-seven light fixtures throughout the Courthouse that use 400w metal halide bulbs; and

WHEREAS, these fixtures provide uneven and/or poor light levels throughout the building; and

WHEREAS, they also produce high levels of heat and are not energy efficient; and

WHEREAS, to maintain the historical look of the Courthouse the new fixtures will have the same appearance as the existing ones; and

WHEREAS, this project qualifies for energy efficiency rebates from Consumers Energy, amount to be determined upon completion of project; and

WHEREAS, both the Facilities and Purchasing Departments agree that a contract be awarded to Centennial Electric who submitted the lowest responsive and responsible bid in the amount of $88,125.00; and

WHEREAS, the Facilities Department is asking for an $2,000.00 contingency for any unforeseen circumstances that may arise; and

WHEREAS, the total cost to perform this upgrade is $90,125.00 which includes the requested $2,000.00 contingency; and

WHEREAS, funds for this project are available within the 2017 approved CIP Line Item #245-90212-976000-6FC14 which has a balance of $92,121.20 for Mason Courthouse lighting upgrades.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes awarding a contract to Centennial Electric PO Box 56, Grand Ledge, Michigan, 48837 to replace existing high energy use light fixtures with low energy use LED fixtures at the Ingham County Courthouse for a total not to exceed total cost of $90,125.00 which includes the requested $2,000.00 contingency.

BE IT FURTHER RESOLVED, 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.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Maiville
Nays: Sebolt **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 16

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AWARD A CONTRACT FOR REPLACEMENT OF THE AIR SEPARATOR AT THE HUMAN SERVICES BUILDING

RESOLUTION # 17 –

WHEREAS, the existing air separator, part of the original cooling system, is over 30 years old; and

WHEREAS, the seals are bad, it's cracked, leaking and needs to be replaced; and

WHEREAS, the air separator continuously separates and collects any air from the chilled water loop, as it circulates, so that it may be vented automatically; and

WHEREAS, the Facilities Department is requesting that a contract be awarded to John E. Green who submitted the lowest bid amount of $5,000.00 to replace the air separator; and

WHEREAS, funds for this project are available in the 2017 approved CIP line item #631-23304-978000-7FC14, which has a balance of $10,000.00 for an HSB air separator.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes awarding a contract to John E. Green Company, 1125 North Cedar Street, Mason, Michigan 48854, to replace the air separator that serves the Human Services Building cooling system for a not to exceed cost of $5,000.00.

BE IT FURTHER RESOLVED, 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.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 17

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT TO STRIP, CLEAN, AND SEAL TILE FLOORS AT THE INGHAM COUNTY COURTHOUSE

RESOLUTION # 17 –

WHEREAS, the Facilities Department would like to strip, clean and seal the tile floors in all public areas of the Mason Courthouse to restore the historic look of the building; and

WHEREAS, Len's Carpet Care submitted the lowest responsive and responsible bid of $5,795.00; and

WHEREAS, funds for this project are available within the approved CIP Line Item #245-90212-931000-7FC20 for Mason Courthouse tile floor restoration which has an available balance of $6,500.00.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes a contract with Len's Carpet Care, 3436 Franette Road, Lansing, MI 48906, to strip, clean and seal the tile floors in all public areas of the Mason Courthouse for a not to exceed cost of $5,795.00.

BE IT FURTHER RESOLVED, 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.

COUNTY SERVICES: Yeas: Crenshaw, Grebner, Nolan, Koenig, Maiville
Nays: Celentino, Sebolt **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 18

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AWARD A CONTRACT TO REBUILD THREE-WAY CHILLED WATER CONTROL VALVES AT THE HUMAN SERVICES BUILDING

RESOLUTION # 17 –

WHEREAS, the eight existing Air Handler Unit valves are over 30 years old and are leaking; and

WHEREAS, Myers Plumbing and Heating submitted the lowest price to re-build the eight existing three way chilled water control valves; and

WHEREAS, both the Purchasing and Facilities Departments agree that a contract be awarded to Myers Plumbing & Heating who submitted the lowest responsive and responsible bid of $5,704.00; and

WHEREAS, funds for this project are available in the 2017 CIP line item #631-23304-978000-7FC19.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes awarding a contract to Myers Plumbing & Heating, Inc., 16825 Industrial Parkway, Lansing, Michigan 48906, to re-build the eight existing three way chilled water control valves on the Human Services Building Air Handling Unit.

BE IT FURTHER RESOLVED, 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.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 19

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AWARD A CONTRACT FOR REPLACEMENT OF AN AIR COMPRESSOR AT THE HUMAN SERVICES BUILDING

RESOLUTION # 17 –

WHEREAS, the existing air compressor is 33 years old; and

WHEREAS, it serves the buildings pneumatic controls which in turn operate the heating and cooling controls; and

WHEREAS, it is worn beyond repair and needs to be replaced; and

WHEREAS, the Facilities Department is requesting that a contract be awarded to Myers Plumbing and Heating who submitted the lowest bid amount of $ 9,795.00 to replace the air compressor; and

WHEREAS, the Facilities Department is asking for a line item transfer of $3,295.00 from the 2017 approved CIP line item #631-23304-978000-7FC14, which has a balance of $5,000,00 for the HSB air separator, into the 2017 approved CIP line item# 631-23304-978000-7FC13 which has a balance of $6,500.00 for the air compressor; and

WHEREAS, if approved, funds for this replacement are available in the 2017 approved CIP line item #631-23304-978000-7FC13 which will have a balance of $9,795.00.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes awarding a contract to Myers Plumbing & Heating, Inc., 16825 Industrial Parkway, Lansing, Michigan 48906, to replace the air compressor that serves the Human Services Buildings pneumatic controls for a not to exceed cost of $9,795.00.

BE IT FURTHER RESOLVED, the Facilities Department is asking for a line item transfer of $3,295.00 from the 2017 approved CIP line item #631-23304-978-7FC14 which has a balance of $5,000,00 for the HSB air separator into the 2017 approved CIP line item #631-23304-978000-7FC13 which has a balance of $6,500.00 for the air compressor, bringing the total available funds to $9,795.00.

BE IT FURTHER RESOLVED, 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.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 20

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AWARD A CONTRACT FOR MONUMENTATION AND REMONUMENTATION PROJECT REPRESENTATIVE

RESOLUTION # 17 –

WHEREAS, Acts 345 and 346, P.A. of 1990, states that each County in the State of Michigan shall prepare a County Monumentation and Remonumentation Plan; and

WHEREAS, the Ingham County Monumentation and Remonumentation Plan was submitted by the Ingham County Board of Commissioners and approved by the State Survey and Remonumentation Commission on June 24, 1992; and

WHEREAS, as required by Act 345, P.A. 1990 a condition of receiving annual grant funds to implement the County Monumentation and Remonumentation Plan is that the County obtain and/or contract with a professional surveyor to oversee the activities of the grant project; and

WHEREAS, Ronnie M. Lester, P.S., was selected in 1992 to be the Ingham County Representative and has since been an integral part of the implementation of the Ingham County Monumentation and Remonumentation Plan.

THEREFORE BE IT RESOLVED, upon the respectful recommendation of the Ingham County Remonumentation Committee, that the Ingham County Board of Commissioners contract with Ronnie M. Lester, P.S., upon approval of the 2017 Grant Application by the State Monumentation and Remonumentation Commission, for the related services of County Representative as required by Act 345, P.A. 1990. Said contract to be funded by Survey and Remonumentation grant funds authorized under Act 345, P.A. 1990, for the period of one year, January 1, 2017 through December 31, 2017, at a cost not to exceed $10,500.

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.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 21

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AWARD CONTRACTS FOR REMONUMENTATION PROJECT SURVEYORS

RESOLUTION # 17 –

WHEREAS, Acts 345 and 346, 1990, state that each County in the State of Michigan shall prepare a County Monumentation and Remonumentation Plan; and

WHEREAS, the Ingham County Remonumentation Plan was submitted by the Ingham County Board of Commissioners and approved by the State Survey and Remonumentation Commission on June 24, 1992; and

WHEREAS, six qualified surveying firms were selected through a thorough competitive process and have each proposed performing a portion of the monumentation services for 2017; and

WHEREAS, it is the recommendation of the Evaluation Committee, with the concurrence of the Remonumentation Committee, that it is in the County's best interest to authorize contracts with Autenrieth Land Surveys, Bumstead Land Surveys, Enger Surveying and Engineering, Geodetic Design, Inc., and Wolverine Engineering and Surveyors, Inc. for services as monumentation surveyors for 2017.

THEREFORE BE IT RESOLVED, upon the respectful recommendation of the Ingham County Remonumentation Committee, that the Ingham County Board of Commissioners contracts for the services of County Project Surveyors as required by Act 345, P.A., 1990, said contracts to be funded by survey and remonumentation grant funds authorized for 2017:

Autenrieth Land Surveys: $6,600
Bumstead Land Surveys: $13,100
Enger Surveying and Engineering: $13,100
Geodetic Design, Inc.: $13,100
Wolverine Engineering and Surveyors, Inc.: $13,100

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.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 22

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AWARD CONTRACTS FOR PEER REVIEW GROUP MEMBERS

RESOLUTION # 17 –

WHEREAS, Acts 345 and 346, 1990, state that each County in the State of Michigan shall prepare a County Monumentation and Remonumentation Plan; and

WHEREAS, the Ingham County Remonumentation Plan was submitted by the Ingham County Board of Commissioners and approved by the State Survey and Remonumentation Commission on June 24, 1992; and

WHEREAS, the State Survey and Remonumentation Act, Public Act 345 of 1990, specifically MCL 54.296b, requires that Peer Review Group members be appointed by the County Board of Commissioners.

THEREFORE BE IT RESOLVED, that upon respectful recommendation of the Ingham County Remonumentation Committee, that the Ingham County Board of Commissioners appoints the following individuals as Peer Review Group Members for the 2017 Ingham County Remonumentation Project:

Anthony Bumstead,, 318 W. Lovett #3, Charlotte, MI 48813
Jeffrey K. Autenrieth, P.O. Box 80678, Lansing, MI 48917
David Clifford, P.O. Box 87, Mason, MI 48854
Ronald Enger, P.O. Box 87, Mason, MI 48854
Gilbert Barish, 2300 N. Grand River Avenue, Lansing, MI 48906
David Van Denberghe, 2300 N. Grand River Avenue, Lansing, MI 48906
Greg Vaughn, 312 North Street, Mason, MI 48854
Brett Hollandsworth, 312 North Street, Mason, MI 48854
Mark Jakubix, 312 North Street, Mason, MI 48854

to terms expiring December 31, 2017.

BE IT FURTHER RESOLVED, upon respectful recommendation of the Ingham County Remonumentation Committee, that the Ingham County Board of Commissioners contracts the services of the Peer Review Group Members, said contracts to be funded by survey and remonumentation grant funds authorized for 2017 at a cost not to exceed $600 per Peer Review Group Member.

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.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 23

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE A BROWNFIELD PLAN FOR THE K3 PROPERTY

RESOLUTION # 17 –

WHEREAS, the Ingham County Board of Commissioners created the Ingham County Brownfield Redevelopment Authority (ICBRA) in September 2001 (Resolution #01-279) pursuant to PA 381 of 1996, as amended (the ACT) in order to promoted the redevelopment of environmentally distressed, functionally obsolete, and/or blighted areas of the County; and

WHEREAS, the ICBRA met on February 10, 2017 and recommended approval of a brownfield plan for K3 Property LLC (the PLAN) to redevelop deteriorating and under-utilized property in the City of Mason (the CITY) with tax ID Numbers: 33-19-10-08-476-012 and 33-19-10-08-476-010 (the PROPERTY) containing approximately 2.18 acres into a Klavons Restaurant with an investment of approximately $2,500,000 which will increase the County's taxable value while creating approximately 108 FTE jobs; and

WHEREAS, the PLAN includes a Tax Increment Financing Plan to allow for the capture of taxes to reimburse for eligible expenses as described in the PLAN; and

WHEREAS, the PLAN constitutes a public purpose under the ACT; and

WHEREAS, the proposed PLAN meets the requirements for a Brownfield Plan as established in Section 13 of the ACT; and

WHEREAS, the CITY held a public hearing on the PLAN at its meeting on March 6, 2017 and approved the PLAN at its meeting on March 6, 2017; and

WHEREAS, the Developer has agreed to add Section XX "Tax Valuation and Payment of Tax Increment Revenue Shortfall" in the Development Reimbursement Agreement between the Developer and ICBRA for the capture and repayment of tax increment revenues towards eligible Brownfield Plan costs related to the shortfall in the event of a tax appeal; and

WHEREAS, the proposed Brownfield Plan includes a total capture of $245,923.44, of which the projected costs of eligible activities is $234,212.80 and the maximum capture into the ICBRA Local Site Remediation and Revolving Fund (LSRRF) shall be 11,710.64; and

WHEREAS, the taxing jurisdictions that will be affected by this PLAN have been duly notified about the fiscal and economic implications of the proposed Tax Increment Financing Plan in accordance with the ACT.

THEREFORE BE IT RESOLVED, that after review and consideration of the Brownfield Plan for the K3 Properties and recommendation and approval of the PLAN by the City of Mason, the Ingham County Board of Commissioners desires to proceed with approval of the PLAN.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners, pursuant to the authority granted by the ACT does hereby approve the Brownfield Plan for K3 Property LLC in the form attached as Exhibit A and authorizes the Chair to sign all agreements needed to implement the PLAN

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

.

envirologic
environmental consulting + services

INGHAM COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN

FOR A SITE AT

318 W. KIPP ROAD
MASON, MICHIGAN

DECEMBER 27, 2016

Prepared for:

K3 Property LLC
5653 South Stony Lake Road
Jackson, MI 49201

Approved by the Brownfield Redevelopment Authority on 2/10/17 -lg
Approved by the governing body of the local jurisdiction on 3/6/17 dcf
Approved by the County Board of Commissioner on _____

Prepared with the assistance of:
Envirologic Technologies, Inc.
2960 Interstate Parkway
Kalamazoo, Michigan 49048
(269) 342-1100

TABLE OF CONTENTS

1. INTRODUCTION AND PURPOSE 1

2. ELIGIBLE PROPERTY INFORMATION 2

3. PROPOSED REDEVELOPMENT 3

4. BROWNFIELD CONDITIONS 3

5. BROWNFIELD PLAN ELEMENTS (AS SPECIFIED IN SECTION 13(1) OF ACT 381) 4

A. DESCRIPTION OF COSTS TO BE PAID FOR WITH TAX INCREMENT REVENUES 4
B. SUMMARY OF ELIGIBLE ACTIVITIES 5
C. ESTIMATE OF CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUES 5
D. METHOD OF FINANCING AND DESCRIPTION OF ADVANCES BY THE MUNICIPALITY 5
E. MAXIMUM AMOUNT OF NOTE OR BONDED INDEBTEDNESS 6
F. DURATION OF BROWNFIELD PLAN 6
G. ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS 6
H. LEGAL DESCRIPTION, PROPERTY MAP, STATEMENT OF QUALIFYING CHARACTERISTICS AND PERSONAL PROPERTY 6
I. ESTIMATES OF RESIDENTS AND DISPLACEMENT OF FAMILIES 7
J. PLAN FOR RELOCATION OF DISPLACED PERSONS 7
K. PROVISIONS FOR RELOCATION COSTS 7
L. STRATEGY FOR COMPLIANCE WITH MICHIGAN'S RELOCATION ASSISTANCE LAW 7
M. DESCRIPTION OF PROPOSED USE OF LOCAL SITE REMEDIATION REVOLVING FUND 7
N. OTHER MATERIAL THAT THE AUTHORITY OR GOVERNING BODY CONSIDERS PERTINENT 8

EXHIBITS

FIGURE 1: *Location Map*
FIGURE 2: *Site Plan*

SCHEDULES/TABLES

TABLE 1: *Summary of Eligible Costs*
TABLE 2: *Estimate of Total Captured Incremental Taxes*
TABLE 3: *Estimate of Annual Effect on Taxing Jurisdictions*
TABLE 4: *Captured Taxable Value and Tax Increment Revenue by Year and Aggregate for Each Taxing Jurisdiction*
TABLE 5: *Estimated Reimbursement Schedule*
TABLE 6: *Interest Calculation*

ATTACHMENTS

NOTICE OF PUBLIC HEARING

NOTICE TO TAXING JURISDICTIONS

RESOLUTION SUPPORTING A BROWNFIELD PLAN-CITY OF MASON

RESOLUTION ADOPTING A BROWNFIELD PLAN-INGHAM COUNTY

©envirologic

INGHAM COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
BROWNFIELD PLAN
318 W. KIPP
MASON, MICHIGAN

1. INTRODUCTION AND PURPOSE

Envirologic has prepared this Brownfield Plan on behalf of K3 Property LLC and for the Ingham County Brownfield Redevelopment Authority for two parcels of developed property, totaling approximately 2.18 acres and located at 318 W. Kipp Road, Mason, Michigan, being redeveloped by K3 Property LLC. (Exhibits, Figure 1). The project includes the redevelopment of a former auto service and adjoining vacant parcel into a pizzeria and pub establishment.

The proposed project included in this Brownfield Plan will benefit the local community by creating a gathering space for local residents as well as increasing tax revenue for the City of Mason. The subject property consists of two parcels. The 1.22-acre parcel located at 318 W. Kipp Road houses a former auto service, approximately 3,700 square feet in size. The property has been vacant for approximately 12 months. The adjoining parcel is vacant land, approximately 0.96 acres in size. Therefore, the redevelopment project is creating new investment in the community by creating new jobs and making productive use of an underutilized piece of property.

The developed parcel at 318 W. Kipp Road (Parcel ID# 33-19-10-08-476-012) has been identified as "Functionally Obsolete" by the City Assessor for the City of Mason, a certified Michigan Advanced Assessing Officer. This determination was based on an inspection of the property on June 13, 2016. The definition for "functionally obsolete" means that the property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or super adequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property. The assessor has based her expert opinion on the fact that the property is uncompetitive with recently constructed properties in the vicinity. Such uses that attract business off the interstate highway such as retail shopping, gas stations, restaurants, and lodging are market standard in the immediate vicinity. The subject property does not have a public water, storm, or sewer connection. The assessor has deemed that it would not be financially feasible to convert the current structure to a use more suitable to this subject's location. The adjacent vacant parcel (Parcel ID# 33-19-10-08-476-010) is included in this

©envirologic

Brownfield Plan because it is contiguous and adjacent to the functionally obsolete parcel and development of the adjacent parcel will increase the captured taxable value of that property.

The project includes "non-environmental costs" that are eligible for reimbursement through the Brownfield Plan. Specific non-environmental eligible costs include public infrastructure costs and preparation of the Brownfield Plan. The installation of a sanitary sewer connection and connection to public water and storm water drainage system is an eligible cost as the City of Mason is a Qualified Local Unit of Government (Core Community). Public infrastructure improvements are eligible for reimbursement in Core Communities.

This Brownfield Plan identifies the eligible non-environmental activities that have been completed or will be conducted and which will be reimbursed through the capture of local tax increment revenues. School tax increment revenues are not being sought through this Brownfield Plan.

The purpose of this plan, to be implemented by the Authority, is to satisfy the requirements for a Brownfield Plan as specified in Act 381 of the Public Acts of the State of Michigan of 1996, as amended, MCL 125.2651 et. seq., which is known as the "Brownfield Redevelopment Financing Act." Terms used in this document are as defined in Act 381.

2. ELIGIBLE PROPERTY INFORMATION

The property subject to this plan consist of two parcels (Parcel IDs: 33-19-10-08-476-012 and 33-19-10-08-476-010) totaling approximately 2.18 acres and located at 318 W. Kipp Road, City of Mason, Ingham County, Michigan (property). Parcel 33-19-10-08-476-012 has been designated "Functionally Obsolete Property" by the City Assessor for the City of Mason. Parcel 33-19-10-08-476-012 is adjacent and contiguous to the functionally obsolete property.

Within the City of Mason, the property is situated on the north side of W. Kipp Road between S. Cedar Street and the entrance ramp to US-127. Vacant land exists to the west, a Meijer grocery store exists to the south, a residential neighborhood to the north and a dry cleaning business to the east. The subject property is zoned "C2," Commercial. The new pizzeria created through this redevelopment project will complement the business district and meet the needs of gathering and dining options of the community.

©envirologic

The existing structure on the property includes one vacant and "functionally obsolete" commercial building, approximately 3,700 square feet in size. The "functionally obsolete" status is based on the property is uncompetitive as compared to surrounding properties and due in part to a lack of a sewer or public water connection to the property. The installation of public utility connections represent an additional challenge to the development.

A location map and legal description can be found in Exhibit A.

3. PROPOSED REDEVELOPMENT

This Brownfield Plan has been prepared to support the redevelopment efforts of the subject property. The redevelopment consists of converting a "functionally obsolete" and vacant former auto service into a pizzeria and pub. Extension of the public sewer, water, and stormwater drainage system to serve the project site and nearby properties will be completed by the City of Mason. Redevelopment is scheduled to begin in April or May of 2017 with an anticipated completion date of late December, 2017.

The site is currently owned by K3 Property LLC. The private investment is expected to be $2,500,000 with 108 new FTE jobs created as a result of the proposed project.

4. BROWNFIELD CONDITIONS

The subject property was developed into an auto repair service in 1995. Prior to construction of the auto service building, the property was vacant land. Sanitary sewer and public water utility connections do not exist at the property and have led to the designation as "functionally obsolete" as determined by a Level 3 Assessor. The following facts, without limitation, form the basis of the assessor's expert opinion:

The property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or super adequacies in design, or other similar factors that affect the property itself of the property's relationship with other surrounding property. This determination was based on an inspection of the property located at 318 W. Kipp Road on June 13, 2016.

The assessor has based her expert opinion on the fact that the property is uncompetitive with recently constructed properties in the vicinity. Such uses that attract business off the highway

©envirologic

interstate such as retail shopping, gas stations, restaurants and lodging are market standard in the immediate vicinity. The subject property does not have a public utility water or sewer connection. The assessor has deemed that it would not be financially feasible to convert the current structure to a use more suitable to this subject's location.

5. BROWNFIELD PLAN ELEMENTS (as specified in Section 13(1) of Act 381)

A. Description of Costs to be Paid for with Tax Increment Revenues

This Brownfield Plan has been developed to reimburse existing and anticipated costs to be incurred by K3 Property LLC and the City of Mason. Tax increment revenues will be captured for reimbursement from local taxes only. Specific costs to be paid for with tax increment revenues are detailed in Table 1 and described below.

Eligible costs for reimbursement include infrastructure upgrades for the public water, storm, and sewer connections at a cost of $134,849. Professional soft costs (e.g., engineering, legal) related to the infrastructure improvements are estimated at approximately $21,230. A 15% contingency on eligible activities is also an eligible cost.

The development of this Brownfield Plan is also an eligible activity estimated at a cost of $6,500, including fees.

Funds in the amount of 5% of the eligible activities costs will also be placed into the Local Site Remediation Revolving Fund (LSRRF) once eligible activities have been reimbursed. In the capturing year that the 5% has been reached, any remaining increment will be allocated back to the taxing jurisdictions on a proportional basis.

Financing costs at a rate of 2.5% totaling approximately $49,375 are an eligible expense and are included in the Plan.

The total reimbursements expected for potential brownfield eligible activity costs are estimated at $234,212.80, not including the Local Site Remediation Revolving Fund (LSRRF).

©envirologic

B. Summary of Eligible Activities

Eligible activities include the infrastructure improvements, professional soft costs for engineering and legal services related to the infrastructure improvements, financing costs of 2.5%, and the development of the Brownfield Plan.

Fifteen percent (15%) allocated for contingencies is also an eligible expense.

C. Estimate of Captured Taxable Value and Tax Increment Revenues

For the purposes of this plan, the initial taxable value is the value of the eligible property in 2017. However, at the time this Plan is drafted, values for 2017 are not available and therefore the 2016 values were used for estimation of initial taxable value. A significant difference in value between 2016 and 2017 is not expected. The project is expected to begin in the spring of 2017 with an expected completion date of late December, 2017. This Plan anticipates that the increment will first be available for capture with the 2018 summer and winter taxes. The increase in taxable value will primarily come from the planned construction activities. The initial taxable value of the property (combined parcels) in 2016 is valued at $150,730. Redevelopment is estimated to be a $2,500,000 investment and increase the taxable value of the property to about $490,000.

The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 2, 3, and 4).

A summary of the estimated reimbursement schedule and the amount of capture into the Local Site Remediation Revolving Fund (LSRRF) by year and in aggregate is presented in Table 5. Once eligible expenses are reimbursed, the Authority may capture the dollar value equivalent to five percent of the eligible activities cost and deposit the revenues into a LSRRF.

D. Method of Financing and Description of Advances by the Municipality

Costs for eligible activities are financed by K3 Property LLC and the City of Mason. The City of Mason will incur costs regarding the infrastructure improvements. K3 Property LLC will incur the expense of the preparation of the Brownfield Plan. Eligible activities do include interest expense (financing costs).

No advances by the municipality have been made or are anticipated.

©envirologic

E. Maximum Amount of Note or Bonded Indebtedness

At this time, there are no plans by the Authority to incur indebtedness to support development of this site though such plans could be made in the future to assist in the development if the Authority so chooses.

F. Duration of Brownfield Plan

The Authority intends to begin capture of tax increment in 2018. This Plan will then remain in place until the eligible activities have been fully reimbursed and up to 5% capture into the LSRRF is complete or 30 years, whichever occurs sooner.

G. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

The estimated amount of tax increment revenues to be captured for this redevelopment from each taxing jurisdiction by year and in aggregate is presented as Table 4.

H. Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

The property subject to this Brownfield Plan is 2.18 acres consisting of Parcel 33-19-10-08-476-012 and Parcel 33-19-10-08-476-012 and is located within the City of Mason, Ingham County, Michigan. A map showing the eligible property is provided in the attached Exhibits.

The legal description of Parcel 33-19-10-08-476-012 is as follows:
COMMENCING 58 RODS SOUTH 89°33' WEST ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 8, TOWN 2 NORTH, RANGE 1 WEST, CITY OF MASON, INGHAM COUNTY, MICHIGAN; THENCE NORTH 0°27' WEST 403.0 FEET; THENCE SOUTH 89°33' WEST 132.O FEET; THENCE SOUTH 0°27' EAST 320.4 FEET TO THE MSHD RIGHT OF WAY; THENCE SOUTH 53°51'48" EAST 82.8 FEET; THENCE SOUTH 0°27' EAST 33 FEET TO THE SECTION LINE AND THENCE NORTH 89°33' EAST 65.41 FEET TO THE POINT OF BEGINNING.

The legal description of Parcel 33-19-10-08-476-010 is as follows:
COMMENCING 66 RODS WEST OF THE SOUTHEAST CORNER OF SECTION, NORTH 403 FEET, WEST 12 RODS, SOUTH 403 FEET EAST TO BEGINNING. EXCEPT THAT PART LYING SOUTHWEST OF FOLLOWING DESCRIBED LINE: COMMENCING AT SOUTH ¼ COUNER OF SECTION 8, TOWN 2 NORTH, RANGE 1 WEST, CITY OF MASON, INGHAM COUNTY, MICHIGAN, NORTH 39°09' WEST 1698.16 FEET ALONG SAID REFERENCE LINE, NORTH 89°44' EAST ALONG 1/8 LINE 122.04 FEET TO EXISTING LIMITED ACCESS RIGHT OF WAY LINE AND POINT OF BEGINNING, SOUTH 43°10'06" EAST 613.63 FEET, SOUTH 49°57'00" EAST 227.87 FEET, SOUTH 68°27'00" EAST 242.92 FEET, SOUTH

©envirologic

78°27'00" EAST 538.82 FEET, SOUTH 54°27'00" EAST 207.60 FEET, SOUTH 30°27'00" EAST 292.98 FEET, SOUTH 53°51'48" EAST 191.78 FEET, SOUTH 00°27' EAST 33 FEET TO POINT OF ENDING, WHICH LIES 1625.12 FEET NORTH 89°33' EAST FROM SAID SOUTH ¼ CORNER OF SECTION 8, TOWN 2 NORTH, RANGE 1 WEST, CITY OF MASON, INGHAM COUNTY, MICHIGAN.

The property meets the definition of a "brownfield" as defined by Public Act 381, the Brownfield Redevelopment Financing Act of 1996, as amended as Parcel 33-19-10-08-476-012 has been designated "Functionally Obsolete Property" and Parcel 33-19-10-08-476-012 is contiguous and adjacent.

This Brownfield Plan does not intend to capture tax increment revenues associated with personal property as the personal property tax is phased out and is not relevant to this project.

I. Estimates of Residents and Displacement of Families

This property was commercial property upon purchase and is currently vacant. Therefore, there are no displacements of families.

J. Plan for Relocation of Displaced Persons

Not applicable.

K. Provisions for Relocation Costs

Not applicable.

L. Strategy for Compliance with Michigan's Relocation Assistance Law

Not applicable.

M. Description of Proposed Use of Local Site Remediation Revolving Fund

No use of the LSRRF is anticipated at this time though such plans could be made in the future if it were to benefit the project. The ICBRA intends to capture tax increment revenues up to five percent of eligible activities costs after reimbursement of eligible activities. The Authority intends to use the LSRRF funds for the completion of eligible activities to support redevelopment at other brownfield sites in the future. Capture for the LSRRF is critical to the maintenance of a sustainable brownfield program for the Authority.

©envirologic

N. Other Material that the Authority or Governing Body Considers Pertinent

Not Applicable

©envirologic

EXHIBITS

FIGURE 1: *Location Map*
FIGURE 2: *Site Plan*

SCHEDULES/TABLES

TABLE 1: *Summary of Eligible Costs*
TABLE 2: *Estimate of Total Captured Incremental Taxes*
TABLE 3: *Estimate of Annual Effect on Taxing Jurisdictions*
TABLE 4: *Captured Taxable Value and Tax Increment Revenue by Year and Aggregate for Each Taxing Jurisdiction*
TABLE 5: *Estimated Reimbursement Schedule*
TABLE 6: *Interest Calculation*

ATTACHMENTS

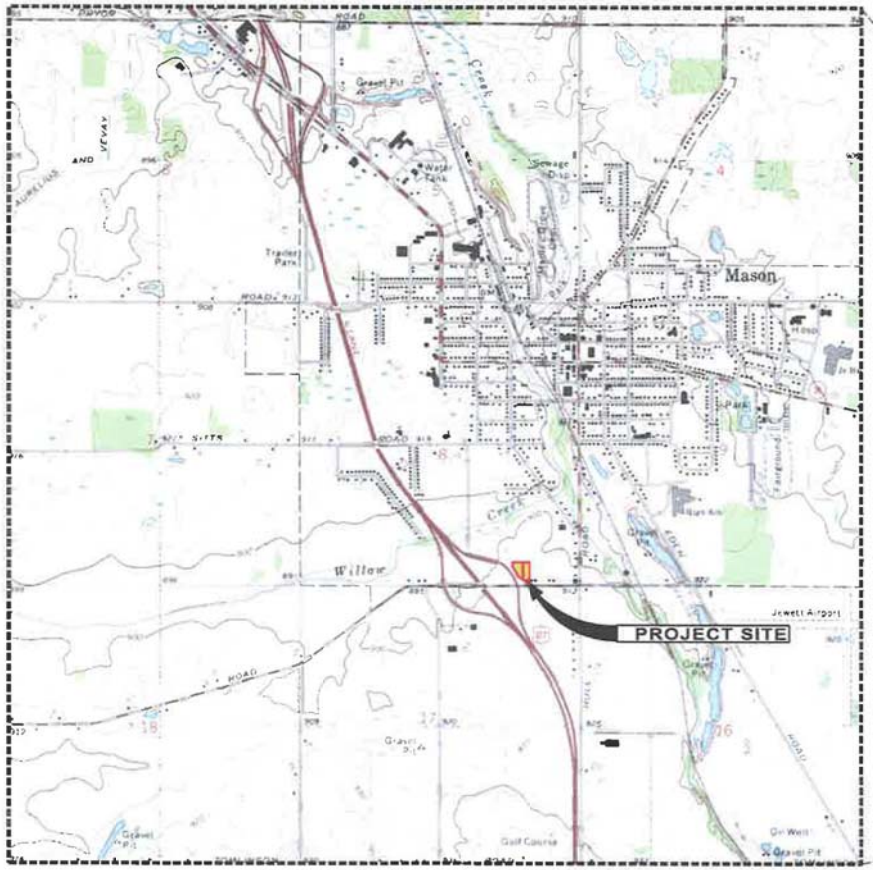
NOTICE OF PUBLIC HEARING
NOTICE TO TAXING JURISDICTIONS
RESOLUTION SUPPORTING A BROWNFIELD PLAN-CITY OF MASON
RESOLUTION ADOPTING A BROWNFIELD PLAN-INGHAM COUNTY

©envirologic

EXHIBITS

FIGURE 1: ***Location Map***
FIGURE 2: ***Site Plan***

©envirologic



T 2 N, R. 1 W.
INGHAM COUNTY
MASON, MICHIGAN

SOURCE: MASON, MICHIGAN USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE MAPS
MAPTECH® U.S. TERRAIN SERIES™ ©MAPTECH®, INC. 606-433-8500

0 500 1000 2000 4000
SCALE 1" = 2000'

envirologic
environmental consulting & services
2960 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49048
PH: (269) 342-1100 FAX: (269) 342-4945

K3 PROPERTY REDEVELOPMENT

318 W. KIPP RD.
MASON, MI

LOCATION MAP

PROJECT NO.
150189

FIGURE No.
1

PARCEL 33-19-10-08-476-010

COMMENCING 66 RODS WEST OF THE SOUTHEAST CORNER OF SECTION, NORTH 403 FEET, WEST 12 RODS SOUTH 403 FEET EAST TO BEGINNING. EXCEPT THAT PART LYING SOUTHWEST OF FOLLOWING DESCRIBED LINE; COMMENCING AT 1/4 CORNER OF SECTION 8, TOWN 2 NORTH, RANGE 1 WEST, CITY OF MASON, INGHAM COUNTY, MICHIGAN, NORTH 39° 09' WEST 1698.16 FEET ALONG SAID REFERENCE LINE, NORTH 89° 44' EAST ALONG 1/8 LINE 122.04 FEET TO EXISTING LIMITED ACCESS RIGHT OF WAY LINE AND POINT OF BEGINNING, SOUTH 43°10'06" EAST 613.63 FEET, SOUTH 49°57'00" EAST 227.87 FEET, SOUTH 68°27'00" EAST 242.92 FEET SOUTH 78°27'00" EAST 538.82 FEET, SOUTH 54°27'00" EAST 207.60 FEET, SOUTH 30°27'00" EAST 292.98 FEET, SOUTH 53°51'48" EAST 191.78 FEET, SOUTH 00°27' EAST 33 FEET TO POINT OF ENDING, WHICH LIES 1628.12 FEET NORTH 89°33' EAST FROM SAID SOUTH 1/4 CORNER OF SECTION 8 TOWN 2 NORTH, RANGE 1 WEST, CITY OF MASON, INGHAM COUNTY, MICHIGAN

PARCEL 33-19-10-08-476-012

COMMENCING 58 RODS SOUTH 89°33' WEST ALONG THE SECTION OF LINE FROM THE SOUTHEAST CORNER OF SECTION 8, TOWN 2 NORTH, RANGE 1 WEST, CITY OF MASON, INGHAM COUNTY, MICHIGAN; THENCE NORTH 0°27' WEST 403.0 FEET ; THENCE SOUTH 89°33' WEST 132.0 FEET; THENCE SOUTH 0°27' EAST 320.4 FEET TO THE MSHD RIGHT OF WAY; THENCE SOUTH 53°51'48" EAST 82.8 FEET; THENCE SOUTH 0°27' EAST 33 FEET TO THE SECTION LINE AND THENCE NORTH 89°33' EAST 65.41 FEET TO THE POINT OF BEGINNING.

N

SCALE 1" = 60'

0 10 20 30 60 120

NOTE:
THIS IS NOT A PROPERTY BOUNDARY SURVEY, PROPERTY BOUNDARIES SHOWN ON THIS MAP ARE BASED ON AVAILABLE FURNISHED INFORMATION AND ARE APPROXIMATE ONLY AND SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.

K3 PROPERTY REDEVELOPMENT

318 W. KIPP RD.
MASON, MI

SITE PLAN

envirologic
environmental consulting · services
2960 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49048
PH: (269) 342-1100 FAX: (269) 342-4045

PROJECT NO.
150189

FIGURE No.
2

SCHEDULES/TABLES

TABLE 1: ***Summary of Eligible Costs***

TABLE 2: ***Estimate of Total Captured Incremental Taxes***

TABLE 3: ***Estimate of Annual Effect on Taxing Jurisdictions***

TABLE 4: ***Captured Taxable Value and Tax Increment Revenue by Year and Aggregate for Each Taxing Jurisdiction***

TABLE 5: ***Estimated Reimbursement Schedule***

TABLE 6: ***Interest Calculation***

©envirologic

Table 1

Summary of Eligible Costs

K3 Property Redevelopment
Mason, Michigan

Eligible Activities		Estimated Cost
BEA Activities		
Due Care Activities		
Additional Response Activities	$	-
MSF Non Environmental Activities		
Infrastructure upgrades	$	134,849.00
Professional soft costs (engineering)	$	20,227.35
TOTAL COSTS OF ELIGIBLE ACTIVITIES	**$**	**155,076.35**
Financing Costs (2.5%)	$	49,375.00
Contingencies (15%)	$	23,261.45
Administrative Costs of the Authority	$	-
Brownfield Plan	$	6,500.00
TOTAL REIMBURSEMENTS	**$**	**234,212.80**
Captured and Disbursed to State Brownfield Redevelopment Fund		
Additional Capture for LSRRF	**$**	**11,710.64**
Total	$	245,923.44

Funds will not be deposited into the State Brownfield Fund as school dollars are not captured in this Plan.

Table 2

Estimate of Total Captured Incremental Taxes

K3 Property Redevelopment
Mason, MI

Year	Annual Total Millage†	Initial Taxable Value	Tax Revenues from Initial Taxable Value	Estimated Future Taxable Value	Estimated Future Tax Revenues	Incremental Tax Revenues	Brownfield Redevelopment Fund	Available for Authority Disbursements
2018	36.3675	$ 150,730.00	$ 5,481.67	$ 490,000.00	$ 17,820.08	$ 12,338.40	$ -	$ 12,338.40
2019	36.3675	$ 150,730.00	$ 5,481.67	$ 490,000.00	$ 17,820.08	$ 12,338.40	$ -	$ 12,338.40
2020	36.3675	$ 150,730.00	$ 5,481.67	$ 490,000.00	$ 17,820.08	$ 12,338.40	$ -	$ 12,338.40
2021	36.3675	$ 150,730.00	$ 5,481.67	$ 490,000.00	$ 17,820.08	$ 12,338.40	$ -	$ 12,338.40
2022	36.3675	$ 150,730.00	$ 5,481.67	$ 490,000.00	$ 17,820.08	$ 12,338.40	$ -	$ 12,338.40
2023	36.3675	$ 150,730.00	$ 5,481.67	$ 490,000.00	$ 17,820.08	$ 12,338.40	$ -	$ 12,338.40
2024	36.3675	$ 150,730.00	$ 5,481.67	$ 490,000.00	$ 17,820.08	$ 12,338.40	$ -	$ 12,338.40
2025	36.3675	$ 150,730.00	$ 5,481.67	$ 490,000.00	$ 17,820.08	$ 12,338.40	$ -	$ 12,338.40
2026	36.3675	$ 150,730.00	$ 5,481.67	$ 490,000.00	$ 17,820.08	$ 12,338.40	$ -	$ 12,338.40
2027	36.3675	$ 150,730.00	$ 5,481.67	$ 490,000.00	$ 17,820.08	$ 12,338.40	$ -	$ 12,338.40
2028	36.3675	$ 150,730.00	$ 5,481.67	$ 490,000.00	$ 17,820.08	$ 12,338.40	$ -	$ 12,338.40
2029	36.3675	$ 150,730.00	$ 5,481.67	$ 490,000.00	$ 17,820.08	$ 12,338.40	$ -	$ 12,338.40
2030	36.3675	$ 150,730.00	$ 5,481.67	$ 490,000.00	$ 17,820.08	$ 12,338.40	$ -	$ 12,338.40
2031	36.3675	$ 150,730.00	$ 5,481.67	$ 490,000.00	$ 17,820.08	$ 12,338.40	$ -	$ 12,338.40
2032	36.3675	$ 150,730.00	$ 5,481.67	$ 490,000.00	$ 17,820.08	$ 12,338.40	$ -	$ 12,338.40
2033	36.3675	$ 150,730.00	$ 5,481.67	$ 490,000.00	$ 17,820.08	$ 12,338.40	$ -	$ 12,338.40
2034	36.3675	$ 150,730.00	$ 5,481.67	$ 490,000.00	$ 17,820.08	$ 12,338.40	$ -	$ 12,338.40
2035	36.3675	$ 150,730.00	$ 5,481.67	$ 490,000.00	$ 17,820.08	$ 12,338.40	$ -	$ 12,338.40
2036	36.3675	$ 150,730.00	$ 5,481.67	$ 490,000.00	$ 17,820.08	$ 12,338.40	$ -	$ 12,338.40
2037	36.3675	$ 150,730.00	$ 5,481.67	$ 490,000.00	$ 17,820.08	$ 12,338.40	$ -	$ 12,338.40
2038	36.3675	$ 150,730.00	$ 5,481.67	$ 490,000.00	$ 17,820.08	$ 12,338.40	$ -	$ 12,338.40
2039	36.3675	$ 150,730.00	$ 5,481.67	$ 490,000.00	$ 17,820.08	$ 12,338.40	$ -	$ 12,338.40
TOTAL		**$ 3,316,060.00**	**$ 120,596.81**	**$ 10,780,000.00**	**$ 392,041.65**	**$ 271,444.84**	**$ -**	**$ 271,444.84**

† - Does not include debt millages or school millages
* - Total includes 5% capture to Local Site Remediation Revolving Fund

Table 3

Estimate of Annual Effect on Taxing Jurisdictions

K3 Property Redevelopment

SUMMER TAXES[1]								
Taxing Jurisdiction		State Ed Tax	MPS Operating	City Tax	Ingham ISD	L.C.C.	County	Total
Millage		6	17.9388	13.25	5.9881	3.8072	6.3842	53.3683
Initial Taxable Value	$ 150,730.00			$ 1,997.17	$ 902.59	$ 573.86	$ 962.29	$ 4,435.91
Future Taxable Value	$ 490,000.00			$ 6,492.50	$ 2,934.17	$ 1,865.53	$ 3,128.26	$ 14,420.46
Captured Taxable Value	$ 339,270.00	$ -	$ -	$ 4,495.33	$ 2,031.58	$ 1,291.67	$ 2,165.97	$ 9,984.55

WINTER TAXES[2]								
Taxing Jurisdiction		County	Library	MPS Sinking 2007	MPS Debt 2004	Airport		Total
Millage		3.6831	1.56	0.9959	2.95	0.699		9.888
Initial Taxable Value	$ 150,730.00	$ 555.15	$ 235.14	$ 150.11	$ -	$ 105.36		$ 1,045.76
Future Taxable Value	$ 490,000.00	$ 1,804.72	$ 764.40	$ 487.99	$ -	$ 342.51		$ 3,399.62
Captured Taxable Value	$ 339,270.00	$ 1,249.57	$ 529.26	$ 337.88	$ -	$ 237.15		$ 2,353.86

1. Based on millages from 2016 taxes
2. Based on millages from 2016 taxes

Total Millage		63.2563
Total Annual Future Tax Liability	$	17,820.08
Total Capturable Local Millages		36.3675
Total Annual Capturable Local Tax Increment	$	12,338.40
Total Capturable School Millages		
Total Annual Capturable School Tax Increment	$	-
Total Capturable School and Local Tax Increment Revenue/Yr	$	12,338.40

Table 4

Captured Taxable Value and Tax Increment Revenue by Year and Aggregate for Each Taxing Jurisdiction

K3 Property Redevelopment
Mason, MI

Year	Captured Taxable Value	State Ed Tax	School Oper	School Debt	City Tax	Ingham ISD	L.C.C.	County[1]	County[2]	Library	MPS Sinking 2007	Airport	Total
		6	17.9388	2.95	13.25	5.9881	3.8072	6.3842	3.6831	1.56	0.9959	0.699	63.2563
2018	$ 339,270.00	$ -	$ -	$ -	$ 4,495.33	$ 2,031.58	$ 1,291.67	$ 2,165.97	$ 1,249.57	$ 529.26	$ 337.88	$ 237.15	$ 12,338.40
2019	$ 339,270.00	$ -	$ -	$ -	$ 4,495.33	$ 2,031.58	$ 1,291.67	$ 2,165.97	$ 1,249.57	$ 529.26	$ 337.88	$ 237.15	$ 12,338.40
2020	$ 339,270.00	$ -	$ -	$ -	$ 4,495.33	$ 2,031.58	$ 1,291.67	$ 2,165.97	$ 1,249.57	$ 529.26	$ 337.88	$ 237.15	$ 12,338.40
2021	$ 339,270.00	$ -	$ -	$ -	$ 4,495.33	$ 2,031.58	$ 1,291.67	$ 2,165.97	$ 1,249.57	$ 529.26	$ 337.88	$ 237.15	$ 12,338.40
2022	$ 339,270.00	$ -	$ -	$ -	$ 4,495.33	$ 2,031.58	$ 1,291.67	$ 2,165.97	$ 1,249.57	$ 529.26	$ 337.88	$ 237.15	$ 12,338.40
2023	$ 339,270.00	$ -	$ -	$ -	$ 4,495.33	$ 2,031.58	$ 1,291.67	$ 2,165.97	$ 1,249.57	$ 529.26	$ 337.88	$ 237.15	$ 12,338.40
2024	$ 339,270.00	$ -	$ -	$ -	$ 4,495.33	$ 2,031.58	$ 1,291.67	$ 2,165.97	$ 1,249.57	$ 529.26	$ 337.88	$ 237.15	$ 12,338.40
2025	$ 339,270.00	$ -	$ -	$ -	$ 4,495.33	$ 2,031.58	$ 1,291.67	$ 2,165.97	$ 1,249.57	$ 529.26	$ 337.88	$ 237.15	$ 12,338.40
2026	$ 339,270.00	$ -	$ -	$ -	$ 4,495.33	$ 2,031.58	$ 1,291.67	$ 2,165.97	$ 1,249.57	$ 529.26	$ 337.88	$ 237.15	$ 12,338.40
2027	$ 339,270.00	$ -	$ -	$ -	$ 4,495.33	$ 2,031.58	$ 1,291.67	$ 2,165.97	$ 1,249.57	$ 529.26	$ 337.88	$ 237.15	$ 12,338.40
2028	$ 339,270.00	$ -	$ -	$ -	$ 4,495.33	$ 2,031.58	$ 1,291.67	$ 2,165.97	$ 1,249.57	$ 529.26	$ 337.88	$ 237.15	$ 12,338.40
2029	$ 339,270.00	$ -	$ -	$ -	$ 4,495.33	$ 2,031.58	$ 1,291.67	$ 2,165.97	$ 1,249.57	$ 529.26	$ 337.88	$ 237.15	$ 12,338.40
2030	$ 339,270.00	$ -	$ -	$ -	$ 4,495.33	$ 2,031.58	$ 1,291.67	$ 2,165.97	$ 1,249.57	$ 529.26	$ 337.88	$ 237.15	$ 12,338.40
2031	$ 339,270.00	$ -	$ -	$ -	$ 4,495.33	$ 2,031.58	$ 1,291.67	$ 2,165.97	$ 1,249.57	$ 529.26	$ 337.88	$ 237.15	$ 12,338.40
2032	$ 339,270.00	$ -	$ -	$ -	$ 4,495.33	$ 2,031.58	$ 1,291.67	$ 2,165.97	$ 1,249.57	$ 529.26	$ 337.88	$ 237.15	$ 12,338.40
2033	$ 339,270.00	$ -	$ -	$ -	$ 4,495.33	$ 2,031.58	$ 1,291.67	$ 2,165.97	$ 1,249.57	$ 529.26	$ 337.88	$ 237.15	$ 12,338.40
2034	$ 339,270.00	$ -	$ -	$ -	$ 4,495.33	$ 2,031.58	$ 1,291.67	$ 2,165.97	$ 1,249.57	$ 529.26	$ 337.88	$ 237.15	$ 12,338.40
2035	$ 339,270.00	$ -	$ -	$ -	$ 4,495.33	$ 2,031.58	$ 1,291.67	$ 2,165.97	$ 1,249.57	$ 529.26	$ 337.88	$ 237.15	$ 12,338.40
2036	$ 339,270.00	$ -	$ -	$ -	$ 4,495.33	$ 2,031.58	$ 1,291.67	$ 2,165.97	$ 1,249.57	$ 529.26	$ 337.88	$ 237.15	$ 12,338.40
2037	$ 339,270.00	$ -	$ -	$ -	$ 4,495.33	$ 2,031.58	$ 1,291.67	$ 2,165.97	$ 1,249.57	$ 529.26	$ 337.88	$ 237.15	$ 12,338.40
2038	$ 339,270.00	$ -	$ -	$ -	$ 4,495.33	$ 2,031.58	$ 1,291.67	$ 2,165.97	$ 1,249.57	$ 529.26	$ 337.88	$ 237.15	$ 12,338.40
TOTAL CAPTURED TAXES		$ -	$ -	$ -	$ 94,401.88	$ 42,663.24	$ 27,125.04	$ 45,485.32	$ 26,240.87	$ 11,114.49	$ 7,095.46	$ 4,980.14	$ 259,106.44

1. County summer
2. County winter

Table 5
Estimated Reimbursement Schedule
K3 Property Redevelopment

Year	Incremental Taxes Capturable	K3 Property, LLC (Local)	City of Mason (Local)	Brownfield Redevelopment Fund	Allocated back to Local Taxing Jurisdictions (if applicable)	Local Site Remediation Revolving Fund (5% of Eligible Activities)
2018	$ 12,338.40	$ 6,500.00	$ 5,838.40	$ -		
2019	$ 12,338.40		$ 12,338.40	$ -		
2020	$ 12,338.40		$ 12,338.40	$ -		
2021	$ 12,338.40		$ 12,338.40	$ -		
2022	$ 12,338.40		$ 12,338.40	$ -		
2023	$ 12,338.40		$ 12,338.40	$ -		
2024	$ 12,338.40		$ 12,338.40	$ -		
2025	$ 12,338.40		$ 12,338.40	$ -		
2026	$ 12,338.40		$ 12,338.40	$ -		
2027	$ 12,338.40		$ 12,338.40	$ -		
2028	$ 12,338.40		$ 12,338.40	$ -		
2029	$ 12,338.40		$ 12,338.40	$ -		
2030	$ 12,338.40		$ 12,338.40	$ -		
2031	$ 12,338.40		$ 12,338.40	$ -		
2032	$ 12,338.40		$ 12,338.40	$ -		
2033	$ 12,338.40		$ 12,338.40	$ -		
2034	$ 12,338.40		$ 12,338.40	$ -		
2035	$ 12,338.40		$ 12,338.40	$ -		
2036	$ 12,338.40		$ 12,121.57	$ -		$ 216.83
2037	$ 12,338.40			$ -	$ 844.59	$ 11,493.81
				$ -		
Totals	$ 246,768.03	$ 6,500.00	$ 227,712.80	$ -	$ 844.59	$ 11,710.64

$246,768.03 is capturable, however $234,212.80 is the total reimbursement.
Therefore, $844.59 is estimated as allocated back to the local taxing jurisdictions.

Table 6
Interest Calculation
K3 Property Redevelopment

		2018	2019	2020	2021	2022	2023	2024	2025	2026
principal		$ 178,337.80	$ 176,957.85	$ 169,043.39	$ 160,931.07	$ 152,615.95	$ 144,092.95	$ 135,356.87	$ 126,402.39	$ 117,224.05
interest	0.025	$ 4,458.45	$ 4,423.95	$ 4,226.08	$ 4,023.28	$ 3,815.40	$ 3,602.32	$ 3,383.92	$ 3,160.06	$ 2,930.60
payment		$ 5,838.40	$ 12,338.40	$ 12,338.40	$ 12,338.40	$ 12,338.40	$ 12,338.40	$ 12,338.40	$ 12,338.40	$ 12,338.40
		$ 176,957.85	$ 169,043.39	$ 160,931.07	$ 152,615.95	$ 144,092.95	$ 135,356.87	$ 126,402.39	$ 117,224.05	$ 107,816.24

Table 6
Interest Calculation
K3 Property Redevelopment

	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	Total Interest
	$ 107,816.24	$ 98,173.25	$ 88,289.18	$ 78,158.01	$ 67,773.55	$ 57,129.49	$ 46,218.33	$ 35,033.38	$ 23,567.82	$ 11,814.61	
	$ 2,695.41	$ 2,454.33	$ 2,207.23	$ 1,953.95	$ 1,694.34	$ 1,428.24	$ 1,155.46	$ 875.83	$ 589.20	$ 295.37	$ 49,373.40
	$ 12,338.40	$ 12,338.40	$ 12,338.40	$ 12,338.40	$ 12,338.40	$ 12,339.40	$ 12,340.40	$ 12,341.40	$ 12,342.40	$ 12,343.40	
	$ 98,173.25	$ 88,289.18	$ 78,158.01	$ 67,773.55	$ 57,129.49	$ 46,218.33	$ 35,033.38	$ 23,567.82	$ 11,814.61	$ (233.43)	

ATTACHMENTS

Notice of Public Hearing

Notice to Taxing Jurisdictions

Resolution Supporting a Brownfield Plan-City of Mason

Resolution Approving a Brownfield Plan-Ingham County

©envirologic

MARCH 28, 2017
AGENDA ITEM NO. 24

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICES CONTRACT FOR THE BIENNIAL BRIDGE INSPECTION PROGRAM

RESOLUTION # 17 –

WHEREAS, the Ingham County Road Department is required by federal law to inspect all aspects of its bridges every two years and report the results to the Michigan State Department of Transportation; and

WHEREAS, the Road Department bridge inspection data is incorporated into a report that is submitted to the Federal Highway Administration, which ultimately is used to guide decisions about federal transportation funding levels and program requirements; and

WHEREAS, initial inspections could lead to more detailed inspections and/or load analyses, therefore the Request for Proposals was drafted as a unit price contract; and

WHEREAS, the Ingham County Purchasing Department advertised for biennial bridge inspection services and received five (5) proposals. The proposed inspection fees, based on the mandated inspection costs only, were as follows:

$16,190.00	Great Lakes Engineering Group, Inc.
$20,990.00	Rowe Professional Services Company
$31,320.00	Hubble, Roth & Clark, Inc.
$45,325.00	The Mannik & Smith Group, Inc.

WHEREAS, the Road Department and Purchasing Department staff evaluated the submitted proposals and recommend that the Board of Commissioners authorize a professional services contract with Great Lakes Engineering Group, LLC, Lansing, Michigan.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with Great Lakes Engineering Group, LLC, 521 Seymour Street, Lansing, Michigan, based on its unit price proposal dated February 24, 2017, for 2017 & 2018 biennial bridge inspection program and as-needed services.

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

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 25

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A BRIDGE DESIGN PROFESSIONAL ENGINEERING SERVICES CONTRACT

RESOLUTION # 17 –

WHEREAS, the Ingham County Road Department (ICRD) received 2018 Local Bridge Program funding to perform bridge rehabilitation and preventative maintenance work on the Howell Road Bridge over Doan Creek, the Olds Road Bridge over Perry Creek, and the Olds Road Bridge over the Huntoon Lake Drain; and

WHEREAS, Purchasing Department advertised for Michigan Department of Transportation (MDOT) pre-qualified design consultants to provide professional engineering services for the preventative maintenance projects. The proposed fees were as follows:

$20,623.00	Great Lakes Engineering Group, Inc.
$20,937.79	Hubble, Roth & Clark, Inc.
$32,280.00	L.S. Engineering, Inc.
$37,688.29	DLZ Michigan, Inc.
$51,196.00	The Mannik & Smith Group, Inc.

WHEREAS, the Road Department and Purchasing Department staff evaluated the submitted proposals and recommend that the Board of Commissioners authorize a professional services contract with Great Lakes Engineering Group, LLC, Lansing, Michigan to provide the professional engineering services.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a professional services contract with Great Lakes Engineering Group, LLC, 521 Seymour Street, Lansing, Michigan, based on its 2018 Bridge Preventative Maintenance Project, Professional Services Proposal dated February 22, 2017, for the not to exceed fee of $20,623.00.

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

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 26

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE PURCHASE OF SEASONAL REQUIREMENT OF HOT MIX ASPHALT MIXTURES

RESOLUTION # 17 –

WHEREAS, the Road Department annually purchases approximately 25,000 to 30,000 tons of various Hot Mix Asphalt (HMA) mixtures 13A, 13A, Top, 36A, with assistants by the supplier with furnished Flowboy trucking, for placement by Road Department crews in various road maintenance operations and in the Local Road Program; and

WHEREAS, the Road Department's adopted 2017 budget includes incontrollable expenditures, funds for this and other maintenance material purchases; and

WHEREAS, a blanket PO shall be processed with HMA purchases from the 3 vendors, based on availability of required material and location, with preference based on lowest qualifying bid unit price per ton and a quantity not to exceed $1,100,000; and

WHEREAS, bids for maintenance HMA asphalts and related Flowboy trucking by the asphalt suppliers were solicited and evaluated by the Ingham County Purchasing Department per Request for Proposals (RFP) #45-17, and it is their recommendation, with the concurrence of Road Department staff, to award these bids and purchase asphalt on an as-needed, unit price per ton basis from all 3 responding bidders; Superior Asphalt, Reith Riley, and Michigan Paving & Materials (pricing included on the bid tab portion of the attached summary) with Flowboy trucking provided when requested ICRD staff and to award bid and purchase on an as-needed, unit price per ton basis; and

WHEREAS, this decision will be based on Road Department staff's judgment as to which supplier is most advantageous to the County for any given operation based on combination of bid unit price, supplier proximity to the work being performed at the time and availability of required material.

THEREFORE BE IT RESOLVED, the Board of Commissioners accepts the bids, and authorizes the purchase of HMA with furnished Flowboys on an as-needed, unit price per ton and on an hour trucking rental rate basis from all three respondents to RFP #45-17, based on Road Department staff's judgment as to which supplier is most advantageous to the County for any given operation based on combination of bid unit price, supplier proximity to the work being performed at the given time and availability of required material.

BE IT FURTHER RESOLVED, that the Road Department and Purchasing Department are hereby authorized to execute purchase orders with all three above listed suppliers and purchase asphalt material as needed and budgeted.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 27

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE PURCHASE OF SEASONAL REQUIREMENT OF ASPHALT EMULSIONS

RESOLUTION # 17 –

WHEREAS, the Ingham County Road Department annually purchases various types of asphalt emulsion (asphalt oil suspended in water) for placement by Road Department crews in various road maintenance operations and in the Local Road Program in the following approximate estimated quantities and for the following purposes: SS-1H for asphalt pavement tack (bond coat) - 20,000 gallons, HFRS-2M for chip-sealing (sealer) - 600,000 gallons, HFRS-2 for chip-sealing (sealer) - as needed where HFRS-2M may not be necessary, AE-90 for spray-patching - 10,000 gallons, CM-300 for on-site manufacturing of cold patch - 15,000 gallons; and

WHEREAS, the Road Department adopted 2017 budget includes incontrollable expenditures, funds for this and other maintenance material purchases; and

WHEREAS, a blanket PO shall be processed with various emulsions purchases from 2 vendors, based on availability of required material and location, with preference based on lowest qualifying bid unit price and a quantity not to exceed $1,000,000; and

WHEREAS, bids for the various types of asphalt emulsions were solicited and evaluated by the Ingham County Purchasing Department per Request for Proposals (RFP) #46-17, and it is their recommendation, with the concurrence of Road Department staff, to award these bids and to purchase the HFRS-2M, SS-1H and AE-90 asphalt emulsions on an as-needed, unit price basis from The Klink Group/Bit Mat based on their lowest qualified bid; and

WHEREAS, bids for the various types of asphalt emulsions were solicited and evaluated by the Ingham County Purchasing Department per Request for Proposals (RFP) #46-17, and it is their recommendation, with the concurrence of Road Department staff, to award these bids and to purchase HFRS-2 (if needed) and CM-300 asphalt emulsions on an as-needed, delivered, unit price basis from Asphalt Materials Inc.; and

WHEREAS, to award as a secondary provider for HFRS-2M and AE-90 to Asphalt Materials Inc., SS-1H to Michigan Paving & Materials in the event the awarded providers emulsions fail to meet the required specifications or are unable to provide material when needed.

THEREFORE BE IT RESOLVED, the Board of Commissioners accepts the bids, and authorizes the purchase of the various types of asphalt emulsions on an as-needed, unit price basis from the Klink Group/Bit Mat. and Asphalt Materials based on their lowest qualified bid and/or availability of specified material for the selected various types of asphalt emulsions.

BE IT FURTHER RESOLVED, that the Road Department and Purchasing Department are hereby authorized to execute purchase orders accordingly with The Klink Group/Bit Mat and Asphalt Materials Inc., then if required for a reserve supplier Asphalt Materials and Michigan Paving & Materials for purchase asphalt emulsions as needed and budgeted.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 28

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE PURCHASE OF COLLAPSIBLE HORSE STALLS

RESOLUTION # 17 –

WHEREAS, the four existing horse barns on the south end of the fairgrounds have reaching the end of their useful life; and

WHEREAS, said horse barns are being replaced with new pole barn kits prior to the start of the 2017 horse show season; and

WHEREAS, the installation of new stalls that collapse against the side-walls of the pole barns allows for usage for the parking of winter storage vehicles; and

WHEREAS, the usage of the horse barns during the winter months for RV/vehicle storage creates off season revenue; and

WHEREAS, after careful review of bids, the Purchasing Director and Fair Board both concur that a contract be awarded to American Stalls LLC who submitted the lowest responsible bid in the amount not to exceed $92,220.00, for the purchase of one hundred twenty-eight collapsible 10’ x 9’ horse stalls for the four new pole barns at the Ingham County Fairgrounds; and

WHEREAS, the funds for this are available in the reserved hotel/motel CIP account number 56176900-976000 for $341,465.00.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes awarding a contract to American Stalls LLC, at 2971 Trousseau Lane, Oakton, VA 22124 for the purchase of one hundred twenty-eight collapsible 10’ x 9’ horse stalls at Ingham County Fairgrounds, for a total cost not to exceed $92,220.00.

BE IT FURTHER RESOLVED, the Ingham County Controller/Administrator is authorized to transfer funds from the reserve Hotel/Motel CIP fund to the 2017 Ingham County Fair CIP account # 56176900-976000.

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.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 29

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE TRANSPORT OF A BLACK RHINO

RESOLUTION # 17 –

WHEREAS, the Potter Park Zoo is a member of the Association of Zoos and Aquariums (AZA); and

WHEREAS, the Potter Park Zoo participates in over 40 Species Survival Plans (SSP) including the black rhino; and

WHEREAS, the Potter Park Zoo currently houses a female black rhino and is recommend by the black rhino SSP to receive a male from Caldwell Zoo in Tyler, Texas to breed with Potter Park Zoo's female; and

WHEREAS, black rhinos weigh 2,500-3,500 pounds requiring a unique set of transporter skills and to ensure quality animal health shipping in a temperature controlled vehicle is highly recommended; and

WHEREAS, there are limited animal transport drivers trusted among AZA facilities; and

WHEREAS, the Potter Park has acquired quotes from three animal transport companies recommended by other AZA facilities including Chris Danhauer of Planned Migration for the amount of $8,784; and

WHEREAS, Chris Danhauer has 18 years' experience transporting large hoof stock for accredited zoos; and

WHEREAS, Chris Danhauer successfully transported Potter Park Zoo's current female black rhino from Sedgwick County Zoo, Wichita, Kansas in 2011; and

WHEREAS, the Director, General Curator and Veterinarian of Potter Park Zoo agree and strongly believe Chris Danhauer is the best large mammal transporter for this rhino shipment; and

WHEREAS, the cost of the rhino transport was included in the budget adjustments approved in Resolution #17-030 and will be charged to Zoo account #258-69200-700001-31000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the transport of a male black rhino from Caldwell Zoo to Potter Park Zoo by Planned Migration.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 30

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE ACCEPTANCE OF A MICHIGAN RECREATION PASSPORT GRANT PROJECT AGREEMENT

RESOLUTION # 17 –

WHEREAS, the Michigan Department of Natural Resources has approved the grant request in the amount of $45,000 for the grant application titled Overlook Shelter Accessibility Improvements to the Recreation Passport Program for facility development and improvements that include: removal of an old shelter and installation of new ADA shelter, installation of ADA parking improvements and ADA accessible pathway, and a new ADA accessible restroom facility and ADA drinking fountain at Burchfield County Park, located in Delhi Township; and

WHEREAS, the required matching funds of $114,500 will come from previously appropriated County funds reserved for this purpose in Resolution #16-099.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners, Ingham County, Michigan, approves entering into a Project Agreement to accept the $45,000 Michigan Recreation Passport Grant for facility improvements and development that include: removal of old and installation of new accessible shelter, installation of accessible ADA parking improvements and accessible pathway, and a new accessible restroom facility at Burchfield County Park from the Michigan Department of Natural Resources.

BE IF FURTHER IT RESOLVED, that the Ingham County Board of Commissioners, Ingham County, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources (DEPARTMENT), and that the Ingham County Board of Commissioners, Ingham County, Michigan, does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide one hundred fourteen thousand five hundred ($114,500) dollars to match the grant authorized by the DEPARTMENT.

2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.

3. To construct the project and provide such funds, services and materials as may be necessary to satisfy the terms of said Agreement.

4. To regulate the use of the facility constructed and reserved under this agreement to assure the use thereof by the public on equal and reasonable terms.

5. To comply with any and all terms of said agreement including all terms not specifically set forth in the foregoing portions of this resolution.

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

BE IT FURTHER RESOLVED, 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.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 31

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE APPLICATION FOR A RECREATION PASSPORT PROGRAM GRANT

RESOLUTION # 17 –

WHEREAS, the Parks and Recreation Commission supports the submission of a grant application to the Recreation Passport Program for park and accessibility improvements at Burchfield County Park; and

WHEREAS, the proposed application is supported by the Community's 5-year Approved Parks and Recreation Plan to improve accessibility and expand facilities to meet the needs of the community; and

WHEREAS, the Michigan Department of Natural Resources is accepting grant applications for this years' grant cycle through April 1, 2017; and

WHEREAS, a public meeting was held on February 21, 2017 to allow citizens the opportunity to provide input for the proposed project; and

WHEREAS, the Ingham County Parks Department currently has $32,000 budgeted in Capital Improvement fund for this project; and

WHEREAS, the grant application requires a financial commitment to the project in the amount of $210,200 which include $32,000 in capital improvement funds, $175,700 from the Trails and Parks Millage, and $2,500 from the Friends of Ingham County Parks for a local match.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes submission of a Recreation Passport Grant Application for $285,200 for park and accessibility improvements at Burchfield County Park.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes $32,000 of capital improvement funds, $175,700 from the Trails and Parks Millage, and $2,500 from the Friends of Ingham County Parks for a local match in the total amount of $210,200 for a total $285,200 project cost.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 32

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE APPLICATION FOR A MICHIGAN NATURAL RESOURCES TRUST FUND GRANT

RESOLUTION # 17 –

WHEREAS, the Parks and Recreation Commission supports the submission of a grant application to the Michigan Natural Resources Trust Fund for park and accessibility improvements at Lake Lansing Park North; and

WHEREAS, the proposed application is supported by the Community's 5-year Approved Parks and Recreation Plan to improve accessibility and expand facilities to meet the needs of the community; and

WHEREAS, the Michigan Department of Natural Resources is accepting grant applications for this years' grant cycle through April 1, 2017; and

WHEREAS, a public meeting was held on February 27, 2017 to allow citizens the opportunity to provide input for the proposed project; and

WHEREAS, the local match of 30% or $104,900 will improve the grant scoring; and

WHEREAS, the Ingham County Parks Department currently has $32,000 budgeted in Capital Improvement fund for this project; and

WHEREAS, the grant application requires a financial commitment to the project in the amount of $114,900 which include $32,000 in capital improvement funds, $80,400 from the Trails and Parks Millage, and $2,500 from the Friends of Ingham County Parks for a local match.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes submission of a Michigan Natural Trust Fund Application for $359,700 for park and accessibility improvements at Lake Lansing Park North.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes $32,000 of capital improvement funds, $80,400 from the Trails and Parks Millage, and $2,500 from the Friends of Ingham County Parks for a local match in the total amount of $114,900 for a total $359,700 project cost.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 33

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ADOPT THE INGHAM COUNTY PARKS AND RECREATION 2018-2022 MASTER PLAN

RESOLUTION # 17 –

WHEREAS, the Ingham County Parks and Recreation Commission has undertaken a planning process to determine the recreation and natural resource conservation needs and desires of its residents during a five-year period covering the years 2018 through 2022; and

WHEREAS, the Ingham County Parks and Recreation Commission began the process of developing a community recreation and natural resource conservation plan in accordance with the most recent guidelines developed by the Department of Natural Resources and made available to local communities; and

WHEREAS, residents of the Ingham County were provided with a well-advertised opportunity during the development of the draft plan to express opinions, ask questions, and discuss all aspects of the recreation and natural resource conservation plan; and

WHEREAS, the public was given a well-advertised opportunity and reasonable accommodations to review the final draft plan for a period of at least 30 days; and

WHEREAS, a public hearing was held on January 17, 2017 at the Human Services Building in Lansing, MI to provide an opportunity for all residents of the planning area to express opinions, ask questions, and discuss all aspects of the Ingham County Parks and Recreation 2018-2022 Master Plan; and

WHEREAS, the Ingham County Parks and Recreation Commission has developed the plan as a guideline for improving recreation and enhancing natural resource conservation for the Ingham County Parks and Recreation Commission; and

WHEREAS, after the public hearing, the Ingham County Parks and Recreation Commission recommended adopting the Ingham County Parks and Recreation 2018-2022 Master Plan at their February 21, 2017 meeting.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby adopts the Ingham County Parks and Recreation 2018-2022 Master Plan.

BE IT FURTHER RESOLVED, that the goals and objectives for 2018 through 2022, as stated in the Master Plan, shall be construed as desirable goals only with no implied commitment on the part of the Board of Commissioners to fund any particular recommendation contained therein.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 34

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE CONTRACTS FOR TRAILS AND PARKS MILLAGE APPLICATIONS

RESOLUTION # 17 –

WHEREAS, Board of Commissioners Resolution #16-106 approved a second round of applications that would address new construction as identified as regional priority corridors in figure 24 of the Ingham County Trails and Parks Comprehensive Report, and special projects (including blue ways) as well as repairs, rehabilitation, and long-term maintenance projects; and

WHEREAS, 18 applications that were received from Aurelius Township (1), Village of Dansville (1), Delhi Township (1), City of East Lansing (1), City of Lansing (9), City of Leslie (2), City of Mason (1), and Meridian Township (2); and

WHEREAS, after careful review and evaluation of the applications by the Park Commission, the Park Commission recommends funding the below applications.

Entity	**Project Title**	**Millage Funds Recommended for Funding**
City of Lansing	US 127 Pathways	$734,177.00
City of Lansing	Grand River North Section - Bank Stabilization	$100,000.00
City of Lansing	Volunteer Trail Ambassador Coordinator (one year)	$17,500.00
Charter Township of Meridian	MSU to Lake Lansing Connector Trail - Phase I	$950,000.00
City of Mason	Hayhoe Riverwalk Trail Extension and Trailhead Project	$692,984.00
City of East Lansing	Northern Tier Trail Connection through White Park	$469,000.00
City of Leslie	Leslie Trail Planning Project	$4,000.00
Aurelius Township	Aurelius Township – Glenna Droscha Community Park	$23,234.50
TOTAL		$2,990,895.50

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby approves entering into contracts with the City of Lansing to fund a Project Titled: US 127 Pathways in an amount not to exceed $734,177.00 from the Trails and Parks Millage Fund and to fund a second Project Titled: Grand River North Section Bank Stabilization in an amount not to exceed $100,000.00 from the Trails and Parks Millage Fund and

to fund a third Project Titled: Volunteer Trail Ambassador Coordinator in an amount not to exceed $17,500 .00 from the Trails and Parks Millage Fund respectively.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into a contract with Charter Township of Meridian to fund the Project Titled: MSU to Lake Lansing Connector Trail Phase I in an amount not to exceed $950,000.00 from the Trails and Parks Millage Fund.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into a contract with the City of Mason to fund the Project Titled: Hayhoe Riverwalk Trail Extension and Trailhead Project in an amount not to exceed $692,984.00 from the Trails and Parks Millage Fund.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into a contract with the City of East Lansing to fund the Projects Titled: Northern Tier Trail Connector Project in an amount not to exceed $469,000.00 from the Trails and Parks Millage Fund.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into a contract with the City of Leslie to fund the Projects Titled: Leslie Trail Planning Project in an amount not to exceed $4,000.00 from the Trails and Parks Millage Fund.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners hereby approves entering into a contract with Aurelius Township to fund the Project Titled: Aurelius Township – Glenna Droscha Community Park in an amount not to exceed $23,234.50 from the Trails and Parks Millage Fund.

BE IT FURTHER RESOLVED, that all work will be completed within two years from the date the contracts are executed.

BE IT FURTHER RESOLVED, that if work is not completed within two years due to delay from awaiting other funding sources that an extension may be requested and negotiated and mutually agreed upon between both parties.

BE IT FURTHER RESOLVED, granting of millage dollars to municipalities is subject to the acquisition of local or grant match funding awarded when included in the original proposal.

BE IT FURTHER RESOLVED, to require the entity to include signage provided by the Ingham County Parks Department referencing the millage funds during the construction phase and a permanent sign to remain on the site in perpetuity post completion of the project.

BE IT FURTHER RESOLVED, that $2,000 from the Trails and Parks Millage Fund is allocated to the Ingham County Parks Department to fund office supplies, postage, and mileage for the administration of this program.

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

BE IT FURTHER RESOLVED, 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.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

Commissioner Nolan voted No on the Trail Ambassador Coordinator Position

FINANCE: Yeas: Grebner, Anthony, Case Naeyaert
Nays: Hope **Absent:** McGrain, Tennis, Schafer **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 35

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE ACCEPTANCE OF TWO PARCELS OF LAND

RESOLUTION # 17 –

WHEREAS, the Ingham County Treasurer has identified two parcels of land that lie near Hawk Island County Park (Parcel # 33-01-01-27-476-055 and Parcel # 33-01-01-27-476-050) to be acquired by the County for park purposes; and

WHEREAS, Park staff and the Park Commission recommends that the two parcels be accepted by the County to now be used as a public parkland.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners authorizes the two parcels identified with Quit Claim Deeds for the purchase price of ONE AND NO/100 DOLLARS ($1.00), which have already been recorded with the Register of Deeds, to be acquired by the County for park purposes and that any agreement shall contain a restriction which limits the use of the Premises for public park purposes in perpetuity.

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.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 36

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION CONSOLIDATING PARKS DEPARTMENT FEE WAIVER POLICIES

RESOLUTION # 17 –

WHEREAS, prior to 1997 the Ingham County Parks Department was under the direction of the Ingham County Road Commission; and

WHEREAS, park fees and fee waivers were historically established by the Ingham County Parks (Board) Commission; and

WHEREAS, despite the number of years that have passed two fee waivers policies passed by the Park (Board) Commission dating back to 1992 have continued in practice; and

WHEREAS, in 2003 the Ingham County Parks Board passed a resolution to provide an annual low income boat launch passes to park visitors with financial need and proof of eligibility such as Medicaid or Supplemental Security Income; and

WHEREAS, the Ingham County Parks strive to promote social equity and access to recreational opportunities; and

WHEREAS, there is merit to continuing the Parks Fee Waiver Shelter policy and Low Income Boat Launch Policy established by the Parks (Board) Commission, as well as the Low Income Entry Fee Waiver Policy established by Board of Commissioners Resolution 02-285.

THEREFORE BE IT RESOLVED, that the following guidelines shall apply to the waiving of Ingham County Park Fees:

- Shelter fees will be waived by the Director of Parks for:
  - Ingham County Schools-whose students are under age 18 (Monday-Friday)
  - Organized Ingham County Youth Groups-whose members are under age 18 (Monday-Friday)
  - Volunteer groups, whose activities benefit the Parks Department
  - Military and Veteran Organizations (Monday-Friday)
  - Public safety organizations from within Ingham County (Monday-Friday)
  - Ingham County Departments (Monday-Friday)
  - Other Park and Recreation Agencies (Monday-Friday)
  - Internal use by the Parks Department

- Vehicle Entry Fees: Vehicle entry fees are waived for Ingham County residents when paying the entry fee is a financial hardship. Upon entering the park, the park visitor notifies the gate attendant that paying the vehicle entry fee is a hardship. The daily fee is waived, a fee waiver form completed and annual park pass is mailed to the customer.

- Vehicle Entry Fees: Vehicle entry fees are waived one hour prior to the Friends of Ingham County Parks Friday evening concerts at Lake Lansing Park South.

- Vehicle Entry Fees: May be waived by the Director of Parks for other Friends sponsored events when requested.

BE IT FURTHER RESOLVED, that the guidelines listed above supersedes all previous resolutions relative to Ingham County Park fee waivers.

BE IT FURTHER RESOLVED, that the guidelines listed above take effect upon passage of the resolution by the Board of Commissioners.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 37

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE A CONTRACT OF LEASE AND SUBLEASE FOR THE COMMUNITY MENTAL HEALTH BUILDING

RESOLUTION # 17 –

WHEREAS, pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended (hereinafter referred to as "Act 31"), the County, has heretofore authorized and directed the incorporation of the Authority; and

WHEREAS, the Ingham County Board of Commissioners previously adopted a resolution on November 22, 2016 (the "Resolution of Intent," being Resolution 16-486) stating the intent of the County to enter into a contract of lease and authorizing publication of a notice of intent (the "Notice of Intent"); and

WHEREAS, the Notice of Intent was published on or about December 2, 2016, which notice included the right of referendum; and

WHEREAS, a form of contract of lease was attached to the Resolution of Intent and is on file with the County Clerk; and

WHEREAS, a proposed Contract of Lease between the Authority and the County has been prepared and presented at this meeting (Exhibit A), which Contract of Lease is substantially in the form of the contract of lease attached to the Resolution of Intent; and

WHEREAS, a proposed Sublease among the County, the Authority and CMH has been prepared and presented at this meeting (Exhibit B); and

WHEREAS, it is necessary and desirable for the County to enter into the proposed Contract of Lease with the Authority and to enter into the proposed Sublease with the Authority and CMH.

NOW, THEREFORE, BE IT RESOLVED BY THE INGHAM COUNTY BOARD OF COMMISSIONERS, as follows:

1. The Contract of Lease is hereby approved and the Chairperson is directed to execute the Contract of Lease on behalf of the County and to deliver the same to the Authority no earlier than 60 days after the Notice of Intent was published and only if the applicable referendum period has expired without the filing of sufficient petitions requesting a referendum, with such changes which are not materially adverse to the County. Changes to the not to exceed amount of bonds and the length of the term of the Contract of Lease are deemed not materially adverse, provided that the overall not to exceed principal amount of $10,000,000 is not exceeded and the term of the Contract of Lease does not extend beyond the term of the bond.

2. The Sublease is hereby approved and the Chairperson is directed to execute the Sublease on behalf of the County and to deliver the same to the Authority and CMH upon execution of the Contract of Lease, with such changes which are not materially adverse to the County.

3. The Chairperson shall execute and deliver as many copies of the Contract of Lease and Sublease as he in his discretion shall deem necessary or desirable.

4. Copies of the Contract of Lease and Sublease this day presented to the Commissioners shall be attached to the minutes of this meeting and placed on file in the office of the County Clerk.

5. The Controller/Administrator and the County Treasurer are authorized severally and jointly to execute on behalf of the County (i) a certificate of the County to comply with the requirements for a continuing disclosure undertaking of the County, if necessary, pursuant to subsection (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, and (ii) amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The County covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The remedies for any failure of the County to comply with and carry out the provisions of the Continuing Disclosure Certificate shall be as set forth in the Continuing Disclosure Certificate.

6. All resolutions and parts of resolutions insofar as they may be in conflict herewith are rescinded.

7. The Ingham County Board of Commissioners authorizes the Board Chairperson to sign any other necessary contract documents that are consistent with this resolution and approved as to form by the County Attorney.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

EXHIBIT A
CONTRACT OF LEASE

THIS FULL FAITH AND CREDIT (LIMITED TAX) GENERAL OBLIGATION CONTRACT OF LEASE made as of the 1st day of _____, 2017, by and between the INGHAM COUNTY BUILDING AUTHORITY (sometimes hereinafter referred to as the "Authority"), a building authority organized and existing under and pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, (sometimes hereinafter referred to as "Act 31"), and the COUNTY OF INGHAM, a county organized and existing under the Constitution and laws of the State of Michigan (sometimes hereinafter referred to as the "County").

W I T N E S S E T H:

WHEREAS, the Authority has been incorporated by the County pursuant to Act 31 for the purposes set forth in Act 31; and

WHEREAS, the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH") has requested the County to renovate, construct, furnish, equip and improve the existing Community Mental Health Building located at 812 East Jolly Road, Mason, Michigan, and has proposed that the County renovate, construct, furnish, equip and improve said facility and construct, acquire, furnish and equip an approximately 42,000 square foot addition thereto, together with associated parking (the said facility and addition hereinafter sometimes referred to as the "Project"); and

WHEREAS, it is proposed that the Authority finance all or part of the cost of the Project by the issuance of building authority bonds payable from cash rental payments by the County to the Authority pursuant to this Contract of Lease; and

WHEREAS, an estimate of 40 years and upwards as the period of usefulness of the Project and an estimate of $10,000,000 as the cost of the Project have been prepared and have been filed with the County Clerk and the Secretary of the Authority; and

WHEREAS, in order to provide for renovating, constructing, furnishing, equipping, improving and financing the Project and to make possible the issuance of building authority bonds to defray all or part of the cost of the Project it is necessary for the parties to enter into this Contract of Lease.

THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS AND AGREEMENTS HEREINAFTER SET FORTH, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Authority shall, as soon as practicable after the effective date of this Contract of Lease, proceed to issue its building authority bonds in one or more series in the aggregate principal amount of $10,000,000 or such lesser amount as shall be determined by the Commission of the Authority to be necessary to defray all or part of the cost of the Project, pursuant to and in accordance with the provisions of Act 31, and shall pledge for the payment of

the principal of and interest on said bonds the receipts from the cash rental payments hereinafter agreed to be paid by the County. The bonds shall be serial bonds, term bonds or a combination thereof dated as of such date as shall be determined by the Authority, shall bear interest at a rate or rates not to exceed 7% per annum and shall mature (subject to such prior redemption, if any, as may be provided in the bond authorizing resolution) on such dates and in such years as shall be determined in the resolution authorizing the issuance of the bonds. Upon receipt of the proceeds of the sale of the building authority bonds the Authority immediately shall deposit such proceeds (other than any premium, capitalized interest and accrued interest received from the purchaser of the bonds, which shall be transferred to the bond and interest redemption fund) into a construction fund, which shall be maintained as a separate depositary account and from which shall be paid the cost of the Project.

2. After the building authority bonds have been sold, the Authority shall renovate, construct, furnish, equip and improve the Project or cause the renovation, construction, furnishing, equipping and improving thereof.

(a) The Authority shall contract with the architect selected by CMH for the Project unless the Authority objects to the contracting with the selected architect. In such event the Authority shall contract with another architect selected by CMH with whom the Authority has no objections. All final plans and specifications prepared by the architect and the total project budget shall be reviewed and approved by CMH before commencement of construction. The final plans and specifications and the total project budget shall also require approval of the Authority and the County, which approval shall not be unreasonably withheld.

(b) The Authority, in consultation with CMH, shall select a construction manager for the Project. After the plans and specifications have been approved by the Authority, CMH and the County, no changes shall be made except as approve by the Authority, the County and CMH in writing. The Authority, the County and CMH shall designate those persons who are authorized to approve changes to the plans and specifications. Any such changes shall be made by change order.

(c) The cost estimate and the estimated period of usefulness for the Project, both of which heretofore have been filed with the County Clerk and the Secretary of the Authority, are approved and adopted. The cost of the Project shall include not only the direct costs of renovating, constructing, furnishing, equipping and improving the Project but all other costs including, without limitation, all architectural, engineering, construction management, moving, financial, legal, printing and publishing costs and expenses incidental to the Project and to the issuance of the building authority bonds.

3. In the event that the Authority shall at any time determine that the Project cannot be completed at the estimated cost, the Authority immediately shall so notify the County in writing, specifying the additional funds required, and thereupon one of the following actions shall be taken: (a) the County shall pay or cause to be paid to the Authority in cash the additional amount so required, or (b) the Authority shall issue building authority bonds in such increased or additional principal amount as shall be necessary to complete the Project, or (c) the Project shall

be modified so as to permit its completion within the estimated cost. No such increased or additional building authority bonds shall be issued unless the County and the Authority shall provide by amendment or supplement of this Contract of Lease for such issuance and for an increase in the cash rental payable by the County hereunder sufficient to permit payment of the principal of and interest on the increased or additional bonds. Any additional building authority bonds so issued shall have equal standing with the bonds hereinbefore authorized to be issued. The proceeds of any such cash payments or increased or additional bonds (except for accrued interest, premium and capitalized interest) shall be deposited into the construction fund for the Project.

4. If, after completion of the Project, moneys remain in the construction fund, such moneys shall be considered to be an unexpended balance of the proceeds of the sale of the bonds. Any unexpended balance of the proceeds of the sale of the bonds remaining after completion of the Project may be used to improve or enlarge the Project or for other Projects of the Authority leased to the County if such use is approved by the Michigan Department of Treasury, if required by law, and by the County. Any unexpended balance not so used shall be paid into the bond and interest redemption fund and the County shall receive a credit against the cash rental payments next due under this Contract of Lease to the extent of the moneys so deposited in the manner provided in the resolution authorizing the bonds.

5. The Authority shall require the contractor or contractors for the construction of the Project to furnish all necessary bonds guaranteeing performance and all labor and materials bonds and all owners protective, workers compensation and liability insurance required for the protection of the Authority and the County. All bonds and insurance, and the amounts thereof, shall be subject to approval of the County attorney. All such insurance shall be made effective from the date of issuance of the building authority bonds described in Section 1 or commencement of construction of the Project, whichever is later. The Authority also shall require a sufficient fidelity bond from any person handling funds of the Authority.

6. The Authority hereby leases the Project and the Site described on Exhibit A to the County for a term commencing on the effective date of this Contract of Lease and ending on _____, 20__, or such earlier date as hereinafter provided. Possession of the Project shall vest in the County upon completion of construction of the Project. When all of the building authority bonds issued by the Authority to finance the Project have been retired, the Authority shall convey to the County all of its right, title and interest in the Project and any lands, air space, easements or rights-of-way appertaining thereto. Upon such conveyance by the Authority to the County, this Contract of Lease and the leasehold term shall terminate and the Authority shall have no further interest in, or obligations with respect to, the Project.

7. The County hereby agrees to pay to the Authority as cash rental for the Project herein leased to it by the Authority such periodic amounts as shall be sufficient to enable the Authority to pay the principal of and interest on the building authority bonds to be issued by the Authority as such principal and interest shall become due. On the 15th day of the month preceding the first date that any noncapitalized interest shall become due on the bonds and semiannually thereafter while any of the bonds remain outstanding the County shall pay to the Authority an amount sufficient to pay the interest due on the bonds on the first day of the following month. On the

15th day of the month preceding the first principal payment date on the bonds and annually thereafter while any of the bonds are outstanding the County shall pay the Authority an amount sufficient to pay the principal due on the bonds on the first day of the following month. If for any reason the cash rental payments made by the County are not used to pay the principal of and interest on the bonds, the County agrees to pay to the bondholders on behalf of the Authority as additional cash rental such amounts as are necessary to pay such principal and interest. The County hereby pledges its limited tax full faith and credit for the payment of the cash rental when due and agrees that it will levy each year such ad valorem taxes as shall be necessary for the payment of such cash rental which taxes shall be subject to applicable constitutional and statutory tax limitations. If the County, at the time prescribed by law for the making of its annual tax levy, shall have other funds on hand which have been set aside and earmarked for payment of its obligations for which a tax levy otherwise would have to be made, then the tax levy shall be reduced by the amount of such other funds. Such other funds may be raised from any lawful source. The obligation of the County to make such cash rental payments shall not be subject to any setoff by the County nor shall there be any abatement of the cash rentals for any cause including, but not limited to, casualty that results in the Project being untenantable.

8. The County may pay in advance to the Authority any cash rental payments herein required to be made and in such event shall be credited therefor upon future-due cash rental payments as the County shall direct. Any such advance payments, if the County shall so direct, shall be used by the Authority to redeem or purchase bonds prior to maturity when and to the extent possible and to pay the interest thereon and any call premiums applicable thereto. Any such advance payments shall be deposited in the bond and interest redemption fund of the Authority. The County also shall have the right to purchase bonds on the open market and to surrender the same to the Authority at any time. In the event that any bonds are redeemed or purchased and surrendered as above provided, the respective amounts which otherwise would have been payable as semiannual interest thereon shall be credited upon the cash rental payments otherwise required to be made on the cash rental payment dates next preceding such semiannual interest payment dates and the principal amount of such bonds shall be credited upon the cash rental payments otherwise required to be made on the cash rental payment dates next preceding the maturity dates of the bonds. Any bonds redeemed, purchased or surrendered shall be cancelled.

9. In addition to the cash rental provided for in Section 7 hereof, the County hereby agrees to pay to the Authority all operating expenses of the Authority including expenses incidental to the issuance and payment of the bonds to the extent such expenses are not paid from the proceeds of the bonds. The obligations of the County to make such payments shall be limited tax general obligations of the County.

10. The County shall, at its own expense, operate and maintain the Project and shall keep the same in good condition and repair. The County may contract for the operation and maintenance of the Project or any part of the Project by a private party. Operation and maintenance shall include (but not be limited to) the providing of all personnel, equipment and facilities, all air conditioning, light, power, heat, telephone, water, sewage disposal, storm drainage and all other personnel services, equipment and supplies, of whatever nature, as shall be necessary or expedient for the operation and maintenance of the Project. Premiums for insurance required to

be carried upon or with respect to the Project or the use thereof and taxes levied upon either party hereto on account of the ownership or use thereof or rentals or income therefrom likewise shall be deemed operation and maintenance expenses. The obligation of the County to pay all costs and expenses of the operation and maintenance of the Project shall be a limited tax general obligation of the County.

11. The County shall provide, at its own expense, fire and extended coverage, malicious mischief and vandalism insurance in an amount which is at least equal to the amount of the building authority bonds outstanding from time to time or to the amount of the full replacement cost of the Project if that amount be less than the amount of bonds outstanding. Such insurance shall be payable to the County and the Authority as their interests may appear and shall be made effective from the date of issuance of the building authority bonds described in Section 1 or commencement of construction of the Project, whichever is later. In the event of the partial or total destruction of the Project during or after construction, or if the Project is for any reason made unusable, the cash rental payments as provided in Section 7 hereof shall continue unabated. The County shall have the option to use the proceeds of insurance, in the event of loss or damage to the Project, for the repair or restoration of the Project. If the County shall determine not to use the proceeds of insurance for the repair or restoration of the Project the amount of such insurance proceeds shall be paid to the Authority and by it deposited in the bond and interest redemption fund and the County shall receive appropriate credits on future cash rental payments due.

12. The County shall provide adequate liability insurance protecting the County, the Authority and the members of the Commission of the Authority against loss on account of damage or injury to persons or property, imposed by reason of the ownership, possession, use, operation or repair of the Project or resulting from any acts of omission or commission on the part of the County, the Authority, the members of the Commission of the Authority or their agents, officers or employees in connection therewith. Such insurance shall be made effective from the date of issuance of the building authority bonds described in Section 1 or commencement of construction of the Project, whichever is later.

13. The County shall hold the Authority and the members of its Commission harmless and to the extent permitted by law keep it fully indemnified at all times against any loss, injury, or liability to any person or property by reason of the use, misuse, or non-use of the Project by the County or by any other person or from any act or omission in, on or about the Project, including any liability resulting from any and all environmental matters pertaining thereto. The County shall, at its own expense, make any changes or alterations in, on or about the Project which may be required by any applicable statute, charter, ordinance or governmental regulation or order, and shall save the Authority and the members of its Commission harmless and free from all cost or damage in respect thereto.

14. The County, in its sole discretion, may install or construct in or upon, or may remove from the Project, any equipment, fixtures or structures and may make any alterations or structural changes as it may desire, but the County shall not make any permanent alterations to the Project that will affect adversely the security for the building authority bonds to be issued by the Authority or the prompt payment of the principal of or interest on such bonds.

15. The Authority, through its officers, employees or agents, may enter upon the Project at any time during the term of this Contract of Lease for the purpose of inspecting the Project and determining whether the County is complying with the covenants, agreements, terms and conditions hereof.

16. Inasmuch as this Contract of Lease, and particularly the obligations of the County to make cash rental payments to the Authority, provides the security for payment of the principal of and interest on the building authority bonds to be issued by the Authority to finance the Project, it is hereby declared that this Contract of Lease is made for the benefit of the holders of said bonds as well as for the benefit of the parties and that said holders shall have contractual rights herein. In the event of any default on the part of the County, the Authority and the holders of said bonds shall have all rights and remedies provided by law and especially by Act 31. The parties further covenant and agree that they will not do or permit to be done any act, and that this Contract of Lease will not be amended in any manner, which would impair the security of said bonds or the rights of the holders thereof. An amendment of this Contract of Lease to authorize the issuance of additional building authority bonds and providing for the payment of additional cash rentals for the payment thereof shall not be deemed to impair the security of the bonds or the rights of the holders.

17. This Contract of Lease shall inure to the benefit of, and be binding upon the respective parties hereto and their successors and assigns; provided, however, that no assignment shall be made in violation of the terms hereof nor shall any assignment be made which would impair the security of the bonds or the rights of the holders thereof.

18. Additional building authority bonds of equal standing with the bonds herein authorized may be issued, in addition to those for which provision is made in Section 3, for the purpose of making improvements or additions to the Project; provided, however, that no such bonds of equal standing may be issued unless this Contract of Lease is amended or supplemented to provide for such issuance and for an increase in the cash rental payments required to be made by the County in amounts sufficient to permit payment of the principal of and interest on such additional bonds. Nothing in this Contract of Lease shall prevent the Authority from issuing building authority bonds to finance other Projects for lease to the County.

19. In the event the building authority bonds to finance the Project cannot be or are not issued by the Authority prior to January 1, 2018, the Project shall be abandoned and the County shall pay all expenses of the Authority incurred to the date of abandonment, and neither party shall have any further obligations under this Contract of Lease. The provisions of this Section 19 may be extended or waived by the parties by resolution of their respective governing bodies.

20. Except as otherwise provided herein, the right to give any consent, agreement or notice herein required or permitted shall be vested, in the case of the County, in its Board of Commissioners, and in the case of the Authority, in its Commission. Any notice required or permitted to be given hereunder shall be given by delivering the same, in the case of the County, to the County Clerk or the Deputy County Clerk, and in the case of the Authority, to any member of its Commission.

21. In the event there shall occur changes in the constitution or statutes of the State of Michigan which shall affect the organization, territory, powers or corporate status of the County, the terms and provisions of this Contract of Lease shall be unaffected thereby insofar as the obligation of the County to make cash rental payments is concerned. The proceeds of any sale or other liquidation of any interest of the County in the Project are hereby impressed with a first and prior lien for payment of any outstanding building authority bonds or other obligations of the Authority incurred by reason of the Project or any additions or improvements thereto.

22. This Contract of Lease shall become effective 60 days after a notice of intention of entering into this Contract of Lease has been published in a newspaper of general circulation in the County as required by Section 8b(3) of Act No. 31; provided, however, that if a petition for a referendum requesting an election on this Contract of Lease is filed with the County Clerk within 45 days after the notice is published, signed by not less than 10% or 15,000 of the registered electors of the County, whichever is less, then this Contract of Lease shall become effective only if and when approved by a majority of the electors of the County voting thereon. This Contract of Lease shall terminate on _____, 20__, unless terminated prior to such date in accordance with the provisions hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the INGHAM COUNTY BUILDING AUTHORITY, by its Commission, and the COUNTY OF INGHAM, by its Board of Commissioners, each have caused this Contract of Lease to be signed in its name, for and on its behalf, by its duly authorized officers, as of the day and year first above written.

Witnessed: INGHAM COUNTY BUILDING AUTHORITY

_____ By: _____

Its: Chairperson, Ingham County Building Authority

Witnessed: COUNTY OF INGHAM

_____ By: _____

Its: Chairperson, Board of Commissioners

APPROVED AS TO FORM
FOR THE COUNTY OF INGHAM
COHL, STOKER & TOSKEY, P.C.

By:_____

EXHIBIT A

The Project includes the renovation, construction, furnishing, equipping and improvement of the existing Community Mental Health Building located at 812 East Jolly Road, Mason, Michigan and the construction, furnishing and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the facility addition and parking improvements, collectively, the "Project").

The Site for the Project is described as follows:
THAT PART OF THE FRACTIONAL NORTHWEST 1 /4 OF SECTION 3, TOWN 3 NORTH, RANGE 2 WEST, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 3 LYING S88'45 ' 28" E 366.81 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 3; THENCE CONTINUING 588'45' 28" E ON SAID NORTH LINE 355.00 FEET; THENCE S00'35 ' 42" W 329.70 FEET; THENCE S88°44'12"E 65.95 FEET TO THE NORTHWEST CORNER OF THE PLAT OF BATTENFIELD SUBDIVISION NO. 1, AS RECORDED IN LIBER 16 OF PLOTS, PAGES 3 AND 4, INGHAM COUNTY RECORDS; THENCE S00'37' 55" W 518.27 FEET ALONG THE WEST LINE OF THE PLAT OF BATTENFIELD SUBDIVISION NO. 1 AND THE WEST LINE OF THE PLAT OF PENNSYLVANIA HEIGHTS, AS RECORDED IN LIBER 17 OF PLATS, PAGE 38, INGHAM COUNTY RECORDS, TO THE NORTH LINE OF THE PLAT OF ROSELAWN, AS RECORDED IN LIBER 29 OF PLATS, PAGE 6, INGHAM COUNTY RECORDS; THENCE N89'04 ' 25" W ALONG SAID NORTH LINE 344.00 FEET; THENCE N01°14 ' 32"E 404.83 FEET; THENCE N88'45 ' 25" W 86.20 FEET; THENCE N01°14' 32"E 445.01 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 6.99 ACRES, MORE OR LESS, INCLUDING 0.26 ACRE, MORE OR LESS, PRESENTLY IN USE AS PUBLIC RIGHT OF WAY; SAID PARCEL SUBJECT TO ALL EASEMENTS AND RESTRICTIONS IF ANY. ALSO COM 463.9 FT W OF N 1/8 POST OF NW 1/4 SEC 3, TH W 66 FT, S 330 FT, E 66 FT, N 330 FT TO BEG; SEC 3 T3N R2W; ALSO COM 721.9 FT E OF NW COR SEC 3, TH E 66 FT, S 330 FT, W 66 FT, N TO BEG; SEC 3 T3N R2W.

Commonly known as:
812 East Jolly Road, Lansing, MI; 830 East Jolly Road, Lansing, MI; and 836 East Jolly Road, Lansing, MI.

EXHIBIT B
SUBLEASE

This Sublease made as of _____, 2017, by and between the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and the COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON-EATON-INGHAM COUNTIES (hereinafter designated as the "CMH").

WHEREAS, the County and the Ingham County Building Authority (the "Authority") have entered into a Full Faith and Credit General Obligation Contract of Lease dated as _____ 1, 2017 (the "Contract of Lease"), with respect to the renovation, construction, furnishing, equipping and improvement of the existing Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan and the acquisition, construction, furnishing and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the "Project"); and

WHEREAS, CMH has received a copy of the Contract of Lease and is familiar with its contents; and

WHEREAS, it is proposed that the Project be used by CMH to provide community mental health services to its members' residents; and

WHEREAS, in order to permit the Project to be used by CMH for its purposes and to permit CMH to assume the obligations of the County incurred by the County in the Contract of Lease, it is necessary for the County and CMH to enter into this Sublease.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Description and Term. In consideration of the rents described below and the covenants and agreements to be performed by CMH and the County under this Sublease, the County subleases to CMH, and CMH subleases from the County, the Project, together with all improvements thereon and additions thereto as described in Exhibit A, for the term beginning as of the effective date of the Contract of Lease and ending on the termination date specified in the Contract of Lease.

Section 2. Assumption of the County's Obligations.

1. CMH hereby expressly assumes all of the County's obligations to pay the cash rentals, as described in the Contract of Lease at the times and in the amounts required to be paid by the County, including the obligations which are not determined as to amount at the time of this Sublease. Concurrent with the payment of the cash rentals, CMH shall give notice in writing to the County of such payment.

2. **In further consideration of this Sublease, CMH shall pay all other amounts required to be paid by the County under the Contract of Lease**; shall continue to provide community mental health services in the jurisdictional boundaries of the County and its other members; and in addition shall be responsible for and pay all of the costs of using, owning, operating, managing, insuring, repairing, maintaining and equipping the Project and all amounts incurred by the County under the hold harmless and indemnity provisions of the Contract of

Lease, and all expenses incurred under paragraphs 9, 10, 11 and 12 of the Contract of Lease. All payments of cash rental shall be made directly for and on behalf of the County to the entity described as the "Bond Registrar and Paying Agent" or "Trustee" or "Transfer Agent" in the Authority's resolution authorizing issuance of bonds, adopted by the Authority in accordance with the Contract of Lease.

3. In further consideration of this Sublease, CMH shall assume and be subject to all limitations and responsibilities of the County under the Contract of Lease.

(d) In further consideration of this Sublease, CMH shall, at its own expense, indemnify, protect, defend and hold harmless the County, the Authority, its elected and appointed officers, employees, and agents at all times against any loss, injury, or liability to any person or property by reason of the use, misuse, or non-use of the Project by CMH or by any other person or from any act or omission in, on or about the Project, including any liability resulting from any and all environmental matters pertaining thereto. CMH shall, at its own expense, make any changes or alterations in, on or about the Project which may be required by any applicable statute, charter, ordinance or governmental regulation or order, and shall save the County and the Authority and its elected and appointed officers, employees, and agents harmless and free from all cost or damage in respect thereto.

Section 3. Assignment and Authorization.

1. CMH covenants not to assign or transfer this Sublease under any circumstances without the prior written consent of the County.

2. CMH authorizes the County Treasurer to allocate and utilize, without any further authorization or action on the part of CMH, the millage monies, if any, of CMH that may be lawfully used by CMH for payment of CMH's obligations under this Sublease.

Section 4. CMH's Responsibilities.

Without limiting the foregoing, CMH agrees as follows:

1. CMH shall accept the premises "as is and with all faults."

2. CMH shall pay for all gas, water, heat, electricity, light, telephone, or any other communication or utility service used in or rendered or supplied to the premises during the term of this Sublease, as the same shall become due.

3. CMH shall not perform or permit any acts or carry on any practices which may injure the building and structures on the premises, and shall, to the extent practicable, keep the premises clean and free from rubbish, dirt, snow and ice at all times and in full compliance with all applicable laws and ordinances.

4. CMH shall maintain the premises and all fixtures and equipment therein, including all plumbing, sprinkler, heating, air-conditioning, electrical, gas, security and safety and like fixtures and equipment, all window glass, ceilings, doors and door frames, windows and window frames of the premises in good repair and condition, and shall make all repairs, replacements and upgrades to such fixtures and equipment.

5. CMH shall provide or cause to be provided comprehensive and general, public liability insurance against claims for personal injury, death or property damage occurring in connection with the use and occupancy of the premises, or arising out of the improvement, repair or alteration of the premises. To the extent CMH and the County agree, such insurance may be purchased by the County, and CMH may be required to reimburse the County, at the County's request, for the cost of all or a portion of such insurance and if requested, shall maintain any self-

insured retention or additional insurance in the amount of such self-insured retention otherwise applicable to the County's insurance program. CMH shall reimburse the County, at the County's request, for all or a portion of the cost of insuring the premises. The limits of such insurance shall be agreed upon by the County and CMH. The party providing the insurance shall furnish the other party a binder renewing the insurance policy at least 30 days before the policy expires. Any such policy or binder shall name the other party as an additional insured and shall provide for at least 30 days' notice to the other party of any change in coverage or cancellation.

6. CMH shall be responsible for the risk of loss of all its personal property on the premises and shall provide fire and extended coverage insurance on CMH's personal property located in the premises in amounts reasonably deemed adequate by CMH to fully insure such personal property. It is understood and agreed that if CMH's personal property is damaged or destroyed in whole or in part by fire or other casualty during the term hereof, CMH will repair and restore the same to good condition with reasonable dispatch based solely upon the amount of insurance proceeds received by CMH to cover such casualty.

7. CMH shall maintain the interior wall coverings and floor coverings in good repair and shall replace such wall and floor coverings at its own expense as needed.

8. CMH shall be solely responsible for the provision, maintenance and repair of any exterior and interior signs relating to the use of the premises.

9. CMH shall maintain the roof, structural supports, exterior and interior walls, floors, walkways, grounds, landscaping and parking lots in good condition.

10. CMH shall maintain at all times during the term of this Sublease a repair and replacement fund in an amount not less than $400,000, the money credited thereto to be used solely for the purpose of making repairs and replacements to the premises. If at any time it shall be necessary to use moneys in the repair and replacement fund for the purpose of which said fund was established, the moneys so used shall be replaced from any moneys of CMH which are not required by law or contract to be used for other purposes.

11. CMH shall be responsible for assuring that access to the premises (exterior and interior) is in continuing compliance with the Americans with Disabilities Act and the Michigan Handicappers' Civil Rights Act, and any other applicable laws governing access to the premises for persons with disabilities, now existing or hereafter adopted. CMH will provide the County and the Ingham County Building Authority with any easements it requires or requests with respect to the Project.

Section 5. Additional Covenants.

1. CMH hereby covenants that, to the extent permitted by law, it shall take all actions within its control necessary to maintain the exclusion of interest on the Authority's bonds from adjusted gross income for federal income taxation purposes under the Internal Revenue Code of 1986, as amended, including, but not limited to actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure or investment of bond proceeds and moneys deemed to be bond proceeds.

2. CMH further covenants that it will comply with the requirements of Rule 15c2-12 of the Securities Exchange CMH regarding continuing disclosure, as more fully set forth in the Official Statement related to the Authority's bonds.

Section 6. Remedies. If CMH shall breach or fail to perform any of the promises and agreements in this Sublease or any other agreement entered into between the County and CMH, and such failure shall continue, without commencement and diligent pursuit of remedial action, for sixty (60) days after written notice from the County, the County may commence such

performance at CMH's cost and expense or terminate this Sublease and reenter and repossess the Premises at the discretion of the County. If the County prevails in any such action, CMH shall be responsible for the County's reasonable attorneys' fees and costs incurred in connection with such action.

Section 7. Remedies not Exclusive. It is agreed that each and every of the rights, remedies and benefits provided by this Sublease shall be cumulative and shall not be exclusive of any other of said rights, remedies and benefits or of any other rights, remedies and benefits allowed by law.

Section 8. Governing Law. This Sublease shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Sublease the venue for the bringing of any actions in law or in equity shall be in the State of Michigan established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

Section 9. Amendment. All modifications, amendments or waivers of any provision of this Sublease shall be made only by the written mutual consent of the parties hereto.

Section 10.Waiver. One or more waivers of any covenant or condition by the County shall not be construed as a waiver of a further breach of the same covenant or condition.

Section 11.Notices. Whenever notice of any kind is required under this Sublease, it shall be deemed sufficient notice and service thereof if such notice is in writing addressed to the applicable party at its last known Post Office address and deposited in the mail with postage prepaid.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Sublease by the signature of the duly authorized officers of the parties as of the date written in the first paragraph above.

COUNTY OF INGHAM

By: _____
Its: Chairperson, Board of Commissioners

COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON-EATON-INGHAM COUNTIES

By: _____
Its: Chief Executive Officer

APPROVED:

INGHAM COUNTY BUILDING AUTHORITY

By: _____
Its: Chairperson, Ingham County Building Authority

APPROVED AS TO FORM
FOR THE COUNTY OF INGHAM
COHL, STOKER & TOSKEY, P.C.

By:_____

EXHIBIT A

The Project includes the renovation, construction, furnishing, equipping and improvement of the existing Community Mental Health Building located at 812 East Jolly Road, Mason, Michigan and the construction, furnishing and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the facility addition and parking improvements, collectively, the "Project").

The Site for the Project is described as follows:

THAT PART OF THE FRACTIONAL NORTHWEST 1 /4 OF SECTION 3, TOWN 3 NORTH, RANGE 2 WEST, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 3 LYING S88'45 ' 28" E 366.81 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 3; THENCE CONTINUING 588'45' 28" E ON SAID NORTH LINE 355.00 FEET; THENCE S00'35 ' 42" W 329.70 FEET; THENCE S88°44'12"E 65.95 FEET TO THE NORTHWEST CORNER OF THE PLAT OF BATTENFIELD SUBDIVISION NO. 1, AS RECORDED IN LIBER 16 OF PLOTS, PAGES 3 AND 4, INGHAM COUNTY RECORDS; THENCE S00'37' 55" W 518.27 FEET ALONG THE WEST LINE OF THE PLAT OF BATTENFIELD SUBDIVISION NO. 1 AND THE WEST LINE OF THE PLAT OF PENNSYLVANIA HEIGHTS, AS RECORDED IN LIBER 17 OF PLATS, PAGE 38, INGHAM COUNTY RECORDS, TO THE NORTH LINE OF THE PLAT OF ROSELAWN, AS RECORDED IN LIBER 29 OF PLATS, PAGE 6, INGHAM COUNTY RECORDS; THENCE N89'04 ' 25" W ALONG SAID NORTH LINE 344.00 FEET; THENCE N01°14 ' 32"E 404.83 FEET; THENCE N88'45 ' 25" W 86.20 FEET; THENCE N01°14' 32"E 445.01 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 6.99 ACRES, MORE OR LESS, INCLUDING 0.26 ACRE, MORE OR LESS, PRESENTLY IN USE AS PUBLIC RIGHT OF WAY; SAID PARCEL SUBJECT TO ALL EASEMENTS AND RESTRICTIONS IF ANY. ALSO COM 463.9 FT W OF N 1/8 POST OF NW 1/4 SEC 3, TH W 66 FT, S 330 FT, E 66 FT, N 330 FT TO BEG; SEC 3 T3N R2W; ALSO COM 721.9 FT E OF NW COR SEC 3, TH E 66 FT, S 330 FT, W 66 FT, N TO BEG; SEC 3 T3N R2W.

Commonly known as 812 East Jolly Road, Lansing, MI; 830 East Jolly Road, Lansing, MI; and 836 East Jolly Road, Lansing, MI.

MARCH 28, 2017
AGENDA ITEM NO. 38

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE A GROUND LEASE FOR THE COMMUNITY MENTAL HEALTH BUILDING

RESOLUTION # 17 –

WHEREAS, pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31"), the County of Ingham, Michigan (the "County") has authorized and directed the incorporation of the Ingham County Building Authority (the "Authority"); and

WHEREAS, a design, cost estimate and period of estimated useful life for the renovation, construction, furnishing equipping and improving of the existing Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan and the acquisition, construction, furnishing and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the "Project"), to be acquired by the Authority pursuant to the Contract of Lease approved by the Board in a resolution adopted on March 28, 2017 (the "Contract of Lease") have been prepared and presented to this Board; and

WHEREAS, under the terms of Act 31 the Authority has the power to acquire, construct, improve and equip the Project, to lease the Project to the County, who in turn, will sublease the Project to CMH, all for a period not exceeding 50 years and to finance the Project by the issuance of building authority bonds payable from the rentals received from the County, who in turn will receive rental under the sublease from CMH, for the use of the Project, all in accordance with Act 31; and

WHEREAS, a proposed Ground Lease (the "Ground Lease") among the County, the Authority and CMH has been prepared and presented to this Board for the purpose of having CMH lease the lands on which the Project is located to the Authority; and

WHEREAS, it is necessary and desirable for the County to enter into the proposed Ground Lease so that the Authority may in turn lease the lands and the Project to the County pursuant to the Contract of Lease, who in turn will receive rental under a Sublease from CMH, for the use of the Project, all in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED by the Ingham County Board Of Commissioners, that:

1. The Ground Lease is hereby approved, and the Chairperson is hereby directed to execute the Ground Lease on behalf of the County with such changes which are not materially adverse to the County and to deliver the same to the Authority.

2. The Chairperson shall execute and deliver as many copies of the Ground Lease as he shall, in his discretion, deem necessary or desirable.

3. Copies of the approved Ground Lease this day presented to the Board shall be attached to the minutes of this meeting and placed on file in the office of the County Clerk.

4. All resolutions and parts of resolutions insofar as they may be in conflict with this Resolution are rescinded.

5. This Resolution shall be effective immediately upon its adoption.

6. The Ingham County Board of Commissioners authorizes the Board Chairperson to sign any other necessary contract documents that are consistent with this resolution and approved as to form by the County Attorney.

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

EXHIBIT A
GROUND LEASE

This GROUND LEASE is made and entered into as of the 1st day of _____, 2017, by and among COMMUNITY MENTAL HEALTH AUTHORITY OF CLINTON-EATON-INGHAM COUNTIES ("CMH"), the COUNTY OF INGHAM, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and the INGHAM COUNTY BUILDING AUTHORITY (the "Authority"), a building authority organized and existing under the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31").

WHEREAS, the Authority has been incorporated by the County pursuant to Act 31, for the purposes set forth in Act 31; and

WHEREAS, CMH has requested the Authority and the County to assist in the renovation construction, furnishing, equipping, and improvement of the existing Community Mental Health Building located at 812 East Jolly Road, Lansing, Michigan, and in the acquisition, construction, furnishing, and equipping of an approximately 42,000 square foot addition thereto, together with associated parking (collectively, the "Project"); and

WHEREAS, under the terms of Act 31 the Authority has the power to acquire, construct, improve and equip the Project, to lease the Project to the County, who in turn, will sublease the Project to CMH, all for a period not exceeding 50 years and to finance the Project by the issuance of building authority bonds payable from the rentals received from the County, who in turn will receive rental under the sublease from CMH, for the use of the Project, all in accordance with Act 31; and

WHEREAS, at the request of CMH, the County is willing to acquire, renovate, construct and equip the Project on the premises described in Exhibit A (the "Site"), which will be leased to it from the Authority, and subleased by the County to CMH; and

WHEREAS, the estimated cost of the Project is approximately Ten Million Dollars ($10,000,000); and

WHEREAS, as a prerequisite to the issuance of building authority bonds to finance part of the cost of the Project, it is necessary for the parties to enter into this Ground Lease, whereby the CMH will lease the Site to the Authority for a period extending beyond the last maturity date of the bonds, but not to exceed a period of 50 years;

IT IS HEREBY AGREED AMONG THE COUNTY, THE AUTHORITY, AND CMH in consideration of the mutual agreements and covenants in this Ground Lease, as follows:

1. CMH does hereby let and lease the Site to the Authority, and the Authority does hereby lease the Site from the CMH. The term of this Ground Lease shall commence on the effective date of the Contract of Lease (the "Contract of Lease") between the parties dated as of

_____1, 2017, and shall terminate on _____, 20__ unless terminated prior to such date in accordance with the provisions hereof.

2. The Authority shall pay rent to CMH for the Site hereby leased at the rate of One Dollar ($1.00) per year due and payable on the anniversary date of this Ground Lease each and every year during the term hereof.

3. The Authority will lease the Project to the County pursuant to the Contract of Lease, who will in turn sublease the Project to CMH under a sublease ("Sublease").

4. It is mutually agreed that at the request of CMH, the County shall acquire, construct, renovate and equip the Project on the Site hereby leased as provided by and in accordance with the Contract of Lease and the Sublease.

5. Each of the Authority and the County shall have, and is hereby granted, access to and use of the Site during the acquisition, construction, renovation and equipping of the Project, and upon completion of the Project. CMH agrees to provide any and all easements and/or rights of egress and ingress to the Authority and the County on and around the Site to allow and permit the Authority, the County and the general public access to the Community Mental Health Building and to adjacent facilities.

6. The Authority and the County shall not be held liable for a breach of this Ground Lease or for any damages or loss in the event the Site is damaged by an act beyond its control which makes its use untenable. In the event of such a condition, the Ground Lease may be immediately terminated by any party without further liability.

7. CMH shall, at its own expense, indemnify, protect, defend and hold harmless the Authority and the County, its elected and appointed officers, employees and agents at all times against any loss, injury, or liability to any person or property by reason of the use, misuse, or non-use of the project by CMH or by any other person or from any act or omission in, on or about the project, including any liability resulting from any and all environmental matters pertaining thereto. CMH shall, at its own expense, make any changes or alterations in, on or about the Project which may be required by any applicable statute, charter, ordinance or governmental regulation or order, and shall save the Authority, the County and its elected and appointed officers, employees and agents harmless and free from all cost or damage in respect thereto.

8. CMH shall provide adequate liability insurance protecting the Authority and the County against loss on account of damage or injury to persons or property, imposed by reason of the ownership, possession, use, operation or repair of the Project or resulting from any acts of omission or commission on the part of the Authority, the County or their agents, officers or employees in connection therewith. Such insurance shall be made effective from the date of issuance of the building authority bonds or commencement of construction of the Project, whichever is later.

9. It is mutually agreed that, upon the termination of this Ground Lease, the premises leased hereby and all improvements thereon and the title to the same shall revert to the CMH.

10. This Ground Lease shall inure to the benefit of and be binding upon the respective parties hereto and their successors and assigns.

11. This Ground Lease shall remain in full force and effect for the period herein provided but shall terminate prior to _____, 20__ if and when the Authority shall have fully paid and discharged its liability with respect to the building authority bonds and any other obligations of the Authority or the County incurred with respect to the acquisition, construction, renovation and equipping of the Project.

12. In the event that the Authority for any reason, cannot issue its building authority bonds to finance the Project prior to _____, 20__ this Ground Lease shall terminate. The provisions of this Section may be extended or waived by the parties by resolution of their respective governing bodies.

13. This Ground Lease shall be subject to and construed in accordance with the laws of the State of Michigan. In the event any disputes arise under this Ground Lease the venue for the bringing of any actions in law or in equity shall be in the State of Michigan established in accordance with the statutes and Court Rules of the State of Michigan. In the event any action is brought in or is moved to a federal court the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

14. No failure or delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

15. All modifications, amendments or waivers of any provision of this Ground Lease shall be made only by the written mutual consent of the parties hereto.

16. This Ground Lease may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Ground Lease.

IN WITNESS WHEREOF, the County, by its County Commission, the Authority, by its Commission, and CMH, by its Board, have each caused this Ground Lease to be executed and delivered as of the day and year first written above.

Witness to Signature
of County Officer

_____

COUNTY OF INGHAM

By:_____
Chairperson, Board of Commissioners

Witness to Signature
of Authority Officer

_____

INGHAM COUNTY BUILDING
AUTHORITY

By:_____
Chairperson, Ingham County Building
Authority

Witness to Signature
of CMH

_____

COMMUNITY MENTAL HEALTH
AUTHORITY OF CLINTON-EATON-
INGHAM COUNTIES

By:_____
Chief Executive Officer

APPROVED AS TO FORM
FOR THE COUNTY OF INGHAM
COHL, STOKER & TOSKEY, P.C.

By:_____

Exhibit A

Legal Description of Site

THAT PART OF THE FRACTIONAL NORTHWEST 1 /4 OF SECTION 3, TOWN 3 NORTH, RANGE 2 WEST, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 3 LYING S88'45 ' 28" E 366.81 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 3; THENCE CONTINUING 588'45' 28" E ON SAID NORTH LINE 355.00 FEET; THENCE S00'35 ' 42" W 329.70 FEET; THENCE S88°44'12"E 65.95 FEET TO THE NORTHWEST CORNER OF THE PLAT OF BATTENFIELD SUBDIVISION NO. 1, AS RECORDED IN LIBER 16 OF PLOTS, PAGES 3 AND 4, INGHAM COUNTY RECORDS; THENCE S00'37' 55" W 518.27 FEET ALONG THE WEST LINE OF THE PLAT OF BATTENFIELD SUBDIVISION NO. 1 AND THE WEST LINE OF THE PLAT OF PENNSYLVANIA HEIGHTS, AS RECORDED IN LIBER 17 OF PLATS, PAGE 38, INGHAM COUNTY RECORDS, TO THE NORTH LINE OF THE PLAT OF ROSELAWN, AS RECORDED IN LIBER 29 OF PLATS, PAGE 6, INGHAM COUNTY RECORDS; THENCE N89'04 ' 25" W ALONG SAID NORTH LINE 344.00 FEET; THENCE N01°14 ' 32"E 404.83 FEET; THENCE N88'45 ' 25" W 86.20 FEET; THENCE N01°14' 32"E 445.01 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 6.99 ACRES, MORE OR LESS, INCLUDING 0.26 ACRE, MORE OR LESS, PRESENTLY IN USE AS PUBLIC RIGHT OF WAY; SAID PARCEL SUBJECT TO ALL EASEMENTS AND RESTRICTIONS IF ANY. ALSO COM 463.9 FT W OF N 1/8 POST OF NW 1/4 SEC 3, TH W 66 FT, S 330 FT, E 66 FT, N 330 FT TO BEG; SEC 3 T3N R2W; ALSO COM 721.9 FT E OF NW COR SEC 3, TH E 66 FT, S 330 FT, W 66 FT, N TO BEG; SEC 3 T3N R2W.

Commonly known as:

812 East Jolly Road, Lansing, MI; 830 East Jolly Road, Lansing, MI; and 836 East Jolly Road, Lansing, MI.

MARCH 28, 2017
AGENDA ITEM NO. 39

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING 2017 ADMINISTRATIVE FUND

RESOLUTION # 17 –

A _____ meeting of the Board of Commissioners of the County of Ingham, Michigan (the "County"), was held in Mason, Michigan, on _____, _____. The following Commissioners were

PRESENT:

_____

_____

_____

ABSENT:

_____

_____

RESOLUTION AUTHORIZING 2017 ADMINISTRATIVE FUND

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

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

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

AYES:

_____

_____

NAYS:

_____

ABSTAIN: _____

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

STATE OF MICHIGAN

COUNTY OF INGHAM

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

_____
Ingham County Clerk

[SEAL]

elk.GR-ING2017.doc

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 40

Introduced by the Finance Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

2017 BORROWING RESOLUTION
(2016 DELINQUENT TAXES)

RESOLUTION # 17 –

A _____ meeting of the Board of Commissioners of the County of Ingham, Michigan (the "County"), was held in Mason, Michigan, on _____, ____. The following Commissioners were

PRESENT:

_____

_____

_____

ABSENT:

_____

_____

The preambles and resolution set forth below were offered by Commissioner _____ and were seconded by Commissioner _____.

2017 BORROWING RESOLUTION
(2016 DELINQUENT TAXES)

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

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

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

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

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

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

WHEREAS, the Treasurer is authorized under Act 206, and has been directed by the Board, to make such payments with respect to delinquent ad valorem real property taxes (including the property tax administration fees assessed under subsection (6) of Section 44 of Act 206) owed in 2016 to the County and the local units (collectively, the "taxing units") which will have remained unpaid on March 1, 2017 and the Treasurer is authorized to pledge these amounts in addition to any amounts not already pledged for repayment of prior series of notes (or after such prior series of notes are retired as a secondary pledge) all as the Treasurer shall specify in an order when the notes authorized hereunder are issued (the "Delinquent Taxes"); and

WHEREAS, the Board has determined that in order to raise sufficient monies to adequately fund the Revolving Fund, the County must issue its General Obligation Limited Tax Notes, Series 2017 in one or more series, in accordance with Sections 87c, 87d, 87g and 89 of Act 206 and on the terms and conditions set forth below.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD AS FOLLOWS:

I.
GENERAL PROVISIONS

101. Establishment of 2017 Revolving Fund. In order to implement the continuation of the Revolving Fund Program and in accordance with Act 206, the County hereby establishes a 2017 Delinquent Tax Revolving Fund (the "Revolving Fund") as a separate and segregated fund within the existing Delinquent Tax

Revolving Fund of the County previously established by the Board pursuant to Section 87b of Act 206.

102. Issuance of Notes. The County shall issue its General Obligation Limited Tax Notes, Series 2017 in one or more series (the "Notes"), in accordance with this Resolution and Sections 87c, 87d, 87g and 89 of Act 206, payable in whole or in part from the Delinquent Taxes and/or from the other sources specified below.

103. Aggregate Amount of Notes.

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

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

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

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

104. Proceeds. If the Notes are issued and sold before the Treasurer has received certification from the taxing units of the amount of the Delinquent Taxes and if such certification is not reasonably anticipated to occur to allow distribution of the proceeds of the Notes within 20 days after the date of issue, the proceeds of the Notes shall be deposited in the

County's 2017 Delinquent Tax Project Account and thereafter used to fund the whole or a part of the County's 2017 Tax Payment Account, 2017 Note Reserve Account and/or 2017 Note Payment Account, subject to and in accordance with Article VII. If the Notes are issued and sold on or after such time, the proceeds of the Notes shall be deposited directly into the County's 2017 Tax Payment Account, 2017 Note Reserve Account and/or 2017 Note Payment Account, as provided in Article VII.

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

II.
FIXED MATURITY NOTES

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

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

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

(a) The first maturity of the Notes or of a series of the Notes shall be determined by the Treasurer pursuant to written order, but shall not be later than four years after the date of issue. Later maturities of the Notes shall be on the first anniversary of the preceding maturity or on such earlier date as the Treasurer may specify by written order. The Notes shall be structured with the number of maturities determined by the Treasurer to be necessary or appropriate, and the last maturity shall be scheduled for no later than the sixth anniversary of the date of issue. The amount of each maturity or of any mandatory or optional call date shall be set by the Treasurer when the amount of Delinquent Taxes is determined by the Treasurer or when a reliable estimate of the Delinquent Taxes is available to the Treasurer. In determining the exact amount of each maturity or of any mandatory or optional call date the Treasurer shall consider the schedule of delinquent tax collections prepared for the tax years ending December 31, 2016,

or after any other years and the corollary schedule setting forth the anticipated rate of collection of those Delinquent Taxes which are pledged to the repayment of the Notes. The amount of each maturity and the scheduled maturity dates of the Notes shall be established to take into account the dates on which the Treasurer reasonably anticipates the collection of such Delinquent Taxes and shall allow for no more than a 15% variance between the debt service payable on each maturity date, the Notes, and the anticipated amount of pledged monies available on such maturity date to make payment of such debt service.

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

204. Interest Rate and Date of Record.

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

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

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

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

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

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

207. Transfer or Exchange of Notes.

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

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

(c) Any service charge made by the Registrar or Paying Agent for any such registration, transfer or exchange

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

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

209. Redemption.

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

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

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

(d) Notes of any maturity subject to redemption may be redeemed before their scheduled maturity date, in whole or in part, on any permitted redemption date or dates, subject to the written order of the Treasurer. Notes called for redemption

shall be redeemed at par, plus accrued interest to the redemption date, plus, if the Treasurer so orders, a premium of not more than 1%. Redemption may be made by lot or pro rata, as shall be determined by the Treasurer.

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

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

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

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

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

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

III.
SHORT-TERM NOTES

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

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

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

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

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

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

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

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

309. Renewal or Refunding Notes.

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

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

(i) the aggregate amount of the Renewal Notes;

(ii) the date of the Renewal Notes;

(iii) the denominations of the Renewal Notes;

(iv) the interest payment dates of the Renewal Notes;

(v) the maturity or maturities of the Renewal Notes;

(vi) the terms of sale of the Renewal Notes;

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

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

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

IV.
VARIABLE INTEREST RATE

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

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

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

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

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

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

The procedure for determining the variable rate may involve one or more of the above indices as alternatives or may involve the setting of the rate by a municipal bond specialist provided such

rate shall be within a stated percentage range of one or more of the indices set forth above.

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

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

405. Remarketing, Repurchase and Resale.

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

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

V.
MULTIPLE SERIES

501. Issuance of Multiple Series. At the option of the Treasurer, exercisable by written order, the Notes issued under Article II, Article III or Article X may be issued in two or more individually designated series. Each series shall bear its own rate of interest, which may be fixed or variable in accordance with Article IV. Various series need not be issued at the same time and may be issued from time to time in the discretion of the Treasurer exercisable by written order. In determining the dates of issuance of the respective series, the Treasurer shall consider, among other pertinent factors, the impact the dates selected may have on the marketability, rating and/or qualification for credit support or liquidity support for, or insurance of, the Notes. The Notes of each such series shall be issued according to this Resolution in all respects (and the term "Notes" shall be deemed to include each series of Notes throughout this Resolution), provided that:

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

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

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

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

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

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

(a) The Treasurer may by written order establish separate sub-accounts in the County's 2017 Note Reserve Account for each series of Notes, into which shall be deposited the amount borrowed for the Note Reserve Account for each such series.

(b) The Treasurer may by written order establish separate sub-accounts in the County's 2017 Note Payment Account for each series of Notes, and all amounts deposited in the Note Payment Account shall be allocated to the sub-accounts.

(c)(i) In the event separate sub-accounts are established pursuant to subsection (b) above, and subject to Paragraph (ii) below, the percentage of deposits to the County's 2017 Note Payment Account allocated to each sub-account may be set equal to the percentage that Notes issued in the corresponding series bears to all Notes issued under this Resolution or to any other percentage designated by the Treasurer pursuant to written order; provided that if the various series are issued at different times or if the various

series are structured with different maturity dates, (I) sums deposited in the Note Payment Account prior to the issuance of one or more series may upon the issuance of each such series be reallocated among the various sub-accounts established under Subsection (b) above to achieve a balance among the sub-accounts proportionate to the designated percentage allocation, and/or (II) deposits to the Note Payment Account may be allocated among the sub-accounts according to the total amount of debt service that will actually be paid from the respective sub-accounts.

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

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

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

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

(b) Separate sub-accounts shall be established in the County's 2017 Tax Payment Account. Each sub-account shall receive the proceeds of one and only one series of Notes, and amounts shall be disbursed from the sub-account to only those taxing units designated as being in that series.

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

(d) A separate sub-account shall be established in the County's 2017 Note Reserve Account for each series of Notes, into which shall be deposited the amount determined by the Treasurer under Section 103 or Section 703 with respect to the series. Each sub-account shall secure one and only one series.

(e) A separate sub-account shall be established in the County's 2017 Note Payment Account for each series of Notes. Each sub-account shall be allocated only those amounts described in Section 704 which pertain to the taxing units included in the series corresponding to the sub-account. Chargebacks received from a taxing unit pursuant to Section 905 shall be deposited in the sub-account corresponding to the series in which the taxing unit is included. Amounts held in each sub-account shall secure the debt represented by only those Notes included in the series corresponding to the sub-account, and disbursements from each sub-account may be applied toward the payment of only those Notes included in the series corresponding to the sub-account.

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

VI.
TAXABILITY OF INTEREST

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

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

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

VII.
FUNDS AND SECURITY

701. Delinquent Tax Project Account. If the Notes are issued and sold before the Treasurer has received certification from the taxing units of the amount of the Delinquent Taxes and if such certification is not reasonably anticipated in time to allow distribution of the proceeds of the Notes within 20 days after the date of issue, a 2017 Delinquent Tax Project Account (the "Project Account") shall be established by the Treasurer as a separate and distinct fund of the County within its general fund. The Project Account shall receive all proceeds from the sale of the Notes, including any premium or accrued interest received at the time of sale. The Project Account shall be held in trust by an escrow agent until the monies therein are disbursed in accordance with this Article VII. The escrow agent shall be a commercial bank, shall be located in Michigan, shall have authority to exercise trust powers, and shall have a net worth in excess of $25,000,000. The form and content of the agreement between the County and the escrow agent shall be approved by the Treasurer. Subject to the following sentence, monies deposited in the Project Account shall be expended only (i) for the purpose of funding the Tax Payment Account established under Section 702 and (ii) to the extent permitted by Act 206, for the purpose of paying the expenses of the offering of the Notes. In the event the Treasurer by written order so directs, additional funding of the Project Account may be undertaken, and any surplus proceeds remaining in the Project Account after the Treasurer has completed the funding of the Tax Payment Account may be transferred to either the 2017 Note Reserve Account created under Section 703 or the 2017 Note Payment Account created under Section 704. Monies in the Project Account may be disbursed by the escrow agent to the County's 2017 Tax Payment Account at any time and from time to time, upon receipt of a written requisition signed by the Treasurer.

702. 2017 Tax Payment Account. The County's 2017 Tax Payment Account (the "Tax Payment Account") is hereby established as a distinct account within the Revolving Fund. The Treasurer shall designate all or a portion of the proceeds of the Notes, not to exceed the amount of Delinquent Taxes, for deposit in the Tax Payment Account. If, however, the proceeds of the Notes are initially deposited in the Project Account

pursuant to Section 701, the Treasurer is instead authorized and directed to transfer monies included in the Project Account in accordance with the procedures set forth in Section 701. The County shall apply the monies in the Tax Payment Account to the payment of the Delinquent Taxes or expenses of the borrowing in accordance with Act 206. The allocation of monies from the Tax Payment Account may be made pursuant to a single, comprehensive disbursement or may instead be made from time to time, within the time constraints of Act 206, to particular taxing units as monies are paid into the Tax Payment Account, such that the source of the monies (whether from the County's own funds, from the proceeds of a tax exempt borrowing or from the proceeds of a taxable borrowing) may be traced to the particular taxing unit receiving the funds. Moreover, and regardless of whether multiple series of Notes are issued, the Tax Payment Account may be divided into separate sub-accounts in order to allow the Treasurer to designate which taxing units shall receive borrowed funds and which shall receive funds otherwise contributed by the County.

703. 2017 Note Reserve Account. In the event funding is provided as described in this Section 703, the Treasurer shall establish a 2017 Note Reserve Account (the "Note Reserve Account") as a distinct account within the Revolving Fund. After depositing all of the monies to fund the Tax Payment Account pursuant to Section 702, the Treasurer shall next transfer to the Note Reserve Account, either from the Project Account or directly from the proceeds of Notes, any proceeds remaining from the initial issuance of the Notes. In addition, the Treasurer may transfer unpledged monies from other County sources to the Note Reserve Account in an amount which, when added to any other amounts to be deposited in the Note Reserve Account, does not exceed the amount reasonably required for the Notes secured by the Reserve Account or, if less, 20% of the total amount of the Notes secured by the Reserve Account. Except as provided below, all monies in the Note Reserve Account shall be used solely for payment of principal of, premium, if any, and interest on the Notes to the extent that monies required for such payment are not available in the County's 2017 Note Payment Account. Monies in the Note Reserve Account shall be withdrawn first for payment of principal of, premium, if any, and interest on the Notes before County general funds are used to make the payments. All income or interest earned by, or increment to, the Note Reserve Account due to its investment or reinvestment shall be deposited in the Note Reserve Account. When the Note Reserve Account is sufficient to retire the Notes and accrued interest thereon, the Treasurer may order that the Note Reserve Account be used to purchase the Notes on the market, or, if the Notes are not available, to retire the Notes when due. If so ordered by the Treasurer, all or any specified portion of the Note Reserve Account may be applied toward the redemption of any Notes designated for redemption in accordance with Section 209.

704. 2017 Note Payment Account.

(a) The County's 2017 Note Payment Account is hereby established as a distinct account within the Revolving Fund. (The County's 2017 Note Payment Account, as supplemented by monies held in any interim account that are designated for transfer to the 2017 Note Payment Account, is herein referred to as the "Note Payment Account".) The Treasurer is directed to deposit into the Note Payment Account, promptly on receipt, those amounts described below in Paragraphs (i), (ii), (iv), and (v) that are not excluded pursuant to Subsection (c) below. Furthermore, the Treasurer may, by written order, deposit into the Note Payment Account all or any portion of the amounts described below in Paragraph (iii).

(i) All Delinquent Taxes.

(ii) All statutory interest on the Delinquent Taxes.

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

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

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

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

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

(ii) Prior to the issuance of the Notes, the Treasurer may by written order specify a cut-off date not earlier than March 1, 2017, and only those sums payable to the Note Payment Account and received by the County after the cut-off date shall be applied to the Note Payment Account.

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

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

705. Limited Tax General Obligation and Pledge.

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

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

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

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

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

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

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

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

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

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

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

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

VIII.
SUPPLEMENTAL AGREEMENTS

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

such terms and conditions as the Treasurer may determine appropriate:

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

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

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

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

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

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

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

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

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

further provided that the making of a loan and the evidencing of such loan on the schedule of any such Note shall constitute the issuance of a renewal Note for the purposes of this Resolution.

IX.
MISCELLANEOUS PROVISIONS

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

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

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

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

905. Chargebacks. If, by the date which is three months prior to the final maturity date of the Notes, sufficient monies are not on deposit in the Note Payment Account and the Note Reserve Account to pay all principal of and interest on the Notes when due, Delinquent Taxes not then paid or recovered at or prior to the latest tax sale transacted two or more months before the final maturity of the Notes shall, if necessary to ensure full and timely payment on the date of final maturity, be charged back to the local units in such fashion as the Treasurer may determine, and, subject to Article V, the proceeds of such chargebacks shall be deposited into the County's 2017 Note Payment Account no later than five weeks prior to the final maturity of the Notes. This Section 905 shall not be construed to limit the authority of the Treasurer under State law to charge back under other circumstances or at other times.

906. Investments. The Treasurer is authorized to invest all monies in the Project Account, in the Revolving Fund or in any account or sub-account therein which is established pursuant to this Resolution in any one or more of the investments

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

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

ARTICLE X.
TAX-EXEMPT NOTES OR REFUNDING

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

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

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

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

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

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

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

(iii) the County will make timely payment to the United States of any investment earnings, realized by the County on the gross proceeds of the Notes or Refunding Notes, as may be subject to rebate under Section 148(f) of the Code, and, to the

extent required under applicable law or deemed by the Treasurer to be in the best interest of the County pursuant to written order, the County's obligation to make such payment to the United States shall also account for excess investment earnings realized by local units on all or a portion of the gross proceeds distributed to, and held by, the local units pursuant to Section 702.

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

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

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

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

AYES:

_____

_____

_____

NAYS:

_____

ABSTAIN: _____

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

STATE OF MICHIGAN

COUNTY OF INGHAM

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the sale of said County at Mason, Michigan this _____ day of _____, ____.

_____, Ingham County Clerk

_____

[SEAL]

elk.gr-ing2017.doc

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 41

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO SUPPORT THE CONTINUING ASSISTANCE OF THE INGHAM COUNTY HEALTH DEPARTMENT IN WORKING WITH COMMUNITY ORGANIZATIONS THAT SEEK TO DEVELOP A NEEDLE EXCHANGE PROGRAM

RESOLUTION # 17 –

WHEREAS, there is and will remain for the foreseeable future, a significant and substantial increased risk of needle-related transmission of HIV, Hepatitis B and Hepatitis C, as well as other blood-borne pathogens in Ingham County and the surrounding regions; and

WHEREAS, the Ingham Community Health Center's Ad Hoc Committee on Needle Exchanges has met monthly to establish a comprehensive report to evaluate the need for a needle exchange program in Ingham County and identify partner agencies that could operate a program in the community and has presented its formal report and recommendations to the Human Services Committee.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners expresses its gratitude to the Ad Hoc Committee for its diligent work to assist with developing recommendations regarding a needle exchange program in Ingham County.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners supports the continued assistance of the Ingham County Health Department to provide technical support to potential community agencies that seek to establish a needle exchange program.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners endorses the findings and recommendations contained in the Ad Hoc Committee report and supports the use of a needle exchange program for the purpose of preventing the spread of communicable disease and encourages other area communities and law enforcement agencies to adopt necessary ordinances and regulations to support a needle exchange program.

HUMAN SERVICES: Yeas: Tennis, Sebolt, Nolan, McGrain, Anthony, Case Naeyaert
Nays: None **Absent:** Banas **Approved 3/20/2017**

MARCH 28, 2017
AGENDA ITEM NO. 42

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING PAM LOVE

RESOLUTION # 17 –

WHEREAS, after 17 years of dedicated service to the Ingham County Health Department (ICHD) Mrs. Pam Love will retire on March 15, 2017; and

WHEREAS, Pam began her career in 2000 with ICHD at the Otto Community Health Center, Willow Community Health Center, and Sexton Community Health Center (ICHCS) as a Medical Assistant; and

WHEREAS, as a Medical Assistant, Pam was responsible for greeting and checking in patients at the ICHCS, coordinating initial patient interviews, gathering background information, and assisting in the completion of various forms and applications; and

WHEREAS, Pam arranged for patient specialized testing, medical procedures and specialist referrals, contacted specialists offices, hospitals and labs to make appointments; and

WHEREAS, Pam has been an active participant in the community during her tenure by partaking in various public health fairs and screenings supporting a message of prevention and promotion of good health; and

WHEREAS, Pam's tireless emphasis on increasing immunization rates through the school-based Community Health Centers has been instrumental to promote up-to-date immunizations records of youth; and

WHEREAS, Pam has been a highly-skilled, productive, loyal, committed and passionate care giver for 17 years and will be greatly missed by those who have been in her presence.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Mrs. Pam Love for 17 years of dedicated service to ICHD and for her contributions made to the community.

BE IT FURTHER RESOLVED, that the Board wishes her continued success in all of her future endeavors.

HUMAN SERVICES: Yeas: Tennis, Sebolt, Nolan, McGrain, Anthony, Case Naeyaert
Nays: None **Absent:** Banas **Approved 3/20/2017**

MARCH 28, 2017
AGENDA ITEM NO. 43

Introduced by the Human Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING JEFFREY MEIER, D.O.

RESOLUTION # 17 –

WHEREAS, Dr. Jeffrey Meier began his career with the Ingham County Health Department (ICHD) in February 2002 as a Primary Care Provider for the Ingham Community Health Center at the Sparrow campus; and

WHEREAS, in 2014 Dr. Meier transitioned to the River Oak Community Health Center site as one of the top performing providers at ICHD; and

WHEREAS, Dr. Meier provided quality and exceptional patient care to the community along with a passion for ensuring extraordinary care to every generation; and

WHEREAS, Dr. Meier's patients have indicated they will miss his excellent care and loyalty to the community he served; and

WHEREAS, Dr. Meier has earned the admiration and respect of his patients, colleagues, and ICHD staff due to his sense of humor and devotion to hard work; and

WHEREAS, after 15 years of dedicated service to the citizens of Ingham County, Dr. Meier retired on March 17, 2017.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honor Dr. Jeffrey Meier for his 15 years of dedicated service to the community and for his exemplary patient care and commitment to his work.

BE IT FURTHER RESOLVED, that the Board wishes him continued success in all of his future endeavors.

HUMAN SERVICES: Yeas: Tennis, Sebolt, Nolan, McGrain, Anthony, Case Naeyaert
Nays: None **Absent:** Banas **Approved 3/20/2017**

MARCH 28, 2017
AGENDA ITEM NO. 44

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A SUBCONTRACT WITH THE CITY OF LANSING, A SUBCONTRACT WITH REFUGEE DEVELOPMENT CENTER, AND A 0.5 FTE COMMUNITY HEALTH WORKER

RESOLUTION # 17 –

WHEREAS, the City of Lansing has received a lead hazard reduction grant from the Department of Housing and Urban Development and would like to subcontract with Ingham County Health Department (ICHD) to assist their Lead Safe Lansing program through outreach, providing assistance to families filling out program applications, and gathering required verification documentation; and

WHEREAS, this assistance will be offered to families with children that have an elevated blood lead level (above 5 ug/dl), families and pregnant women that are participating in the Women, Infants, & Children (WIC) program, and landlords; and

WHEREAS, Lansing will subcontract the ICHD in an amount up to $100,500 for this work; and

WHEREAS, in order to meet the terms of this subcontract, ICHD will hire a 0.5 FTE Community Health Worker in the Maternal Child Health Division at a cost of $28,500 per year and subcontract with Refugee Development Center for outreach services to refugee families for an additional $5,000 per year for the duration of the grant; and

WHEREAS, ICHD will provide in-kind support including administrative and support staff time totaling $27,750 per year for the duration of the grant; and

WHEREAS, the Health Officer recommends authorization for a lead hazard reduction subcontract agreement with the City of Lansing in an amount up to $100,500 for the period of December 14, 2016 through December 13, 2019; and

WHEREAS, the Health Officer also recommends establishing a 0.5 FTE Community Health Worker in the Maternal Child Health Division at a cost of $28,500 per year and authorizing a subcontract with Refugee Development Center for outreach to refugee families for an additional $5,000 per year for the duration of the grant.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes approval of a lead hazard reduction subcontract agreement with the City of Lansing in an amount up to $100,500 for the period of December 14, 2016 through December 13, 2019.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners also authorizes establishing a 0.5 FTE Community Health Worker in the Maternal Child Health Division at a cost of $28,500 per year and

subcontract with Refugee Development Center for outreach to refugee families for an additional $5,000 per year for the duration of the grant.

BE IT FURTHER RESOLVED, that the Controller 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 necessary contract documents on behalf of the County after approval as to form by the County Attorney.

HUMAN SERVICES: Yeas: Tennis, Sebolt, Nolan, McGrain, Anthony, Case Naeyaert
Nays: None **Absent:** Banas **Approved 3/20/2017**

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 45

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AWARDING A CONTRACT TO J.W. DESIGN TO PROVIDE PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR RENOVATING PORTIONS OF THE INGHAM COUNTY HEALTH DEPARTMENT

RESOLUTION # 17 –

WHEREAS, previous renovation designs were completed but not implemented; and

WHEREAS, this project is different from the previous design, smaller in scope and size; and

WHEREAS, although not a local vendor, both the Facilities and Purchasing Departments agree that a contract be awarded to J.W. Design who submitted the lowest responsive and responsible bid of $24,800.00 to provide professional Architectural and Engineering Services for renovating portions of the Ingham County Health Department; and

WHEREAS, funds for this project are available within the $250,000 HRSA Renovation Grant.

THEREFORE BE IT RESOLVED, the Ingham County Board of Commissioners hereby authorizes awarding a contract to J.W. Design, 412 S. Washington Avenue, Suite 100, Royal Oak, Michigan, 48067, to provide professional Architectural and Engineering Services for renovating portions of the Ingham County Health Department for a total not to exceed cost of $24,800.00.

BE IT FURTHER RESOLVED, 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.

HUMAN SERVICES: Yeas: Tennis, Sebolt, Nolan, McGrain, Anthony, Case Naeyaert
Nays: None **Absent:** Banas **Approved 3/20/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 46

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION AUTHORIZING AN AGREEMENT WITH MCKESSON MEDICAL-SURGICAL INC. FOR LEADCARE II ANALYZERS

RESOLUTION # 17 –

WHEREAS, the Ingham County Health Department (ICHD) would like to contract with McKesson Medical-Surgical Inc. to provide two Magellan LeadCare II Analyzers to the Women, Infants, & Children (WIC) Program to aid in lead testing; and

WHEREAS, WIC currently utilizes two analyzers to provide lead screenings to nearly 4,000 children in Ingham County each year and would use these additional analyzers to screen more children for lead in a timely fashion; and

WHEREAS, protecting children from exposure to lead is important to lifelong good health as even low levels of lead exposure have been shown to affect children's intelligence, ability to pay attention, and academic achievement; and

WHEREAS, the use of these analyzers is free provided ICHD purchases 4 LeadCare II Test Kits at the time the agreement is executed and 8 additional test kits annually, saving ICHD the cost of purchasing additional analyzers at a cost of $2,440 each; and

WHEREAS, the test kit purchases mandated by this agreement would be included within the 95 test kits ICHD already purchases on an annual basis; and

WHEREAS, funds for purchasing these test kits are already budgeted annually; and

WHEREAS, the Health Officer recommends authorizing a LeadCare II Analyzer agreement with McKesson Medical-Surgical Inc., effective upon execution of the agreement and in effect until terminated by either party.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a LeadCare II Analyzer agreement with McKesson Medical-Surgical Inc., effective upon execution of the agreement and in effect until terminated by either party.

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.

HUMAN SERVICES: Yeas: Tennis, Sebolt, Nolan, McGrain, Anthony, Case Naeyaert
Nays: None **Absent:** Banas **Approved 3/20/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

MARCH 28, 2017
AGENDA ITEM NO. 47

Introduced by the Law & Courts Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING MARY LOU DOBIAS

RESOLUTION # 17 –

WHEREAS, Mary Lou Dobias began her employment with Ingham County in April 1990 as a Clerk with the Prosecutor's Office Family Division; and

WHEREAS, Mary Lou Dobias was promoted in January 1991 to Support Clerk in the Prosecutor's Family Support Division, eventually becoming its Lead Clerk; and

WHEREAS, Mary Lou Dobias has served Ingham County for 27 years, in particular its children and families; and

WHEREAS, Mary Lou Dobias has been instrumental in seeing that children from birth to age 18 receive adequate financial support from their parents; and

WHEREAS, Mary Lou Dobias is an exemplary public servant whose courtesy and professionalism are acknowledged by all, and whose personal skills are of great value to our clients as they undergo the difficult and often emotionally trying process of establishing paternity and support; and

WHEREAS, Mary Lou Dobias has served under four Prosecutors and is one of only a small handful of persons to serve the Prosecutor's Office during this tenure; and

WHEREAS, Mary Lou Dobias has now earned a well-deserved retirement from the County, the Prosecutor's Office, and its Family Support Unit.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Mary Lou Dobias for her many years of dedicated service to the County of Ingham and for the contributions she has made to the Office of the Prosecuting Attorney.

BE IT FURTHER RESOLVED, that the Board wishes her continued success in all of her future endeavors.

LAW & COURTS: Yeas: Hope, Banas, Celentino, Crenshaw, Schafer, Maiville
Nays: None A**bsent:** Koenig **Approved 3/16/2017**

MARCH 28, 2017
AGENDA ITEM NO. 48

Introduced by the Law & Courts Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING PAM HENRY

RESOLUTION # 17 –

WHEREAS, Pam Henry began her service to the County in January 2003, as a Clerk with the Community Corrections Advisory Board's Project Sentry, working to provide substance abuse services and treatment in lieu of incarceration; and

WHEREAS, Pam Henry moved to the County Prosecutor's Office in September of 2003, where she became a Clerk in the Family Division; and

WHEREAS, Pam Henry has served the Prosecutor's Office for the past 13 years, and has worked on juvenile delinquency matters, ensuring that youthful offenders receive appropriate, quality services that address their behaviors, while protecting the safety of the public; and

WHEREAS, Pam Henry has served the County and its Prosecutor's Office with distinction, earning a reputation for professionalism, courtesy and excellence in service to our residents; and

WHEREAS, Pam Henry has worked to develop files on juvenile cases that accurately reflect each young person's circumstances, and that she has excelled in this as our office has moved into shared paperless files through the On Base system; and

WHEREAS, Pam Henry has now earned a well-deserved retirement from the County, the Prosecutor's Office, and its Family Division.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Pam Henry for her many years of dedicated service to the County of Ingham and for the contributions she has made to the Office of the Prosecuting Attorney.

BE IT FURTHER RESOLVED, that the Board wishes her continued success in all of her future endeavors.

LAW & COURTS: Yeas: Hope, Banas, Celentino, Crenshaw, Schafer, Maiville
Nays: None A**bsent:** Koenig **Approved 3/16/2017**

MARCH 28, 2017
AGENDA ITEM NO. 49

Introduced by the Law & Courts Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING DEE BERNARDI

RESOLUTION # 17 –

WHEREAS, Dee Bernardi began her employment as a Clerk Typist I in July 1974 at the Ingham County Probate Court, currently known as Circuit Court, Family Division; and

WHEREAS, Dee Bernardi was promoted to Clerk Typist II in November 1974 and again promoted in September 1979 to Assistant Juvenile Register; and

WHEREAS, in April 2003 her title changed to Unit Secretary; and

WHEREAS, Dee Bernardi has dedicated over 42 years of her life to the Ingham County Circuit Court, Family Division and the residents of Ingham County; and

WHEREAS, Dee Bernardi exemplifies the best in public service through her dedication and commitment to her job responsibilities and duties; and

WHEREAS, Dee Bernardi's strong work ethic, wealth of knowledge, energy, and helpful attitude will be greatly missed; and

WHEREAS, Dee Bernardi enthusiastically volunteered to organize the vast majority of office potlucks, baby showers, wedding showers and retirement celebrations and successfully served as the Chairperson coordinating the Bring A Child to Work Day event for many years; and

WHEREAS, Dee Bernardi can now spend more time with her daughter, explore the world, and enjoy many adventures together.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Dee Bernardi for her many years of dedicated service to the County of Ingham and for the contributions she has made to the Circuit Court, Family Division.

BE IT FURTHER RESOLVED, that the Board wishes her continued success in all of her future endeavors.

LAW & COURTS: Yeas: Hope, Banas, Celentino, Crenshaw, Schafer, Maiville
Nays: None A**bsent:** Koenig **Approved 3/16/2017**

MARCH 28, 2017
AGENDA ITEM NO. 50

Introduced by the Law & Courts Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO CHANGE THE HOURS OF OPERATION OF THE INGHAM COUNTY ANIMAL CONTROL SHELTER

RESOLUTION # 17 –

WHEREAS, the citizens of Ingham County approved an Animal Control millage to construct and operate a new facility and enhance department operations; and

WHEREAS, the Ingham County Animal Control Department began receiving funds generated by the millage beginning in 2017; and

WHEREAS, millage funds were designated for animal care and customer service positions that will allow the ICAC shelter to expand days and hours of operation.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves a change in ICAC shelter hours as follows effective 1 June 2017:

From:

Tuesday and Wednesday	Noon to 6:00 PM
Thursday through Saturday	11:00 AM to 4:00 PM
Sunday and Monday	Closed
County Holidays	Closed

To:

Tuesday	Noon to 6:00 PM
Wednesday	Noon to 7:00 PM
Thursday through Monday	11:00 AM to 4:00 PM
County Holidays	Closed

LAW & COURTS: Yeas: Hope, Banas, Celentino, Crenshaw, Schafer, Maiville
Nays: None A**bsent:** Koenig **Approved 3/16/2017**

MARCH 28, 2017
AGENDA ITEM NO. 51

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE LETTER OF UNDERSTANDING WITH CAPITOL CITY LABOR PROGRAM CORRECTIONS UNIT

RESOLUTION # 17 –

WHEREAS, a collective bargaining agreement had been reached between representatives of Ingham County, Ingham County Sheriff and Capitol City Labor Program, Inc. (CCLP) – Corrections Unit for the period January 1, 2015 through December 31, 2017; and

WHEREAS, the parties wish to amend the Agreement; and

WHEREAS, the Ingham County Sheriff and Human Resources have discussed with the CCLP Corrections Unit the need for payment of hours excess of the maximum vacation accumulation due to current minimum staffing levels and have prepared the attached Letter of Understanding between the parties; and

WHEREAS, the provisions of the Letter of Understanding have been approved by the Law and Courts, County Services and Finance Committees.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the attached Letter of Understanding with respect to payment of vacation hours excess of the maximum accrual between Ingham County and the CCLP Corrections Unit.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized to sign the Letter of Understanding on behalf of the County, subject to the approval as to form by the County Attorney.

LAW & COURTS: Yeas: Hope, Banas, Celentino, Crenshaw, Schafer, Maiville
Nays: None A**bsent:** Koenig **Approved 3/16/2017**

COUNTY SERVICES: Yeas: Celentino, Crenshaw, Grebner, Nolan, Koenig, Sebolt, Maiville
Nays: None **Absent:** None **Approved 3/21/2017**

FINANCE: Yeas: Grebner, Hope, Anthony, Schafer, Case Naeyaert
Nays: None **Absent:** McGrain, Tennis **Approved 3/22/2017**

LETTER OF UNDERSTANDING
BETWEEN
COUNTY OF INGHAM
INGHAM COUNTY SHERIFF
AND
CAPITOL CITY LABOR PROGRAM, INC.-
CORRECTIONS UNIT

INCREASE IN MAXIMUM VACATION ACCUMULATION

WHEREAS, the current collective bargaining agreement between the parties provides in Article 33, VACATION, Section 5a that annual leave days not used may only be accumulated to a maximum of 300 hours or 320 hours with the written approval of the Undersheriff; and

WHEREAS, due to the minimum staffing currently existing in the Sheriff's Office, the parties established a temporary expanded maximum vacation (annual leave) accumulation of 380 hours through December 31, 2015; and

WHEREAS, the parties determined a need to extend the expanded maximum accumulation through December 31, 2017; and

WHEREAS, Corrections Officers will continue to accrue vacation (annual leave) above the 380 hour maximum; and

WHEREAS, the parties have come to agreement on the expanded maximum accumulation and the payment of hours accrued after the 380 hour maximum accumulation.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The annual maximum vacation shall be increased to 380 hours without the requirement for the written approval of the Undersheriff through December 31, 2017.

2. Corrections Officers will continue to receive the cash out of vacation accrued after or at 380 hours.

3. This Letter of Understanding will be effective through December 31, 2017, at which time the temporary increase in maximum leave accumulation and the cash out of hours accrued after the maximum shall expire. However, accumulations which exceed 320 hours as of December 31, 2017, shall be grandfathered until such time as the usage of such excess accumulation brings the employee's accumulations into compliance.

COUNTY OF INGHAM

Sarah Anthony, Chairperson Date

CAPITOL CITY LODGE #141

Tom Krug, Executive Director Date

SHERIFF OF INGHAM COUNTY

Sheriff Scott Wriggelsworth Date

Jack Bonner Date

APPROVED AS TO FORM FOR INGHAM COUNTY
COHL, STOKER & TOSKEY, PC.

By_____
Bonnie G. Toskey Date