

INGHAM COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING – 6:30 P.M.
COMMISSIONERS ROOM, COURTHOUSE
341 SOUTH JEFFERSON, MASON, MICHIGAN 48854
PUBLIC PARTICIPATION OFFERED VIA ZOOM AT:
<HTTPS://INGHAM.ZOOM.US/J/86246962326>

MAY 14, 2024

AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. TIME FOR MEDITATION
- V. APPROVAL OF THE MINUTES FROM **APRIL 30, 2024**
- VI. ADDITIONS TO THE **AGENDA**
- VII. PETITIONS AND COMMUNICATIONS
- VIII. LIMITED PUBLIC COMMENT
- IX. CLARIFICATION/INFORMATION PROVIDED BY COMMITTEE CHAIRS
- X. CONSIDERATION OF CONSENT AGENDA
- XI. COMMITTEE REPORTS AND RESOLUTIONS
 1. COUNTY SERVICES COMMITTEE – RESOLUTION TO APPROVE THE RANKING OF THE 2023 **FARMLAND AND OPEN SPACE PRESERVATION** PROGRAMS APPLICATION CYCLE RANKING AND RECOMMENDATION TO PURCHASE PERMANENT CONSERVATION EASEMENT DEEDS ON THE TOP RANKED PROPERTIES
 2. COUNTY SERVICES COMMITTEE – RESOLUTION TO RESCIND RESOLUTION #24-164 AND APPROVE STOP SIGN TRAFFIC CONTROL ORDERS FOR VARIOUS ROADS IN THE **EDGEMONT PARK SUBDIVISION** IN LANSING TOWNSHIP
 3. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO PURCHASE FORECLOSED PARCEL **33-25-05-14-177-010**
 4. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION AMENDING RESOLUTIONS 12-368 AND 18-249, APPROVING THE ESTABLISHMENT OF AND AMENDING THE **PROPERTY ASSESSED CLEAN ENERGY PROGRAM**
 5. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO **SEELYE GROUP LTD.**, TO REPLACE THE CARPET IN THE CEDAR PEDIATRICS CLINIC AT THE HUMAN SERVICES BUILDING

6. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO [T.L. HART INC.](#), TO PAINT THE EXAM ROOMS IN THE CEDAR PEDIATRICS CLINIC AT THE HUMAN SERVICES BUILDING
7. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE AN AGREEMENT WITH [MCKEARNEY ASPHALT & SEALING INC.](#), TO RECONSTRUCT THE PARKING LOTS AT THE HILLIARD BUILDING AND GRADY PORTER BUILDING/VETERANS MEMORIAL COURTHOUSE
8. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE AN AGREEMENT WITH [SMART HOMES SMART OFFICES](#) FOR THE CAMERAS AT THE HILLIARD BUILDING
9. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO [KNIGHT WATCH INC.](#), FOR CAMERAS IN THE VETERAN AFFAIRS OFFICE AT THE HUMAN SERVICES BUILDING
10. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AMEND THE AGREEMENT WITH [WHEATFIELD TOWNSHIP](#) FOR THE 2024 LOCAL ROAD PROGRAM
11. COUNTY SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AMEND RESOLUTION #24-203 APPROVING [UAW TOPS UNIT](#), MANAGERIAL & CONFIDENTIAL EMPLOYEE, AND ICEA COUNTY PROFESSIONAL UNIT RECLASSIFICATION REQUESTS
12. HUMAN SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE AN AGREEMENT WITH [EDGE PARTNERSHIPS](#) FOR A SOCIAL MARKETING CAMPAIGN TO INCREASE ALL VACCINE UPTAKE
13. HUMAN SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE AN AGREEMENT WITH [PIPER & GOLD PUBLIC RELATIONS](#) FOR PHASE II OF A HARM REDUCTION COMMUNITY EDUCATION CAMPAIGN
14. HUMAN SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE AN AGREEMENT WITH [MICHIGAN PRIMARY CARE ASSOCIATION](#) TO PARTICIPATE IN THE BRIDGE PROGRAM TO RECEIVE REIMBURSEMENT FOR COVID-19 VACCINATIONS ADMINISTERED IN FY 2024
15. HUMAN SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE AN AGREEMENT WITH [SECUREVIDEO FOR TELEHEALTH SERVICES](#)
16. HUMAN SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE AN AGREEMENT WITH [DR. KATHLEEN FOUCHE-BRAZZLE](#) FOR 0.2 FTE PSYCHIATRY SERVICES
17. HUMAN SERVICES AND FINANCE COMMITTEES – RESOLUTION TO APPROVE VOLUNTARY FUNDING AGREEMENTS FOR PROVIDING [SOLID WASTE DISPOSAL](#) SERVICES

18. HUMAN SERVICES AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE AN AGREEMENT WITH MULTIPLY ADVISORS, LLC DBA GUARDIAN GRANT ADVISORS TO PROVIDE GRANT ADMINISTRATION FOR THE [HUD GRANT](#) TO CONSTRUCT A NEW GRANDSTAND AT THE FAIRGROUNDS
 19. LAW & COURTS COMMITTEE – RESOLUTION RECOGNIZING THE INGHAM COUNTY [SPECIALTY COURT COALITION](#)
 20. LAW & COURTS, COUNTY SERVICES, AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE THE REORGANIZATION OF THE [55th DISTRICT COURT](#)
 21. LAW & COURTS, COUNTY SERVICES, AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE A LEASE AGREEMENT WITH [VLAHAKIS FAMILY LIMITED PARTNERSHIP](#) FOR THE PUBLIC DEFENDER’S OFFICE SPACE
 22. LAW & COURTS AND FINANCE COMMITTEES – RESOLUTION TO ALLOW THE INGHAM COUNTY SHERIFF’S OFFICE TO PURCHASE [GLOCK HANDGUNS, SIGHTS, AND ACCESSORIES](#)
 23. LAW & COURTS AND FINANCE COMMITTEES – RESOLUTION TO ALLOW THE INGHAM COUNTY SHERIFF’S OFFICE TO PURCHASE [SIX RADAR SYSTEMS](#)
 24. LAW & COURTS AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE AN AGREEMENT WITH [AVERHEALTH FOR SUBSTANCE USE TESTING SERVICES](#) FOR THE 55TH DISTRICT COURT MENTAL HEALTH COURT AND SOBRIETY COURT FOR FISCAL YEAR 2024
 25. LAW & COURTS AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE AN EQUIPMENT PURCHASE AGREEMENT WITH [TRUCKVAULT INC.](#) FOR A MOBILE COMMAND CENTER EQUIPMENT CONTAINMENT SYSTEM
 26. LAW & COURTS AND FINANCE COMMITTEES – RESOLUTION TO AUTHORIZE THE RENEWAL OF A CONTRACT FOR [PRE-EMPLOYMENT TESTING SERVICES](#) WITH SELECT ADVANTAGE FOR THE 9-1-1 CENTER
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- XII. SPECIAL ORDERS OF THE DAY
 - XIII. PUBLIC COMMENT
 - XIV. 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

APRIL 30, 2024 REGULAR MEETING

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

Remote Participation offered via Zoom at: <https://zoom.us/j/86246962326>

April 30, 2024

CALL TO ORDER

Chairperson Sebolt called the April 30, 2024 Meeting of the Ingham County Board of Commissioners to order at 6:30 p.m.

Members Present at Roll Call: Cahill, Celentino, Grebner, Johnson, Lawrence, Maiville, Morgan, Pawar, Peña, Polsodofer, Ruest, Schafer, Sebolt, Tennis, and Trubac.

Members Absent: None.

A quorum was present.

PLEDGE OF ALLEGIANCE

Chairperson Sebolt asked the Honorable Donald Allen Jr, Ingham County 55th District Court Judge, to lead the Board of Commissioners in the Pledge of Allegiance.

TIME FOR MEDITATION

Chairperson Sebolt asked those present for a moment of meditation and reflection. Chairperson Sebolt further asked those present to keep in their thoughts the family of Alfreda Schmidt, former Ingham County Commissioner and Lansing City Council member, who recently passed away.

Chairperson Sebolt stated Alfreda served as a Commissioner from 1979 to 1981 and November of 1998 to 2000.

APPROVAL OF THE MINUTES

Commissioner Maiville moved to approve the minutes of the April 9, 2024 meeting. Commissioner Johnson supported the motion.

The motion to approve the minutes carried unanimously.

ADDITIONS TO THE AGENDA

Chairperson Sebolt stated, without objection, the following substitute resolutions would be added:

23. RESOLUTION TO AUTHORIZE A CONTRACT WITH M GUSTAFSON, LLC FOR EXCAVATION AT THE INGHAM COUNTY FAIRGROUNDS
27. RESOLUTION TO AUTHORIZE AN AGREEMENT WITH THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICES FOR FY24-25 AMERICORPS VISTA GRANT FUNDING

APRIL 30, 2024 REGULAR MEETING

32. RESOLUTION TO AUTHORIZE AMENDMENT #2 TO THE 2023 – 2024 EMERGING THREATS MASTER AGREEMENT WITH THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR THE DELIVERY OF PUBLIC HEALTH SERVICES UNDER THE MASTER AGREEMENT
34. RESOLUTION TO SUBMIT TO THE ELECTORATE A SPECIAL MILLAGE FOR ELDER PERSONS
42. RESOLUTION TO APPROVE ADDITIONAL FUNDING AUTHORIZATION FOR THE INGHAM COUNTY JUSTICE COMPLEX
46. RESOLUTION TO AUTHORIZE SINGLE PLACING AGREEMENTS WITH VARIOUS RESIDENTIAL PLACEMENTS

Chairperson Sebolt stated 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.

Commissioner Peña moved to consider the following resolution:

RESOLUTION HONORING ALFREDA SCHMIDT

Commissioner Maiville supported the motion.

The motion to allow the resolution to be considered immediately carried unanimously.

Chairperson Sebolt stated the Resolution Honoring Alfreda Schmidt would be added to the Agenda as Item No. 47.

PETITIONS AND COMMUNICATIONS

A LETTER FROM DAVID BUICK, STATE TAX COMMISSION EXECUTIVE DIRECTOR, REGARDING PUBLIC ACT 12 OF 2024 AMENDING THE GENERAL PROPERTY TAX ACT TO ALLOW A COUNTY TO OPT OUT OF THE REQUIREMENT TO APPOINT A DESIGNATED ASSESSOR. Chairperson Sebolt stated this matter would be referred to the Finance Committee.

A LETTER FROM THE SHIAWASSEE COUNTY BOARD OF COMMISSIONERS REGARDING THEIR INTENT TO HAVE A SINGLE COUNTY MATERIALS MANAGEMENT PLAN (MMP) RATHER THAN A MULTI-COUNTY MMP. Chairperson Sebolt stated this matter would be referred to the Human Services Committee.

RESOLUTION 24-4-43 FROM THE EATON COUNTY BOARD OF COMMISSIONERS IN OPPOSITION TO THE FY 2025 GOVERNOR'S RECOMMENDED BUDGET FOR THE REDUCTION OF OPERATIONAL FUNDING TO THE MICHIGAN CONSERVATION DISTRICTS AND THE ELIMINATION OF LOCAL ADMINISTRATION OF THE MICHIGAN AGRICULTURE ENVIRONMENTAL ASSURANCE PROGRAM (MAEAP). Chairperson Sebolt stated this matter would be placed on file.

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LIMITED PUBLIC COMMENT

Mary Ablan, former Agency on Aging Executive Director and Tri-County Office on Aging (TCOA) Volunteer, thanked the Board of Commissioners in advance for their approval of the Elder Persons Millage and placing it on the August, 6 2024 ballot for continuation. Ablan further stated the Millage was first approved by voters four years ago during the COVID-19 Pandemic and it was quite a challenge to get the word out about the Millage.

Ablan stated they were the Chairperson of the Elder Services Millage Campaign Committee four years ago and that they would be the Chairperson this time around as well, as soon as the resolution passed and they could file the paperwork with the Clerk's Office. Ablan further stated they would appreciate any Commissioners lending their name in support of the Millage continuation.

Ablan asked if they could take a photo of the Board of Commissioners voting on the millage and further thanked them for their consideration and concern for the older citizens.

Chairperson Sebolt stated they could take a photo, as it was a public meeting.

Glenda Weiss, Ingham County 4-H Program Coordinator, thanked the Board of Commissioners for supporting the Michigan State University (MSU) Extension and stated that part of the MSU Extension Program was the 4-H program. Weiss further stated they had brought the Ingham County 4-H Horse Judging Team, who had placed first for the third year in a row at the State competition and would be representing Michigan at the national level.

Marci Charest, Ingham County 4-H Horse Judging Coach, stated they had been a coach since 2007 and had very successful junior teams but had struggled to keep team members on to compete as seniors until three years ago when they had full senior team that won the State contest and qualified to represent Michigan. Charest further stated the team won again in 2023 and in 2024 at the State level and would be traveling to Tulsa, Oklahoma to compete at the Arabian Nationals in October 2024.

Adelaide Halstead, Ingham County 4-H Horse Judging Team member, stated they had been involved with the team for five years and this would be their second national contest as they had competed at the Eastern National 4-H Horse Judging Competition in 2022. Halstead further stated their favorite parts of horse judging was the friendships they had gained, the opportunity to represent Michigan at national competitions, and acquiring useful knowledge on horse breeds.

Halstead stated they had become more comfortable with giving speeches and presentations, memorization, and grown their confidence and decision-making skills. Halstead further stated they gained useful knowledge of what judges were looking for and important elements of showing their own horse.

Halstead stated that representing Michigan at the national level meant a lot and it was good to see their hard work pay off. Halstead further stated that moving forward they were focused on preparing for nationals and fundraising to get them to nationals.

Tabitha Hayworth, Ingham County 4-H Horse Judging Team member, stated they had been a team member for seven years and this year would mark their third time at nationals. Hayworth further stated that horse judging

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had given them confidence to speak in front of crowds, during school presentations, and helped them get a boost in scholarships for college.

Hayworth stated that horse judging had set them on a path to pursue a career in agricultural work, as they found it very interesting and it paid off to do horse judging.

Lailah Moten, Ingham County 4-H Horse Judging Team member, stated it was their first national competition with the team and that they had gained public speaking skills in front of large crowds and their confidence had been boosted through horse judging. Moten further stated they planned to continue horse judging in the future.

Chairperson Sebolt thanked and congratulated those members on the 4-H Horse Judging team.

CLARIFICATION/INFORMATION PROVIDED BY COMMITTEE CHAIRS

None.

CONSIDERATION OF CONSENT AGENDA

Commissioner Maiville moved to adopt a consent agenda consisting of all action items, with the exception of Agenda Item Nos. 4, 21, 34, 35, 39, 47. Commissioner Lawrence supported the motion.

Commissioner Pawar disclosed that she had a contractual agreement with Meridian Township for all Agenda Items that pertained to Meridian Township.

Chairperson Sebolt disclosed that UAW TOPs was associated with their employer the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO).

The motion carried unanimously.

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

Items voted on separately are so noted in the minutes.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 4**

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING KESHAUN HARRIS

RESOLUTION #24 – 187

WHEREAS, as a three-year all-academic student-athlete at Waverly High School, Keshawn Harris was a standout track athlete for the Warriors, with state titles in the 60-meter hurdles indoor (2019) and the 110- (2019) and the 300-meter hurdles (2018-2019) outdoor; and

WHEREAS, Keshawn received a scholarship for track and field from the University of Michigan where he ran for 2 months, and, with the onset of COVID in 2019, his focus changed to football, and, realizing his dream, he became a walk-on player of the Michigan Wolverine’s football team his freshman year; and

WHEREAS, in 2021 he played in 12 games as a special teams contributor and as cornerback in four games, and by 2022 after a productive off season, Keshawn’s role increased from walk-on to a starting cornerback in Jesse Minter’s defense; and

WHEREAS, the Michigan Wolverines won three Big Ten Championships in 2021, 2022, and 2023; and

WHEREAS, Keshawn contributed to Michigan’s championship season as a defensive back and on special teams in the 2023 season as the Wolverines became Rose Bowl Champions and 2024 National Champions; and

WHEREAS, Keshawn also earned a Bachelor’s of Arts degree in Communication and Media from the University of Michigan and joined Kappa Alpha Psi Fraternity in the Spring of 2022.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby congratulates Keshawn Harris for his academic achievements and for his success and contributions as a member of the University of Michigan Wolverines football team, the 2024 National Champions.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners wishes him continued success in all of his future endeavors.

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None **Absent:** None **Approved 4/23/24**

Commissioner Peña moved to adopt the resolution. Commissioner Johnson supported the motion.

The motion to adopt the resolution carried unanimously.

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Commissioner Johnson thanked the Commissioners and Becky Bennett, Board of Commissioners Director, for the resolution and presented the resolution to Keshawn Harris, University of Michigan Football Team's Defensive Back. Commissioner Johnson further stated that it was a monumental achievement to earn a National Title and even though they were a Spartan fan, Harris had put in the hard work and deserved the credit.

Commissioner Tennis stated they were a University of Michigan and a Waverly High School Alumni and congratulated Harris.

Commissioner Maiville stated they were also a University of Michigan Alumni and congratulated Harris. Commissioner Maiville further stated that when they attended, they got to see Jim Harbaugh, former University of Michigan Football Head Coach, as the quarterback.

Chairperson Sebolt congratulated Harris.

Discussion.

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**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 5**

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE RE-APPROVAL OF THE PLANNED DEVELOPMENT PLAN OF
WOODED VALLEY CONDOMINIUM, PHASES 2-5**

RESOLUTION #24 – 188

WHEREAS, the process by which land divisions and plats are developed follows state statute; and

WHEREAS, the platting process essentially starts with the development of a Preliminary Plat (or Planned Development Plan) showing the overall configuration, how it fits into the lands surrounding it, public utilities serving the lots, and the phases of construction planned to complete the development; and

WHEREAS, the proposed Wooded Valley Condominium development consists of 98 single-family residential units on 26.9 acres, located north of Willoughby Road, between Aurelius Road and Pine Tree Road; and

WHEREAS, the development is part of the Southwest ¼ of Section 11, Delhi Township, Ingham County, Michigan; and

WHEREAS, Phase 1 of the Wooded Valley Condominium consists of single-family residential units on Lots 1-41, constructed in 2007, with roads that have since been accepted into the public road system; and

WHEREAS, Phases 2-5 of the Wooded Valley Condominium includes 57 additional single-family residential units on the remaining 16.21 acres of the overall 26.9-acre development; and

WHEREAS, per Resolution #22-131, the Ingham County Board of Commissioners approved the Preliminary Plan for Wooded Valley Condominium (Phases 2-5) for a period of two years, per state statute; and

WHEREAS, the prior approval expired on March 22, 2024, so the proprietor, Dirt Werx Excavating, LLC, has requested re-approval of the Planned Development Plan for Phases 2-5 of the Wooded Valley Condominium.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners re-approves the Planned Development Plan for Phases 2-5 of the Wooded Valley Condominium for a period of two years effective on the date of resolution adoption, in accordance with state statute.

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None

Absent: None

Approved 4/23/24

Adopted as a part of the consent agenda.

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**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 6**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A PURCHASE ORDER FOR ROOF REPLACEMENT
AT THE ROAD DEPARTMENT SIGN SHOP**

RESOLUTION #24 – 189

WHEREAS, the Road Department Sign Shop has a deteriorating roof that has received many repairs, including warranty repairs, but is still not providing sufficient protection from the elements, and is therefore in need of replacement; and

WHEREAS, the Purchasing Department recently released Request for Proposal #37-24 and received bid proposals for the purpose of furnishing and installing a new roof on the Sign Shop; and

WHEREAS, bids for furnishing and installing a new roof on the Sign Shop were solicited and evaluated by the Purchasing Department, and it is their recommendation, with the concurrence of Road Department staff, to execute a purchase order with KJP Roofing and Sheet Metal; and

WHEREAS, the Road Department 2024 budget includes sufficient funds to cover the costs associated with furnishing and installing a new roof at the Sign Shop.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners accepts the lowest qualified bid of \$278,892, plus the cost of any additional required metal decking replacement at \$13.50 per square foot, and authorizes an agreement with KJP Roofing and Sheet Metal located at 46958 N. Gratiot, Suite 174, Chesterfield, MI 48051 to remove the existing Road Department Sign Shop roof and install a new roof compliant with current building codes and the Request for Proposal #37-24, with funds to be taken from the 2024 Road Fund Budget.

BE IT FURTHER RESOLVED, that the Purchasing Department is hereby authorized to execute a purchase order with KJP Roofing and Sheet Metal for the purpose of furnishing and installing a new roof at the Sign Shop, on behalf of the Road Department.

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer
Nays: None **Absent:** None **Approved 4/23/24**

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FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 7**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AGREEMENTS
WITH THE CITY OF EAST LANSING AND VILLAGE OF WEBBERVILLE
FOR THE 2024 PAVEMENT MARKING PROGRAM**

RESOLUTION #24 – 190

WHEREAS, the Road Department annually solicits bids from experienced and qualified vendors for the purpose of entering into a contract to provide pavement markings for the countywide Waterborne Pavement Marking Program and the Cold Plastic Common Text & Symbol Pavement Marking Program; and

WHEREAS, in 2022, the Purchasing Department solicited and received bids in accordance with Ingham County Purchasing policies for this project per Bid Packet #36-22; and

WHEREAS, the Ingham County Board of Commissioners adopted Resolution #22-167 authorizing an agreement with Michigan Pavement Markings, LLC for the 2022 pavement marking program; and

WHEREAS, the agreement for the 2022 pavement marking program contained a provision to extend the contract, at the same unit prices as the original agreement, provided both parties agree; and

WHEREAS, Michigan Pavement Markings, LLC agreed to extend the agreements for the 2023 and 2024 pavement marking programs, holding their prices at the original unit prices contained in the 2022 agreement; and

WHEREAS, the Ingham County Board of Commissioners adopted Resolutions #22-594 and #23-567 authorizing extensions of the agreement for the 2023 and 2024 pavement marking program; and

WHEREAS, the Road Department annually invites the City of Leslie, City of Mason, the City of Williamston, and the Village of Webberville to participate in the Pavement Marking Program as an economical solution to place pavement markings on roads within their jurisdiction, and this year the City of East Lansing was invited to participate as well; and

WHEREAS, the estimated 2024 pavement marking costs for the City of East Lansing and Village of Webberville are as follows, based on actual bid prices obtained from Bid Packet #36-22:

City of East Lansing:	\$190,572
Village of Webberville:	\$1,202; and

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WHEREAS, the Road Department will invoice the City of East Lansing and Village of Webberville for all costs for work performed on the roads within their jurisdictions, at no additional cost to the Road Department budget; and

WHEREAS, the County on behalf of the Road Department, will enter into individual agreements with the City of East Lansing and Village of Webberville.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into individual agreements with the City of East Lansing for an estimated cost of \$190,572 and the Village of Webberville for an estimated cost of \$1,202 for the 2024 Pavement Marking Program and at no additional cost to the Road Department.

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: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None **Absent:** None **Approved 4/23/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 8**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AGREEMENTS WITH LESLIE AND VEVAY TOWNSHIPS FOR
THE 2024 LOCAL ROAD PROGRAM**

RESOLUTION #24 – 191

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

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

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

WHEREAS, Leslie Township and Vevay Township have coordinated with the Road Department to schedule work for the 2024 construction season, as detailed in the attached table; and

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

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

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

WHEREAS, the Road Department's capped match contribution in the total amount of \$106,892.73 combined for these two townships is included in the adopted 2024 Road Fund Budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into agreements with Leslie Township and Vevay Township for the 2024 Local Road Program.

BE IT FURTHER RESOLVED, that the Road Department is authorized to match up to 50% of the costs for the respective township projects up to the capped allocation amounts as shown in the attached table with the combined total of all said matches not to exceed the sum of \$106,892.73 (\$51,892.73 for Leslie Township and \$55,000 for Vevay Township).

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

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer
Nays: None **Absent:** None **Approved 4/23/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

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2024 Local Road Program (LRP)							
Township	Match Balance Thru 2023	2024 ICRD Match Allocation	Total 2024 Match Available	Proposed 2024 Local Road Projects	Estimated Total LRP Cost	Estimated Township Cost	ICRD LRP Contribution
Leslie	\$1,892.73	\$50,000.00	\$51,892.73	HMA overlay on Plains Rd (Eden Rd to Hawley Rd in coordination with Vevay Township)	\$110,110.00	\$58,217.27	\$51,892.73
Vevay	\$0.00	\$55,000.00	\$55,000.00	HMA overlay on Plains Rd (Eden Rd to Hawley Rd in coordination with Leslie Township)	\$110,110.00	\$55,110.00	\$55,000.00

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 9**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE ENGINEERING CONSULTANT SERVICES AGREEMENTS FOR AS-NEEDED CONSTRUCTION INSPECTION AND SUPERVISION SERVICES FOR THE 2024-2025 CONSTRUCTION SEASONS

RESOLUTION #24 – 192

WHEREAS, Road Department staffing is such that many times during the construction season there is insufficient staff, equipment, or expertise to perform all project-related inspection and supervision required for road and/or bridge projects; and

WHEREAS, the Purchasing Department solicited proposals (RFP #89-24) from Michigan Department of Transportation prequalified and experienced construction inspection firms to provide services on an as-needed basis throughout 2024 and 2025, receiving four proposals; and

WHEREAS, Road Department staff reviewed the proposals for adherence to County purchasing requirements, experience, expertise, proposed labor rates, and overall value to the County; and

WHEREAS, when retaining services for a specific project, the Road Department will strive to retain the most cost-effective consultant who is able to provide the experience and expertise necessary for the specific project under contract; and

WHEREAS, the County, on behalf of the Road Department, will enter into an agreement with the selected consultants, which ensures requirements and responsibilities are defined; and

WHEREAS, the costs for these services have been included in the Road Fund Budget; and

WHEREAS, the Road Department recommends that the Board of Commissioners authorize a contract with the following consultants to provide the requested, as-needed construction inspection and supervision services:

C2AE, 106 West Allegan Street, Suite 500, Lansing, MI 48933
Colliers Engineering & Design, 7050 W Saginaw Hwy, Ste 200, Lansing, MI 48917
Spalding DeDecker Associates, 313 N. Capitol Ave, Suite 100, Lansing, MI 48933

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an engineering consultant services agreement with C2AE, 106 West Allegan Street, Suite 500, Lansing, MI 48933; Colliers Engineering & Design, 7050 W Saginaw Hwy, Ste 200, Lansing, MI 48917; and Spalding DeDecker Associates, 313 N. Capitol Ave, Suite 100, Lansing, MI 48933 to provide the as-needed construction inspection and supervision services for the 2024 and 2025 road construction seasons at rates not to exceed those stated in their proposals to RFP #89-24.

APRIL 30, 2024 REGULAR MEETING

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: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer
Nays: None **Absent:** None **Approved 4/23/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 10**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION CONSENTING TO THE RELINQUISHMENT OF THE UNRUH DRAIN TO
MERIDIAN CHARTER TOWNSHIP**

RESOLUTION #24 – 193

WHEREAS, the Unruh Drain (the “Drain”) and Unruh Drain Drainage District (the “Drainage District”) was established on or about December 16, 1969, in accordance with the provisions of Chapter 20 of the Michigan Drain Code of 1956, 1956 P.A. 40, as amended, MCL 280.461 *et seq.*, (the “Drain Code”) and is under the jurisdiction of the Unruh Drain Drainage Board (“Drainage Board”); and

WHEREAS, the Drain is wholly located in the Charter Township of Meridian (the “Township”) as further described by the route and course description set forth in **Exhibit A**; and

WHEREAS, pursuant to Section 478 of the Drain Code, MCL 280.478, the Drainage Board for the Drain may relinquish jurisdiction and control over all or any part of a drain or drain project at any time when there is no outstanding indebtedness or contract liability of its drainage district, to the township in which all or the part of the drain or drain project is wholly located, if the township requests or consents to the relinquishment of jurisdiction and control by resolution duly adopted by its governing body; and

WHEREAS, Section 478(5) of the Drain Code, MCL 280.478(5), further provides that the relinquishment and turnover of the Drain does not become effective until consented to by resolution of each public corporation that has paid a part of the cost of the drain; and

WHEREAS, on April 2, 2024, the Board of Trustees for Meridian Charter Township adopted a resolution approving the relinquishment of jurisdiction and control of the Drain from the Drainage Board to the Township, and said resolution was transmitted to the Drainage Board; and

WHEREAS, on April 9, 2024, the Drainage Board adopted a resolution approving the relinquishment of jurisdiction and control of the Drain to the Township; and

WHEREAS, pursuant to Section 478(5) of the Drain Code, MCL 280.478, the County, which is a public corporation that has been assessed and paid a part of the cost of the Drain, consents to the relinquishment of jurisdiction and control of the Drain and Drainage District from the Drainage Board to the Township.

THEREFORE BE IT RESOLVED, that the County, pursuant to Section 478 of the Drain Code, MCL 280.478, hereby consents to the relinquishment of jurisdiction and control of the Unruh Drain and the Unruh Drain Drainage District as set forth in **Exhibit A** from the Unruh Drain Drainage Board to the Charter Township of Meridian.

APRIL 30, 2024 REGULAR MEETING

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

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer
Nays: None **Absent:** None **Approved 4/23/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

EXHIBIT A

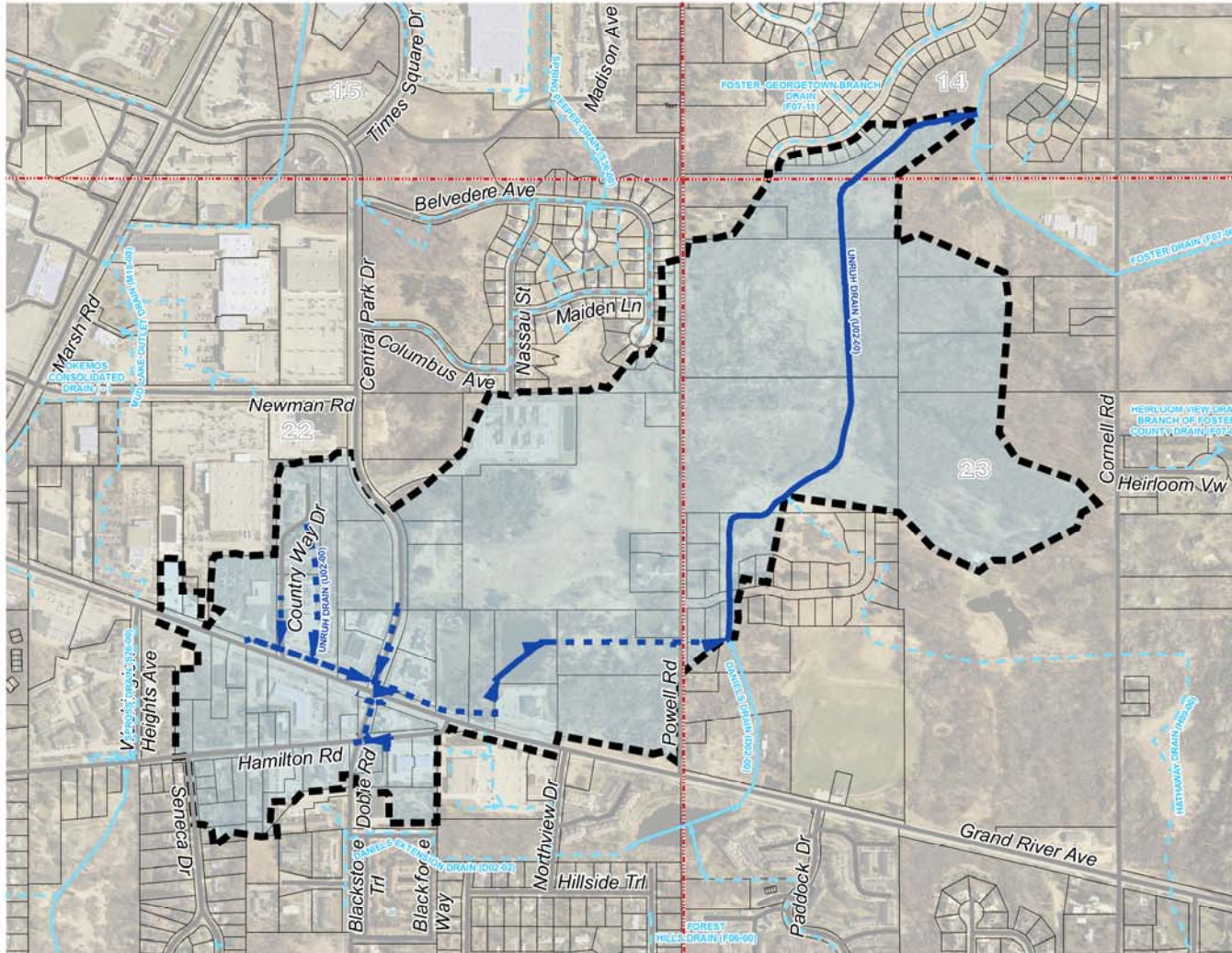
UNRUH DRAIN

PLEASE REFER TO THE FOLLOWING PAGE

APRIL 30, 2024 REGULAR MEETING

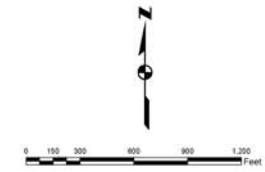
DRAINAGE SERVICE AREA MAP AND PRELIMINARY DRAINAGE DISTRICT OF UNRUH DRAIN

SECTIONS 14, 22 AND 23
MERIDIAN CHARTER TOWNSHIP- T4N, R1W, INGHAM COUNTY, MICHIGAN



Legend

- DRAIN CENTERLINE
- OPEN DRAIN
- ENCLOSED DRAIN
- SECTION BOUNDARIES
- ROADS
- RAILROADS
- PROPOSED DRAINAGE DISTRICT
- PARCELS
- MUNICIPAL BOUNDARIES



APPROXIMATE TOWNSHIP ACREAGE BREAKDOWN:
MERIDIAN CHARTER TOWNSHIP: 243.7 AC - 100%

APPROXIMATE PARCEL BREAKDOWN:
MERIDIAN CHARTER TOWNSHIP: 116 PARCELS

DRAIN DATA	
OPEN DRAIN:	4,490.0 FT
ENCLOSED DRAIN:	6,685.0 FT
TOTAL LENGTH:	11,175.0 FT 2.12 MILES

NOTE:
DRAIN LENGTH BASED ON THE TOTAL LENGTH OF DRAINS AS PROPOSED ON THIS MAP.



CLIENT
PATRICK E. LINDEMANN
INGHAM COUNTY
DRAIN COMMISSIONER
787 BURL AVENUE

PROJECT TITLE
UNRUH DRAIN
SECTIONS 14, 22 & 23
MERIDIAN CHARTER TOWNSHIP
INGHAM COUNTY

REVISIONS	DATE
DRAFT	3/28/24
DANIELS SERVICE AREA	3/28/24

ORIGINAL ISSUE DATE
MARCH 26, 2024

DRAWING TITLE
DRAINAGE SERVICE AREA & PRELIMINARY DRAINAGE DISTRICT MAP

PEA JOB NO:	23-0005.02
PM:	RAH
DN:	RAH
DES:	RAH
CHK:	RAH

DRAWING NUMBER:
1 OF 1

PRELIMINARY

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 11**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE THE RENEWAL OF COURT RECORDING SOFTWARE FROM
FOR THE RECORD**

RESOLUTION #24 – 194

WHEREAS, Ingham County uses court recording software that requires annual support; and

WHEREAS, the application chosen to conduct said meetings has been working well; and

WHEREAS, the current support on this software expires May 15, 2024; and

WHEREAS, this expenditure has been planned for and budgeted and will continue to address Ingham County's need to preserve a record of court proceedings.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the renewal of court recording software for one year from For The Record in the amount not to exceed \$6,450.

BE IT FURTHER RESOLVED, the total cost will be paid from the Innovation and Technology's Network Fund (#636-25810-932030).

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None **Absent:** None **Approved 4/23/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 12**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AMENDMENT #2 TO THE AGREEMENT WITH MICHIGAN
FAIR CONTRACTING CENTER FOR PREVAILING WAGE COMPLIANCE MONITORING**

RESOLUTION #24 – 195

WHEREAS, the County's Prevailing Wage Policy was adopted in 1992 requiring contractors (and their subcontractors) entering into a construction contract with the County valued at \$10,000 or more, to pay their employees a wage not less than the prevailing wages and fringe benefits pursuant to the Federal Davis-Bacon Act; and

WHEREAS, an agent specializing in monitoring prevailing wage compliance is needed to assist the Purchasing Department to ensure that construction contractors and their subcontractors comply with the County's Prevailing Wage Policy; and

WHEREAS, pursuant to Resolution #17-487, an agreement for Prevailing Wage Compliance Monitoring was entered into with Michigan Fair Contracting Center (MFCC) for a five year term with a \$100.00 per hour fee for monitoring services; and

WHEREAS, the term of the Prevailing Wage Compliance Monitoring Agreement, which expired on December 31, 2022, was extended in Amendment #1, which was approved pursuant to the County's procedure for authorizing contracts of \$5,000 or less, to December 31, 2028 with an increased monitoring services fee of \$150.00 per hour, effective January 1, 2023, up to, but not to exceed, \$5,000 for the entire extended term; and

WHEREAS, construction projects over \$10,000 differ in size and scope and it can be difficult to plan the annual hours of monitoring required overall, and larger or more complex projects may take multiple years to complete; and

WHEREAS, some years the need for MFCC services may be less than the anticipated annual number of hours resulting in less draw down from the not-to-exceed cost with the savings to be available for use in other years when the number of hours of service required are more than the anticipated annual number of hours; and

WHEREAS, the Purchasing Department recommends modifying the Agreement's Amendment #1 for the period of January 1, 2024 through December 31, 2028 with a not-to-exceed total sum of \$37,500.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes Amendment #2 to the Prevailing Wage Compliance Monitoring Services Agreement with MFCC authorized in Resolution #17-487, as amended by Amendment #1, to acknowledge the increase in MFCC's hourly fee to \$150.00 per hour and to set a total not to exceed amount of \$37,500 during the period covering January 1, 2024 to December 31, 2028 for prevailing wage monitoring services provided during that period.

APRIL 30, 2024 REGULAR MEETING

BE IT FURTHER RESOLVED, expenditures authorized by this resolution shall be paid from the Purchasing Department's contractual line item #101-23302-818000.

BE IT FURTHER RESOLVED, that the hourly rate for monitoring services shall remain \$150.00 per hour during the extended term of the agreement.

BE IT FURTHER RESOLVED, that increases in the hourly rate, if any, are authorized provided however, that the increase is in compliance with the County's Policy on Cost Increases for Service Related Contracts.

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None **Absent:** None **Approved 4/23/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 13**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE DISPOSAL OF COUNTY-OWNED SURPLUS

RESOLUTION #24 – 196

WHEREAS, the Purchasing Department has determined that the County has a number of surplus vehicles and goods that have exceeded their useful life and/or are no longer useful for County operations; and

WHEREAS, the surplus vehicles and goods will be auctioned through GOVDEALS.COM in a competitive, publically advertised bidding process whereby awards will be made to the highest responsive bidder; and

WHEREAS, the Interim Purchasing Director has reviewed the surplus items before placement on the surplus property list.

THEREFORE BE IT RESOLVED, that the Ingham County Interim Purchasing Director is authorized to place in an auction those surplus vehicles and items in the attached listing which have no further use or value to the County of Ingham.

BE IT FURTHER RESOLVED, that any vehicle or item not sold at the auction may be disposed of by the Purchasing Department in the manner deemed to be in the County's best interest.

BE IT FURTHER RESOLVED, that proceeds from the sale of surplus items will be deposited in the General Fund 10130101 673000 or appropriate account.

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None **Absent:** None **Approved 4/23/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

Attachment "A"

Asset ID	Description	VIN/Serial	Miles/Hours	Make	Year	Category	Long Description
415	Ingersoll Rand Air Compressor	7013193		Ingersoll Rand	2007	Compressors	2007 Ingersoll Rand Air Compressor, Model 2475 80 Gallon, 240V. Serial #7013193. Needs an air pressure switch. Not sure if any other repairs are needed. No other details and/or information available, sold as-is.
416	Speedaire Air Dryer for Compressor	H025A1151606038		Speedaire		Compression Equipment	Speedaire Air Dryer for compressor. Model #3YA51, unknown year. Unknown condition. No other details and/or information available, sold as-is.
417	Pallet Rack Wire Shelving					Factory Support	Pallet rack wire shelving. Miscellaneous shelf pieces. No count on how many of each piece there is. Unsure of how many complete units can be made. Measurements are approximately 10' tall x 10' long x 40" wide. No other details and/or information available, sold as-is.
418	Metal Shelving Units					Factory Support	Metal shelving units with wood shelves. Miscellaneous shelf pieces. Measurements are approximately 7' tall x 6' long x 3' wide. No count on how many of each piece there is. Unsure how many complete units can be made. No other details and/or information available, sold as-is.
419	Exmark Zero Turn Mower	797582		Exmark	2008	Mowing Equipment	2008 Exmark Laser Z 60" Zero Turn Mower with 25HP gas engine. Runs and mows. No other details and/or information available, sold as-is.
420	Used Cemline Concrete Saw					Road/Highway/Bridges	1986 Used Cemline Concrete Saw. Saw needs a carburetor. Very poor condition has rust. Non-working condition. Pickup Location Ingham County Road Department 301 Bush Street Mason, MI 48854
421	1991 Used Air-Flo Sander Insert					Metal, Scrap	1991 Air-Flo Sander Insert. Steel frame, very rusty and has not been used since 2008. Floor is rotted through and is scrap. STAND NOT INCLUDED. Pickup Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
422	1991 Used Air-Flo Sander Insert					Metal, Scrap	1991 Air-Flo Sander Insert. Steel frame, very rusty and has not been used since 2015. Floor is rotted through and is scrap. STAND NOT INCLUDED. Pickup Location: Ingham County Road Department 301 Bush Street Mason, MI 48854

423	Blaw Knox RW-38 Shoulder Machine		1,900 Hours			Industrial Equipment	Blaw Knox RW-38 Shoulder Machine. Road Widener, Very Poor Condition. Very rusty and bad axle. Started when parked a few months back, unknown if it will start now. SCRAP.
424	Loader Tires - 20.5R25 & 15.5R25 - USED					Other Scrap	Loader Tires - 20.5R25 & 15.5R25. Used - Various sizes. Pickup Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
425	Used 8' Aluminum Truck Topper					Vehicle Equipment	Used 8' Aluminum Truck Topper. Decent Shape. Dents on top. Pickup Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
426	Used Drill Press					Metal, Scrap	Used Heavy Duty Stand Up Drill Press. Very poor condition. Unknown if it operates. Pickup Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
427	Used Stihl Chainsaws - Various					Agricultural and Forestry Equipment	Used Stihl Chainsaws - Various models. Old, Poor condition and missing components. No longer running condition. Pickup Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
428	Used Stihl & other Pole Saws - Various					Agricultural and Forestry Equipment	Used Stihl & Other various Pole Saws. Old, poor condition & missing components. Non-working condition. Pickup Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
429	Used Viking Vanair Air Compressor					Compressors	Used Viking Vanair Air Compressor. Old and Non-working condition. Pickup Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
430	Pamco Snowmobile Trailer			Pamco		Trailers	1972 Pamco Snowmobile Trailer, 8'x6" single axle tilt trailer. Taillights are broken, tires need repair. No paperwork or title, winning bidder responsible for obtaining through Secretary of State. Buyer will need to pick-up with a trailer. No other details and/or information available, sold as-is.
431	Two (2) Disc Golf Baskets			Disc Craft		Fitness and Recreation	Two (2) Disc Craft Chainstar Disc Golf baskets. Both are in operable shape. No other details and/or information available, sold as-is. Pick-up Location: Lake Lansing South Park 1621 Pike St. Haslett, MI 48840

432	Coleman Portable Generator	92641766		Coleman		Power Generation	Coleman 6 HP Powermate 3750 portable generator. Unknown condition, unsure of any repairs are needed. It has not been used in years. No other details and/or information is available, sold as-is. Pick-up Location: Lake Lansing South Park 1621 Pike St. Haslett, MI 48840
434	Skid Pier for Launching Boats					Marine	Skid pier for launching boats. Approximately 40' long x 5' wide. There is a metal accessible ramp that attaches to the land (not measured in the dock dimensions). Balance off, one of the skid legs needs to be repaired/replaced. No other details and/or information available, sold as-is. Pick-up Location: Lake Lansing South Park 1621 Pike St. Haslett, MI 48840
435	Snow-Cone Maker			Echols		Commercial Food Service	Echols Ice Shaver, Snow-Cone Maker. Powers on, unknown if any repairs are needed or if it still works correctly. No other details and/or information available, sold as-is. Pick-up Location: Lake Lansing South Park 1621 Pike St. Haslett, MI 48840
436	Yard Machine Garden Tiller	1E134K40491		Yard Machine by MTD		Home and Garden	Yard Machines by MTD garden tiller with 5 HP Honda motor. Unknown condition and/or if operational, has not been used in years. No other details and/or information available, sold as-is. Pick-up Location: Lake Lansing South Park 1621 Pike St. Haslett, MI 48840
437	2008 Chevrolet Trailblazer	1GNDDT13S582238882	155,000 Miles	Chevrolet	2008	SUV	2008 Chevrolet Trailblazer SPORT UTILITY 4-DR, 4.2L I6 DOHC 24V. Fair Condition, Ran when parked. Pickup Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
438	2010 Chevrolet Impala	2G1WD5EM6A1241955	155,000 Miles	Chevrolet	2010	Automobiles	2010 Chevrolet Impala SEDAN 4-DR, 3.9L V6 OHV 16V FFV. Fair Condition. Ran when parked but hasn't been driven in two years. Will need to be jump started. Pickup Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
439	2007 GMC Sierra Classic 2500HD	1GTHK29U27E102153	185,000 Miles	GMC	2007	Trucks, Light Duty	2007 GMC Sierra Classic 2500HD EXTENDED CAB PICKUP 4-DR, 6.0L V8 OHV 16V. Very Poor Condition, Very Rusty. Unknown is it runs. Pickup Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
440	Used Tree Spade Root Ball Baskets					Metal, Scrap	Used Tree Spade Root Ball Baskets. Approximately 10. Age Unknown and Condition Unknown. Scrap Metal. Pickup Location: Ingham County Road Department 301 Bush Street Mason, MI 48854

441	2008 Chevrolet Silverado 3500HD	1GCHC33K18F161748	250,000 Miles	Chevrolet	2008	Trucks, Light Duty	2008 Chevrolet Silverado 3500HD CREW CAB PICKUP 4-DR, 6.0L V8 OHV 16V. Very Poor Condition, Very Rusty. Truck Bed rusted out. Unknown if it runs. Pickup Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
442	Used Aluminum Toolbox					Metal, Scrap	Used Aluminum Toolbox. Very Rusty and has holes in bottom. Missing shocks, latches, and hardware. Pickup Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
443	Used Sight Levels - 2					General Merchandise	Used David White Sight Levels. Non-Working. Very Old, condition unknown Pickup Location: Ingham County Road Department 301 Bush Street Mason, MI 48854
444	2009 GMC Sierra 3500HD	1GDJC74K39E152110	38,980 Miles	GMC	2009	Trucks, Light Duty	2009 GMC Sierra 3500HD REGULAR CAB PICKUP 2-DR, 6.0L V8 OHV 16V. Starts and is drivable. Bed is heavily rusted, hydraulic bed lift inoperable. Unknown if any other repairs are needed. No other details and/or information available, sold as-is. Pickup Location: Hawk Island Park 1601 E Cavanaugh Rd. Lansing, MI 48910
445	1993 Trail King	1TKC02420PM053961		Trail King	1993	Trailers	1993 Trail King LP40. Heavy rust and scattered rust holes. Bad deck boards, air brakes unhooked. No other details and/or information available, sold as-is. Pickup Locations: Ingham County Drain Commission 707 Buhl St. Mason, MI 48854
446	2013 Ford F-150	1FTEX1EMXDKD10640	272,612 Miles	Ford	2013	Trucks, Light Duty	2013 Ford F-150 EXTENDED CAB PICKUP 4-DR, 3.7L V6 DOHC 24V. Starts, runs, and is drivable. Feels like possible transmission slip, unknown if any other repairs are needed. Body has scattered rust, scratches, and dents. No other details and/or information available, sold as-is. Pickup Location: Ingham County Drain Commission 707 Buhl St. Mason. MI 48854
447	2006 Ford F-150	1FTRX14W96FB55773	167,456 Miles	Ford	2006	Trucks, Light Duty	2006 Ford F-150 EXTENDED CAB PICKUP 4-DR, 4.6L V8 SOHC 16V, 4WD. Runs and is drivable. Front end frame is rusted through. Unknown if any repairs are needed. Scattered rust, dents, and scratches. No other details and/or information available, sold as-is. Pickup Location: Ingham County Drain Commission 707 Buhl St. Mason, MI 48854

448	2005 Ford F-150	1FTRX14W15FB58634	161,151 Miles	Ford	2005	Trucks, Light Duty	2005 Ford F-150 EXTENDED CAB PICKUP 4-DR, 4.6L V8 SOHC 16V, 4WD. Runs and drivable. Front end frame is rusted almost through. Unknown if any other repairs are needed. Scattered rust, scratches, and dents. No other details and/or information available, sold as-is. Pickup Location: Ingham County Drain Commission 707 Buhl St. Mason, MI 48854
449	2005 Ford F-150	1FTRX14W35FB58635	222,705 Miles	Ford	2005	Trucks, Light Duty	2005 Ford F-150 EXTENDED CAB PICKUP 4-DR, 4.6L V8 SOHC 16V 4WD. Does not run, broken valve. Unknown if any other repairs are needed. Scattered rust, dents, and scratches. No other details and/or information available, sold as-is. Pickup Location: Ingham County Drain Commission 707 Buhl St. Mason, MI 48854
450	2006 Ford F-150	1FTRX14W06FB55774	143,477 Miles	Ford	2006	Trucks, Light Duty	2006 Ford F-150 EXTENDED CAB PICKUP 4-DR, 4.6L V8 SOHC 16V, 4WD. Runs and drivable, unknown if any repairs are needed. Heavy rust on frame. Scattered rust, scratches, and dents. Toolbox in bed included, toolbox has some rust. No other details and/or information available, sold as-is. Pickup Location: Ingham County Drain Commission 707 Buhl St. Mason, MI 48854
451	1995 Ford LNT8000F VACTOR 2112-C	1FDZXW82E7SVA77768		Ford	1995	Specialized Vehicles	1995 Ford LNT8000F TANDEM, 8.3L L6 DIESEL, Vactor Model 2112-c. Vehicle is in poor condition, has been parked for 14 years. Does not run right now, dead battery. Engine condition is unknown. Vactor body is inoperable with multiple rust holes. There are at least 4 flat tires. Unknown what other repairs would be needed. Most likely for parts only. Will have to be towed/trailer. No other details and/or information available, sold as-is. Pickup Location: Ingham County Drain Commission 707 Buhl St. Mason, MI 48854
452	(22) Burgundy Chairs					Furniture	22 Burgundy cloth waiting room chairs. Normal wear and tear from usage. No other details and/or information available, sold as-is. Pickup Location: Forest Community Health Center 2316 S. Cedar St. Lansing, MI 48910
453	(21) Assorted Chairs					Furniture	21 Waiting room chairs, assorted fabrics, and colors. Normal wear and tear from usage. No other details and/or information available, sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911

454	(32) Plastic Chairs					Furniture	32 Plastic/metal waiting room chairs, burgundy. Normal wear and tear from usage. No other details and/or information available, sold as-is. Pickup Location: Ingham County Health Department 5303 S. Cedar St. Lansing, MI 48911
455	2001 Dodge Ram 2500	3B7KF26Z21M284755		Dodge	2001	Trucks, Light Duty	2001 Dodge Ram 2500 REGULAR CAB PICKUP 2-DR, 5.9L V8 OHV 16V, 4WD. Transmission needs repair, issue unknown. Starts with a boost; however, the engine does need work. Has not been used in over a year. No other details and/or information available, sold as-is. Pickup Location: Ingham County Fairgrounds 700 E. Ash St. Mason, MI 48854
456	2008 Ford Econoline	1FBSS31LX8DA72006		Ford	2008	Motor Vehicles	2008 Ford Econoline BUS, 5.4L V8 SOHC 16V. Does not run, engine needs repair. Specific repair(s) needed unknown. No other details and/or information available, sold as-is. Pickup Location: Ingham County Fairgrounds 700 E. Ash St. Mason, MI
457	E-Z-GO Golf Cart			E-Z-GO		Golf Carts	E-Z-GO Golf Cart, model MPT 1000. Needs batteries. Unknown if it runs and what other repairs are needed. No other details and/or information available, sold as-is. Pickup Location: Ingham County Fairgrounds 700 E. Ash St. Mason, MI 48854
458	Toro Wheel Horse Mower			Toro		Parks and Grounds Maintenance	Toro Wheel Horse mower with Sweepster attachment. Needs steering repaired, exact repair needed unknown. No other details and/or information available, sold as-is. Pickup Location: Ingham County Fairgrounds 700
459	Vehicle Lift			N/A		Vehicle Equipment	Vehicle lift, unknown brand, year, or model. Does not function properly, needs an undetermined amount of repairs to be functional. No other details and/or information available, sold as-is.
460	(3) 17 Foot Canoes	VARIOUS		Grunman/Michicraft		Boats, Marine Vessels	(3) 17 foot canoes, 2 Grunmans (MC9528K8 & MC9527KP) and 1 Michicraft (MC9507KP). Canoes are usable; however, they do have patch welds, scratches, dents, and cracks. Bow of Grunman MC9527KP bent. No other details and/or information available, sold as-is. Pickup Location: Burchfield Park 881 Grovenburg Rd. Holt, MI 48842

461	(23) Discraft Steel Disc Golf Baskets			Discraft	2011	Sporting Equipment	23 Discraft Galvanized Steel Disc Golf Baskets. No other details and/or information available, sold as-is. Pickup Location: Burchfield Park 881 Grovenburg Rd. Holt, MI 48842
462	(3) Kayaks	MULTIPLE		Old Town/Perception		Boats, Marine Vessels	3 Kayaks, (2) 10ft and (1) 9.5ft. The 10 foot kayaks are Old Town Vapors (serial #'s XTG56125I011 & XTC55930I011), and the 9.5 foot is a Perception (serial #WEMYVB25D515). Kayaks are usable; however, they have plastic patch welds, scratches, cracks, and missing hardware. No other details and/or information available, sold as-is. Pickup Location: Burchfield Park 881
463	Matracks Litefoot Ultra Ride Side by Side UTV Tracks			Matracks		All-Terrain Vehicles	Matracks Litefoot Ultra Ride Side by Side UTV Tracks. Tracks were only used one season on a Gator side by side UTV for snow grooming trails. Complete set of 4 in very good condition. Exact model unknown. There are pictures with measurements. No other details and/or information available, sold as-is. Pickup Location: Burchfield Park 881 Grovenburg Rd.
464	Toro Walk Behind Paint Striper	260000178		Toro	2006	Parks and Grounds Maintenance	2006 Toro Walk Behind Paint Striper with 4 cycle Kawasaki engine. Needs repair, condition is unknown, and unknown if it works or not. No other details and/or information available, sold as-is. Pickup Location: Hawk Island Park 1601 E
465	2009 GMC Sierra 3500HD	1GDJC74K39E152110	38,980 Miles	GMC	2009	Trucks, Light Duty	2009 GMC Sierra 3500HD REGULAR CAB PICKUP 2-DR, 6.0L V8 OHV 16V, 2WD. Runs and drivable. Bed heavily rusted, has various dents, scratches, and dings. No other details and/or information available, sold as-is. Pickup Location: Hawk Island Park 1601 E Cavanaugh

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 14**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A TWO-YEAR AGREEMENT EXTENSION WITH GRANGER WASTE SERVICES INC. FOR WASTE MANAGEMENT AT SEVERAL COUNTY FACILITIES

RESOLUTION #24 – 197

WHEREAS, the agreement with Granger Waste Services Inc., expires on April 30, 2024; and

WHEREAS, Granger Waste Services Inc. has agreed to the 1% rate increase allowed per our current agreement; and

WHEREAS, the Facilities Department recommends extending the current agreement for two additional years with Granger Waste Services Inc., with a 1% rate increase; and

WHEREAS, funds are available in the appropriate 921030 trash removal line items and 931100 maintenance contractual line items.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement extension with Granger Waste Services Inc. 16980 Wood Road, Lansing, MI 48908, for continued waste management services at several County facilities with a 1% rate increase for a two-year term through April 30, 2026.

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None **Absent:** None **Approved 4/23/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 15**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH LAUX CONSTRUCTION TO CONVERT
A STORAGE ROOM TO A HEARING ROOM FOR THE FRIEND OF THE COURT AT THE
GRADY PORTER BUILDING**

RESOLUTION #24 – 198

WHEREAS, the Friend of the Court (FOC) would like to turn a storage room into a hearing room to reduce scheduling conflicts and to allow for timely hearings; and

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

WHEREAS, Laux Construction is on the MiDeals co-operative agreement contract; and

WHEREAS, the Facilities Department recommends entering into an agreement with Laux Construction to convert a storage room to a hearing room for FOC at the Grady Porter Building for an amount not to exceed \$13,980; and

WHEREAS, funds are available in the FOC operating budget line item #215-14200-818000 and approved CIP line item #664-13099-735100; and

WHEREAS, there is a 66% reimbursement from the Office of Child Support under the Federal Cooperative Reimbursement Program, therefore the County's cost, after reimbursement, will not exceed \$4,753.20.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Laux Construction, 1018 Hogsback Road, Mason, MI 48854, to convert a storage room to a hearing room for the Friend of the Court at the Grady Porter Building for an amount not to exceed \$13,980.

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None **Absent:** None **Approved 4/23/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 16**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO KNIGHT WATCH INC. FOR SWIPE CARD ACCESS TO THE PRE-TRIAL SERVICES SPACE ADDITION AT THE GRADY PORTER BUILDING

RESOLUTION #24 – 199

WHEREAS, Pre-trial Services located at the Grady Porter Building expanded their office space to accommodate staff, which requires secure access to the area and to ensure controlled access to information and equipment; and

WHEREAS, Knight Watch Inc. is proprietary for the card access system for the Grady Porter Building, as they hold our license; and

WHEREAS, the Facilities Department recommends a purchase order to Knight Watch Inc. to furnish, install, and program equipment for swipe card access to the Pre-trial Services space addition at the Grady Porter Building for an amount not to exceed \$7,155.19; and

WHEREAS, funds are available in the approved 2022 CIP General Fund Line item #245-13099-976000-22F20, which has a balance of \$65,569.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a purchase order to Knight Watch Inc., 3005 Business One Drive, Kalamazoo, Michigan 49048, to furnish, install, and program the equipment for the swipe card access for an amount not to exceed \$7,155.19.

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer
Nays: None **Absent:** None **Approved 4/23/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 17**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO EC AMERICA INC. FOR THE
PROJECT MANAGEMENT SOFTWARE**

RESOLUTION #24 – 200

WHEREAS, the project management software is due for renewal; and

WHEREAS, the software allows the Facilities Department to streamline projects and consolidate the workflow process; and

WHEREAS, Community Mental Health will also use the software under Ingham County’s license and will reimburse the County 50% of the total cost per the Memo of Understanding; and

WHEREAS, the Facilities Department recommends a purchase order to EC America Inc. for the project management software for one-year for an amount not to exceed \$12,660.28; and

WHEREAS, funds are available in the maintenance contractual line items 931100, with 50% reimbursement from Community Mental Health, bringing the County’s cost to \$6,330.14.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a purchase order to EC America Inc., 8444 Westpark Drive Suite 200, Mc Lean, VA 22102, for the one-year project management software renewal for an amount not to exceed \$12,660.28 with 50% reimbursement from Community Mental Health per the Memo of Understanding.

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer
Nays: None **Absent:** None **Approved 4/23/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 18**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO STEVE YODES CLOCK REPAIR
FOR THE WORK TO THE CLOCKS IN THE CLOCK TOWER AT THE HISTORICAL MASON
COURTHOUSE**

RESOLUTION #24 – 201

WHEREAS, the clock tower of the Historical Mason Courthouse is currently being restored and as part of the project will need the four clock faces and mechanical mechanisms repaired and replaced; and

WHEREAS, Steve Youdes Clock Repair is the only vendor who has worked on the clocks and the mechanical components in the clock tower for the last twenty years; and

WHEREAS, the Facilities Department recommends a purchase order to Steve Youdes Clock Repair for the work to the clocks in the clock tower at the Historical Mason Courthouse for an amount not exceed \$16,378.75; and

WHEREAS, funds are available in the bond project's contingency funds.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes purchase order to Steve Youdes Clock Repair, 5570 Houston Road, Eaton Rapids, MI 48827, for the work to the clocks in the clock tower of the Historical Mason Courthouse for an amount not to exceed \$16,378.75.

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None **Absent:** None **Approved 4/23/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 19**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH KNIGHT WATCH INC. FOR THE
SECURITY CAMERAS AT THE INGHAM COUNTY YOUTH CENTER**

RESOLUTION #24 – 202

WHEREAS, the Ingham County Youth Center needs more cameras due to blind spots because of the lack of cameras; and

WHEREAS, cameras are needed both inside and outside for security and safety of the detainees, staff, and residents of Ingham County; and

WHEREAS, the Facilities Department recommends entering into an agreement with Knight Watch Inc. to furnish and install the cameras and hardware at the Ingham County Youth Center for an amount not to exceed \$65,488.46; and

WHEREAS, funds are available in the Juvenile Justice Millage Fund line item #264-66400-978000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Knight Watch Inc., 3005 Business One Drive, Kalamazoo, Michigan 49048, to furnish and install cameras at the Ingham County Youth Center for an amount not to exceed \$65,488.46.

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None **Absent:** None **Approved 4/23/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 20**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE UAW TOPS UNIT, MANAGERIAL & CONFIDENTIAL EMPLOYEE,
AND ICEA COUNTY PROFESSIONAL UNIT RECLASSIFICATION REQUESTS**

RESOLUTION #24 – 203

WHEREAS, The UAW TOPS Unit and ICEA County Professional Unit collective bargaining agreements are effective January 1, 2022 through December 31, 2024, as is the Managerial & Confidential Employee Personnel Manual; and

WHEREAS, these documents each include a process for employee submission of reclassification requests; and

WHEREAS, the Human Resources Department has executed the approved process for a reclassification request for employees in each of these groups.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the following changes:

<u>Position No.</u>	<u>Position Title</u>	<u>Action</u>
601402	Finance Assistant To Finance Specialist	Move from UAW E to UAW G
229109	Support Clerk & Systems Manager	Move from UAW E to UAW F
229042	Support Clerk	Move from UAW D to UAW E
229111	Support Clerk	Move from UAW D to UAW E
229037	Lead Clerk	Move from UAW E to UAW G
229046	Adult Criminal Clerk to Clerk Prosecuting Attorney	Move from UAW D to UAW F
229041	Adult Criminal Clerk to Clerk Prosecuting Attorney	Move from UAW D to UAW F
229048	Adult Criminal Clerk to Clerk Prosecuting Attorney	Move from UAW D to UAW F
223008	DEI Director	Move from MC 13 to MC 14
601537	Lead Finance & Grant Analyst	Move from ICEA 7 to ICEA 8
601383	Health Communication Specialist	Move from ICEA 8 to ICEA 9

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2024 Position Title	2024 Current Grade, Step 5	2024 Proposed Grade, Step 5	Difference
Finance Spec.	UAW E: 47,911.34	UAW G: 53,582.19	5,670.85
Support Clerk & Systems Mgr.	UAW E: 47,911.34	UAW F: 50,645.23	2,733.89
Support Clerk	UAW D: 44,939.95	UAW E: 47,911.34	2,971.39
Support Clerk	UAW D: 44,939.95	UAW E: 47,911.34	2,971.39
Lead Clerk	UAW E: 47,911.34	UAW G: 53,582.19	5,670.85
Clerk Prosec. Atty.	UAW D: 44,939.95	UAW F: 50,645.23	5,705.28
Clerk Prosec. Atty.	UAW D: 44,939.95	UAW F: 50,645.23	5,705.28
Clerk Prosec. Atty.	UAW D: 44,939.95	UAW F: 50,645.23	5,705.28
DEI Director	MC 13: 108,159.64	MC 14: 116,531.20	8,371.56
Lead Fin. & Grant Analyst	ICEA 7: 73,031.40	ICEA 8: 79,657.39	6,625.99
Health Comm. Spec.	ICEA 8: 79,657.39	ICEA 9: 87,119.20	7,461.81
TOTAL:			\$59,593.57

BE IT FURTHER RESOLVED, that this reclassification is effective the first full pay period following the date of its submission to the Human Resources Department.

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer
Nays: None **Absent:** None **Approved 4/23/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 21**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION OF INTENT
TO AUTHORIZE PUBLICATION OF NOTICE OF INTENT AND
TO DECLARE INTENT TO REIMBURSE**

RESOLUTION #24 – 204

At a regular meeting of the Board of Commissioners of the County of Ingham, Michigan, held on the 30th of April, 2024, at 6:30 p.m., Michigan time.

PRESENT: Cahill, Celentino, Grebner, Johnson, Lawrence, Maiville, Morgan, Pawar, Peña, Polsdofer, Ruest, Schafer, Sebolt, Tennis, and Trubac.

ABSENT: None.

The following resolution was offered by Commissioner Peña and seconded by Commissioner Celentino:

WHEREAS, the County of Ingham (the “County”) proposes to issue its tax-exempt bonds (the “Bonds”) for the purpose of paying part of the cost of certain capital improvements in the County, including the acquisition, construction, installation and equipping of a new animal health facility for the Potter Park Zoo, together with associated site and facilities improvements, including, but not limited to, certain water main improvements, and to pay the costs of issuing the Bonds (collectively, the “Project”); and

WHEREAS, the County Board of Commissioners previously approved Resolution #23-369 on August 22, 2023, which authorized a notice of intent related to the proposed acquisition, construction and equipping of a new animal health facility for the Potter Park Zoo; and

WHEREAS, it will be necessary for the County to also complete associated site improvements, including, but not limited to, certain water main improvements; and

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WHEREAS, it is not anticipated that the County will need to advance a portion of the costs of the Project prior to the issuance of the Bonds, but if such advance were to be required, it will be repaid from proceeds of the Bonds upon the issuance thereof; and

WHEREAS, Section 1.150-2 of the Treasury Regulations on Income Tax (the “Reimbursement Regulations”) specifies conditions under which a reimbursement allocation may be treated as an expenditure of bond proceeds, and the County intends by this resolution to qualify amounts advanced by the County to the Project for reimbursement from proceeds of the Bonds in accordance with the requirements of the Reimbursement Regulations.

BE IT RESOLVED by the Board of Commissioners of the County, as follows:

The County hereby declares its official intent to issue its bonds in one or more series in the aggregate principal amount of not to exceed \$8,500,000 to finance the costs of the Project. The County hereby declares that it reasonably expects to seek reimbursement for its advances to the Project as anticipated by this resolution. The bonds shall be authorized by proper proceedings subsequent to this resolution.

The County Clerk is hereby instructed to publish the notice attached hereto once in a newspaper of general circulation in the County, which notice shall not be less than ¼ page in size in such newspaper, with such changes as the County Clerk shall deem necessary or appropriate, upon the advice of bond counsel.

All prior resolutions and parts of resolutions insofar as they may be in conflict herewith are hereby rescinded, except to the extent they pertain to prior reasonable expectations to seek reimbursement for advances to the Project, which reimbursement provisions shall continue in full force and effect.

YEAS: Cahill, Celentino, Grebner, Johnson, Lawrence, Maiville, Morgan, Pawar, Peña, Polsdofer, Ruest, Schafer, Sebolt, Tennis, Trubac.

NAYS: None.

County Services: **Yeas:** Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer
Nays: None **Absent:** None **Approved 4/23/24**

APRIL 30, 2024 REGULAR MEETING

Finance: **Yeas:** Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
 Nays: None **Absent:** Tennis **Approved 4/24/24**

Commissioner Peña moved to adopt the resolution. Commissioner Celentino supported the motion.

The motion to adopt the resolution carried unanimously via roll call vote.

APRIL 30, 2024 REGULAR MEETING

STATE OF MICHIGAN)
)ss
COUNTY OF INGHAM)

I hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Board of Commissioners of the County of Ingham, Michigan, held on the 30th day of April, 2024, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this ____ day of _____, 2024.

Clerk, County of Ingham

APRIL 30, 2024 REGULAR MEETING

NOTICE OF INTENT TO ISSUE BONDS BY THE COUNTY OF INGHAM, MICHIGAN AND THE RIGHT OF REFERENDUM THEREON

NOTICE IS HEREBY GIVEN that the County of Ingham, Michigan, intends to issue its bonds in the principal amount of not to exceed \$8,500,000 in one or more series for the purpose of paying part of the cost of certain capital improvements in the County, including the acquisition, construction, installation and equipping of a new animal health facility for the Potter Park Zoo, together with associated site and facilities improvements, including, but not limited to, certain water main improvements, and to pay the costs of issuing the bonds (collectively, the "Project"); and

The bonds are expected to be paid in not more than twenty (20) annual installments and, in any event, will mature within the maximum term permitted by law and will bear interest at a rate or rates to be determined at a competitive or negotiated sale but in no event to exceed such rates as may be permitted by law.

SOURCE OF PAYMENT

The bonds will be issued under and pursuant to the provisions of Act No. 34, Public Acts of Michigan, 2001, as amended, and the full faith and credit of the County of Ingham will be pledged to pay the principal of and interest on the bonds as the same shall become due. The County of Ingham will be obligated, as a first budget obligation, to advance moneys from its general funds or to levy ad valorem taxes on all taxable property within its corporate boundaries to pay the principal of and interest on the bonds as the same shall become due to the extent that other funds are not available for such purpose; provided, however, that the ability of the County of Ingham to raise such moneys is subject to applicable constitutional and statutory limitations on the taxing power of the County of Ingham. A portion of the Project is expected to be paid from contributions and grants.

RIGHT TO PETITION FOR REFERENDUM

This notice is given, by order of the Board of Commissioners of the County of Ingham, to and for the benefit of the electors of the County of Ingham in order to inform them of their right to petition for a referendum upon the question of the issuance of the aforesaid bonds. The bonds will be issued, without submitting such a question to a vote of the electors, unless within 45 days after the date of publication of this notice a petition requesting a referendum upon such question, signed by not less than 10% or 15,000 of the registered electors residing within the County of Ingham, whichever is the lesser, shall have been filed with the undersigned County Clerk. In the event that such a petition is filed, the bonds will not be issued unless and until the issuance thereof shall have been approved by the vote of a majority of the electors of the County of Ingham qualified to vote and voting thereon at a general or special election.

FURTHER INFORMATION

Further information relative to the issuance and purpose of said bonds and the subject matter of this notice may be secured at the office of the County Clerk of the County of Ingham, 341 S. Jefferson, P.O. Box 179, Mason, Michigan 48854.

This notice is given pursuant to the provisions of Act 34, Public Acts of Michigan, 2001, as amended.

Barb Byrum, Clerk
County of Ingham

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 22**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE SUBMISSION OF A MSHDA HOUSING DEVELOPMENT FUND
GRANT APPLICATION FOR EMERGING DEVELOPER AND APPRENTICESHIP/WORKFORCE
DEVELOPMENT TRAINING**

RESOLUTION #24 – 205

WHEREAS, Michigan State Housing Development Authority (MSHDA) has invited Ingham County to apply for a \$225,000 MSHDA Housing Development Fund Community Development Grant; and

WHEREAS, the Housing Trust Fund (HTF) Committee has recommended development of a proposal to MSHDA requesting administrative funds to create/expand training resources and technical support for local emerging developers, particularly those working with the Ingham County Land Bank (ICLB) on an on-going basis; and

WHEREAS, local developer TA Forsberg has developed an agreement with Michigan Laborers Union and the ICLB to pilot apprenticeship and workforce development training opportunities at scattered vacant Land Bank lots prioritized for new construction; and

WHEREAS, ICLB will provide in-kind office space for staff, and utilize HTF funds already allocated to cover the cost of construction of an all-electric house at 1637 Pattengill Ave. in Lansing, which has been identified as the first apprenticeship training site; and

WHEREAS, the Ingham County Housing Trust Fund Committee Board has recommended authorization of this request.

THEREFORE, BE IT RESOLVED, that the Ingham County Board of Commissioners authorize submission of the HDC application of \$225,000 for the activities listed above.

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None

Absent: None

Approved 4/23/24

APRIL 30, 2024 REGULAR MEETING

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 23**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A CONTRACT WITH M GUSTAFSON, LLC FOR EXCAVATION
AT THE INGHAM COUNTY FAIRGROUNDS**

RESOLUTION #24 – 206

WHEREAS, the Ingham County Fair hosts over 30 horse shows and hosts six days of grandstand events annually; and

WHEREAS, the excavation services required to execute the preparation of the facilities to host said events in a safe and professional manner is one of a highly skilled nature; and

WHEREAS, the Purchasing Department solicited bids with bid packet 73-24; and

WHEREAS, after careful review of bids, the Fair Board and Fairgrounds Events Director and Purchasing Department recommends the contract be awarded to M Gustafson, LLC who submitted the most qualified bid in the amount of \$25,280 in year one, \$26,544 in year two, and \$27,871 in year three for excavation services on the Fairgrounds for the Main Arena during the off season; and

WHEREAS, excavation is required during the week of Fair at a cost of \$215 per hour per machine in year one, \$225 per hour per machine in year two, and \$235 per hour per machine in year three; and

WHEREAS excavation may be required periodically throughout the year at the Fairgrounds for various projects at a cost of \$195 per hour per machine in year one, \$205 per hour per machine in year two, and \$215 per hour per machine in year three; and

WHEREAS, the funds for this contract are included in the Ingham County Fairgrounds operational budget.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes awarding a contract for three years, with an additional two-year extension option, to M Gustafson, LLC for excavation services at the Ingham County Fairgrounds at a cost not to exceed \$25,280 in year one, \$26,544 in year two, and \$27,871 in year three for the Main Arena.

BE IT FURTHER RESOLVED, excavation services for the week of Fair shall be \$215 per hour per machine in year one, \$225 per hour per machine in year two and \$235 per hour per machine in year three.

BE IT FURTHER RESOLVED, for as needed excavation services at the Fairgrounds the price shall be \$195 per hour per machine in year one, \$205 per hour per machine in year two and \$215 per hour per machine in year three.

APRIL 30, 2024 REGULAR MEETING

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

HUMAN SERVICES: Yeas: Cahill, Tennis, Trubac, Morgan, Peña, Pawar, Ruest

Nays: None **Absent:** None **Approved 4/22/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 24**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH REITH-RILEY CONSTRUCTION COMPANY, INC. FOR ASPHALT REPLACEMENT AT THE INGHAM COUNTY FAIRGROUNDS

RESOLUTION #24 – 207

WHEREAS, the asphalt surface on the north and west side of the Main Arena is structurally failing and beyond repair; and

WHEREAS, the Purchasing Department sought bids to replace the existing asphalt; and

WHEREAS, it is the recommendation of the consultant Wolverine Engineers & Surveyors Inc, the Purchasing Department, Fair Board, and Fairgrounds Events Director to enter into an agreement with Reith-Riley Construction Company, Inc., a local vendor, who submitted the lowest responsive and responsible proposal of \$130,699 for the asphalt replacement at the Ingham County Fairgrounds; and

WHEREAS, the Fairgrounds Events Director is requesting a contingency of \$8,000 for any unforeseen circumstances; and

WHEREAS, funds are available in the Hotel/Motel Fund.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with Reith-Riley Construction Company, Inc., for the asphalt replacement at the Ingham County Fairgrounds for a grand total not to exceed \$130,699, plus an \$8,000 contingency.

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

HUMAN SERVICES: Yeas: Cahill, Tennis, Trubac, Morgan, Peña, Pawar, Ruest
Nays: None **Absent:** None **Approved 4/22/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 25**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE COLLABORATIVE AGREEMENT
WITH THE UNITED WAY OF SOUTH CENTRAL MICHIGAN**

RESOLUTION #24 – 208

WHEREAS, Ingham County Health Department (ICHD) wishes to amend Resolution #23-336 by extending the collaborative agreement with United Way of South Central Michigan effective October 1, 2023 through September 30, 2024 in an amount not to exceed \$34,088; and

WHEREAS, the Capital Area Behavioral Risk Factor Survey (Capital Area BRFS) measures a number of health indicators and quality of life indices including chronic diseases, cigarette and alcohol use, obesity and physical activity, and neighborhood safety; and

WHEREAS, data from the Capital Area BRFS is essential to the Healthy! Capital Counties Community Health Assessment (CHA) done in collaboration with two neighboring health departments and the three local hospitals in the region; and

WHEREAS, the collaborative agreement was originally authorized through Resolution #05-148 and amended in Resolutions #06-205, #07-154, #08-239, #09-197, #10-023, #11-399, #13-16, #14-226, #15-176, #16-405, #17-325, #18-028, #19-196, #20-355, #21-458, #22-354, and #23-336; and

WHEREAS, collaborative activities have continued since the agreement's inception; and

WHEREAS, under this agreement, United Way has supported administration of the Capital Area BRFS; and

WHEREAS, this resolution will authorize an extension to the agreement with United Way and enable data collection to continue; and

WHEREAS, this amendment will extend the agreement through September 30, 2024; and

WHEREAS, these funds are included in ICHD's 2024 budget; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize an amendment to Resolution #23-336 with United Way of South Central Michigan to extend the agreement through September 30, 2024 in an amount not to exceed \$34,088.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an amendment to Resolution #23-336 with United Way of South Central Michigan to extend the agreement through September 30, 2024 in an amount not to exceed \$34,088.

APRIL 30, 2024 REGULAR MEETING

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract agreement upon approval as to form by the County Attorney.

HUMAN SERVICES: Yeas: Cahill, Tennis, Trubac, Morgan, Peña, Pawar, Ruest

Nays: None **Absent:** None **Approved 4/22/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 26**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH DAVENPORT UNIVERSITY FOR
EXCEL TRAININGS**

RESOLUTION #24 – 209

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with Davenport University to conduct two Excel trainings (Excel for Everyone: Level 1 Essentials and Level 2 Intermediate) for approximately 25 staff of the Maternal and Child Health Division, effective October 1, 2023 through September 30, 2024 in an amount not to exceed \$6,500; and

WHEREAS, this training is needed to increase the skill set of our staff which will benefit the Maternal and Child Health Community that we serve, as well as train new staff who were not previously exposed to this type of training; and

WHEREAS, all costs associated with this agreement have been included in the FY23-24 General Operating budget; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize an agreement with Davenport University to conduct two Excel trainings for approximately 25 employees, effective October 1, 2023 through September 30, 2024 in an amount not to exceed \$6,500.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Davenport University to conduct two Excel trainings for approximately 25 employees, effective October 1, 2023 through September 30, 2024 in an amount not to exceed \$6,500.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract documents upon approval as to form by the County Attorney.

HUMAN SERVICES: Yeas: Cahill, Tennis, Trubac, Morgan, Peña, Pawar, Ruest

Nays: None **Absent:** None **Approved 4/22/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 27**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH THE CORPORATION FOR NATIONAL AND COMMUNITY SERVICES FOR FY24-25 AMERICORPS VISTA GRANT FUNDING

RESOLUTION #24 – 210

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with the Corporation for National and Community Services (CNCS) for a year of funding to support of the AmeriCorps VISTA Project effective August 25, 2024 through August 23, 2025 in an amount not to exceed \$31,000; and

WHEREAS, ICHD was the recipient of grant funds for the AmeriCorps VISTA Program tenth funding cycle in the 2023-2024 FY, which was authorized through Resolution #23-271; and

WHEREAS, CNCS has provided Ingham County an eleventh year of funding for the 2024-2025 FY to support up to fourteen (14) AmeriCorps VISTA members who will perform National Service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems; and

WHEREAS, this funding is effective August 25, 2024 through August 23, 2025 in an amount not to exceed \$31,000; and

WHEREAS, the grant award is included in ICHD's operating budget; and

WHEREAS, out of a total of 14 FTE AmeriCorps VISTA members, 13 FTE will be placed in host sites selected through an application process and a 1.0 FTE AmeriCorps VISTA Leader will be placed with the ICHD AmeriCorps VISTA program; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize entering into an agreement with CNCS to accept FY24-25 grant funding to support the AmeriCorps VISTA Project, effective August 25, 2024 through August 23, 2025 in an amount not to exceed \$31,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with CNCS to accept FY24-25 grant funding to support the AmeriCorps VISTA Project, effective August 25, 2024 through August 23, 2025 in an amount not to exceed \$31,000.

BE IT FURTHER RESOLVED, that the Medical Health Officer, or her designee, is authorized to submit the AmeriCorps Vista 2024-2025 budget electronically through the CNCS E-Grants system, and tentatively electronically approve the Memorandum of Agreement (MOA), and any e-Grants system updates or amendments after approval as to form by the County Attorney.

APRIL 30, 2024 REGULAR MEETING

HUMAN SERVICES: Yeas: Cahill, Tennis, Trubac, Morgan, Peña, Pawar, Ruest
Nays: None **Absent:** None **Approved 4/22/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 28**

Introduced by the Human Services and Finance Committees:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE PURCHASE OF A WHEELCHAIR ACCESSIBLE
CHRYSLER VOYAGER VAN WITH HOEKSTRA TRANSPORTATION**

RESOLUTION #24 – 211

WHEREAS, Ingham County Health Department’s (ICHHD), Community Health Centers (CHCs) wish to purchase an MiDeal motor vehicle, Chrysler Voyager van with wheelchair accessibility from Hoekstra Transportation, effective April 30, 2024 in an amount totaling \$64,090.88; and

WHEREAS, this agreement to purchase the Chrysler Voyager will improve transportation issues for Ryan White patients due to social and economic issues; and

WHEREAS, the previously purchased van currently being used does not meet the compliance requirements of having wheelchair accessibility or a ramp for wheelchair access; and

WHEREAS, MiDeal is the State of Michigan’s extended purchasing program which allows nonprofit organizations to benefit directly from the reduced cost of goods and services and indirectly eliminates the bidding process; and

WHEREAS, the amount of this agreement will not exceed \$64,090.88 and the funding will be covered by the Ryan White 340B reimbursement from Part B, Part C, and Part D; and

WHEREAS, the Ingham Community Health Centers Board of Directors and the Medical Health Officer recommend that the Ingham County Board of Commissioners authorize purchasing a wheelchair accessible van with Hoekstra Transportation, effective April 30, 2024 in an amount not to exceed \$64,090.88.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes purchasing a wheelchair accessible van with Hoekstra Transportation, effective April 30, 2024 in an amount not to exceed \$64,090.88.

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

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

HUMAN SERVICES: Yeas: Cahill, Tennis, Trubac, Morgan, Peña, Pawar, Ruest

Nays: None

Absent: None

Approved 4/22/24

APRIL 30, 2024 REGULAR MEETING

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None

Absent: Tennis

Approved 4/24/24

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 29**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH
MSU INSTITUTE FOR HEALTH POLICY**

RESOLUTION #24 – 212

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with MSU Institute for Health Policy (IHP) in an amount not to exceed \$10,000 effective April 10, 2024 through August 31, 2024; and

WHEREAS, MSU IHP will provide technical assistance and consultation in performance management; and

WHEREAS, through Performance Management consultation, ICHD can align employees, resources, and systems to meet strategic objectives, establish a set of metrics and targets, define performance measurements, and provide ongoing feedback while evaluating results; and

WHEREAS, these funds will be fully paid from a grant ICHD received from the Michigan Public Health Institute (MPHI) to support technical assistance for performance management and was accepted through Resolution #24-123; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize an agreement with MSU IHP effective April 10, 2024 through August 31, 2024, in an amount not to exceed \$10,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with MSU Institute for Health Policy (IHP) effective April 10, 2024 through August 31, 2024, in an amount not to exceed \$10,000.

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

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract agreement on behalf of the county upon approval as to form by the County Attorney.

HUMAN SERVICES: Yeas: Cahill, Tennis, Trubac, Morgan, Peña, Pawar, Ruest

Nays: None

Absent: None

Approved 4/22/24

APRIL 30, 2024 REGULAR MEETING

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 30**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH THE NEW CITIZENS PRESS
COMMUNITY ACTION NETWORK FOR THE REGION 7 PERINATAL QUALITY
COLLABORATIVE**

RESOLUTION #24 – 213

WHEREAS, Ingham County Health Department (ICHD) wishes to enter into an agreement with The New Citizens Press Community Action Network, Inc. in an amount not to exceed \$24,999 to enable this organization to carry out a project to support community-led efforts for improving disparate birthing outcomes and ensuring healthy births, effective October 1, 2023 through September 30, 2024; and

WHEREAS, ICHD has partnered with the MDHHS to be the fiduciary for the Region 7 Perinatal Quality Collaborative; and

WHEREAS, this regional collaborative focuses on reducing infant and maternal mortality rates in Ingham, Eaton, and Clinton Counties; and

WHEREAS, in order to fund this collaborative work, MDHHS has given ICHD funds through the FY 23-24 Comprehensive Agreement authorized through Resolution #23-339; and

WHEREAS, the Medical Health Officer recommends that the Board of Commissioners authorize an agreement with The New Citizens Press Community Action Network, Inc. in an amount not to exceed \$24,999 to enable this organization to carry out a project to support community-led efforts for improving disparate birthing outcomes and ensuring healthy births, effective October 1, 2023 through September 30, 2024.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an agreement with The New Citizens Press Community Action Network, Inc. in an amount not to exceed \$24,999 to enable this organization to carry out a project to support community-led efforts for improving disparate birthing outcomes and ensuring healthy births, effective October 1, 2023 through September 30, 2024.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract documents upon approval as to form by the County Attorney.

HUMAN SERVICES: Yeas: Cahill, Tennis, Trubac, Morgan, Peña, Pawar, Ruest

Nays: None

Absent: None

Approved 4/22/24

APRIL 30, 2024 REGULAR MEETING

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 31**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH UNODEUCE MULTIMEDIA FOR
THE REGION 7 PERINATAL QUALITY COLLABORATIVE**

RESOLUTION #24 – 214

WHEREAS, Ingham County Health Department (ICHHD) wishes to enter into an agreement with UnoDeuce Multimedia to enable ICHHD to produce a full service video storytelling project on pregnancy and paid parental leave to support community-led efforts for improving disparate birthing outcomes and ensuring healthy births, effective October 1, 2023 through September 30, 2024 in an amount not to exceed \$9,600; and

WHEREAS, ICHHD has partnered with Michigan Department of Health and Human Services (MDHHS) to be the fiduciary for the Region 7 Perinatal Quality Collaborative; and

WHEREAS, this regional collaborative focuses on reducing infant and maternal mortality rates in Ingham, Eaton, and Clinton Counties; and

WHEREAS, in order to fund this collaborative work, MDHHS has given ICHHD funds through the FY 23-24 Comprehensive Agreement authorized through Resolution #23-339; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize an agreement with UnoDeuce Multimedia to enable ICHHD to produce a full service video storytelling project on pregnancy and paid parental leave to support community-led efforts for improving disparate birthing outcomes and ensuring healthy births, effective October 1, 2023 through September 30, 2024 in an amount not to exceed \$9,600.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with UnoDeuce Multimedia to enable ICHHD to produce a full service video storytelling project on pregnancy and paid parental leave to support community-led efforts for improving disparate birthing outcomes and ensuring healthy births, effective October 1, 2023 through September 30, 2024 in an amount not to exceed \$9,600.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract documents upon approval as to form by the County Attorney.

HUMAN SERVICES: Yeas: Cahill, Tennis, Trubac, Morgan, Peña, Pawar, Ruest

Nays: None

Absent: None

Approved 4/22/24

APRIL 30, 2024 REGULAR MEETING

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 32**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AMENDMENT #2 TO THE 2023 – 2024 EMERGING THREATS
MASTER AGREEMENT WITH THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN
SERVICES FOR THE DELIVERY OF PUBLIC HEALTH SERVICES UNDER THE MASTER
AGREEMENT**

RESOLUTION #24 – 215

WHEREAS, the responsibility for protecting the health of the public is a shared responsibility between the State and County governments in Michigan; and

WHEREAS, Michigan Department of Health & Human Services (MDHHS) and local health departments enter into contracts to clarify the role and responsibilities of each party in protecting public health; and

WHEREAS, the MDHHS and Ingham County has entered into a 2023 – 2024 Emerging Threats Agreement authorized through Resolution #23-338; and

WHEREAS, MDHHS has proposed Amendment #2 to adjust grant funding levels and clarify agreement procedures effective October 1, 2023 through June 30, 2024 in an amount not to exceed \$72,806; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize Amendment #2 with MDHHS for the delivery of Emerging Threat Services under the Comprehensive Agreement Process.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes Amendment #2 to the 2023-2024 Emerging Threats Agreement with MDHHS for the delivery of Emerging Threats Services under the Comprehensive Agreement Process.

BE IT FURTHER RESOLVED, that the total amount of the Emerging Threats Comprehensive Agreement shall increase from \$110,000 to \$182,806, for a total increase of \$72,806.

BE IT FURTHER RESOLVED, that the increase in funds consists of the following specific changes to the budget:

COVID Workforce Development: increasing from \$110,000 to \$182,806 for a total increase of \$72,806.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to amend the Health Department's 2024 Budget in order to implement this resolution.

APRIL 30, 2024 REGULAR MEETING

BE IT FURTHER RESOLVED, that the Health Officer, Adenike Shoyinka, or her designee, is authorized to submit Amendment #2 to the 2023-2024 Emerging Threats Comprehensive Agreement electronically through the Mi-E Grants system after approval as to form by the County Attorney.

HUMAN SERVICES: Yeas: Cahill, Tennis, Trubac, Morgan, Peña, Pawar, Ruest

Nays: None **Absent:** None **Approved 4/22/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 33**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ACCEPT THE MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES' FY 2025 CHILD AND ADOLESCENT HEALTH CENTER CONSTRUCTION FUNDS TO FINANCE THE CONSTRUCTION OF INGHAM COUNTY HEALTH DEPARTMENT'S EAST LANSING COMMUNITY HEALTH CENTER

RESOLUTION #24 – 216

WHEREAS, Ingham County Health Department's (ICHHD's) Community Health Centers (CHCs) wish to accept a \$250,000 funding award from the Michigan Department of Health and Human Services' (MDHHS) Child and Adolescent Health Center (CAHC) program, effective June 1, 2024 through September 30, 2025; and

WHEREAS, the funds will be used to finance the construction of the East Lansing CHC within East Lansing High School; and

WHEREAS, ICHHD's school-based CHC serves the critical need of providing primary health care services for Ingham County teens including physicals, vision and hearing screening, chronic disease management, immunizations and more; and

WHEREAS, MDHHS' CAHC construction funding award will be effective June 1, 2024 through September 30, 2025 for an amount not to exceed \$250,000; and

WHEREAS, the Ingham Community Health Centers Board of Directors and the Medical Health Officer recommend that the Ingham County Board of Commissioners authorize accepting a \$250,000 funding award from the MDHHS' CAHC program to finance the construction of the East Lansing CHC, effective June 1, 2024 through September 30, 2025.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes accepting a \$250,000 funding award from the MDHHS' CAHC program to finance the construction of the East Lansing CHC effective June 1, 2024 through September 30, 2025.

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

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract agreement upon approval as to form by the County Attorney.

HUMAN SERVICES: Yeas: Cahill, Tennis, Trubac, Morgan, Peña, Pawar, Ruest

Nays: None **Absent:** None **Approved 4/22/24**

APRIL 30, 2024 REGULAR MEETING

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 34**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 – 217

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

WHEREAS, the millage funds were approved by the electorate to fund services for elder persons in 2020, and the current authorized millage rate of (.30) of one (1) mill expired December 31, 2023; and

WHEREAS, the current millage is needed to continue to provide the same level of necessary services; and

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

THEREFORE BE IT RESOLVED, that the following question be submitted to a vote of the electorate of Ingham County at the election to be held on August 6, 2024.

INGHAM COUNTY ELDER PERSONS MILLAGE

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

YES [] NO []

BE IT FURTHER RESOLVED, that this question is hereby certified to the County Clerk.

APRIL 30, 2024 REGULAR MEETING

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to cause the proposal to be stated on the August 6, 2024 ballot and to be prepared and distributed in the manner required by law.

HUMAN SERVICES: Yeas: Cahill, Tennis, Trubac, Morgan, Peña, Pawar, Ruest

Nays: None **Absent:** None **Approved 4/22/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None **Absent:** Tennis **Approved 4/24/24**

Commissioner Cahill moved to adopt the resolution. Commissioner Tennis supported the motion.

Commissioner Morgan stated there had been a lot of discussion over the past few weeks and that it was essentially the same language as the current Millage, but they could not call it a renewal because they included language to support senior centers. Commissioner Morgan further thanked the Human Services and Finance Committees for their unanimous approval and urged support.

Commissioner Peña disclosed they were 60 or older.

The motion to adopt the resolution carried unanimously via a roll call vote.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 35**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 – 218

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

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

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

WHEREAS, a millage of 0.6300 of one (1) mill is needed to continue to provide for this program; and

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

THEREFORE BE IT RESOLVED, that the following question be submitted to a vote of the electorate at the election to be held on August 6, 2024.

INGHAM COUNTY BASIC HEALTH SERVICES MILLAGE

For the purpose of continuing funding for providing basic health care and mental health services to lower-income Ingham County residents, including to help pay for access to doctor visits, generic medications, mental health visits and essential care such as preventive testing and treatment for cancer, diabetes, heart disease and other serious illnesses, as well as to support community mental health services for at-risk populations, shall the Constitutional limitation upon the total amount of taxes which may be assessed in one (1) year upon all property within the County of Ingham, Michigan be increased by up to 63/100 (0.6300) of one (1) mill, \$0.63 per thousand dollars of state taxable valuation, for a period of four (4) years (2024-2027) inclusive? If approved and levied in full, this Millage will raise an estimated \$6,084,404 in the first calendar year of the levy, based on state taxable valuation.

YES [] NO []

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BE IT FURTHER RESOLVED, that the millage would be used to support Ingham County residents whose household income is at or below 250% of federal poverty guidelines.

BE IT FURTHER RESOLVED, that this question is hereby certified to the County Clerk.

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to place the proposal on the August 6, 2024 ballot and to be prepared and distributed in the manner required by law.

HUMAN SERVICES: Yeas: Cahill, Tennis, Trubac, Morgan, Peña, Pawar

Nays: Ruest **Absent:** None **Approved 4/22/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None **Absent:** Tennis **Approved 4/24/24**

Commissioner Cahill moved to adopt the resolution. Commissioner Morgan supported the motion.

Commissioner Ruest stated they would not be supporting the resolution as they believed there was a two year Fund Balance reserve that had been collected and wanted to put off putting the Millage in front of the voters until the reserve was used up. Commissioner Ruest further stated it was a tax increase and had many citizens in their district that were trying to hang onto their homes due to prior rate increases.

Commissioner Ruest stated that this would be an additional burden and that Ingham County already had one of the highest tax rates in the State. Commissioner Ruest further stated when the County health plans were set up, they were designed to help those under 100% of the Federal Poverty Level and most of those individuals had serious chronic illnesses.

Commissioner Ruest stated that when Healthy Michigan was passed, it was set up to replace all the County health plans and three in the State were not replaced and continued today. Commissioner Ruest further stated they would like to see the Health Services Millage follow the Medicaid qualifications, meaning an individual was a U.S. citizen or permanent resident in the State for at least five years and were under 133% of the Federal Poverty level.

Commissioner Ruest stated that Gretchen Whitmer, Michigan Governor, had stated in an interview on April 15, 2024 that if individuals were present illegally, they did not believe they should have access. Commissioner Ruest further stated they were not in favor of and non-U.S. citizens having access and having the Ingham County citizens pay for it.

Commissioner Ruest stated they believed it was the responsibility of the Federal Government. Commissioner Ruest further stated the Michigan Senate and House of Representatives both recently passed their first round of House Budget Bills and Section 615 of House Bill No. 5556 stated, "Except as required by Federal law, the Department shall not use funds appropriated in part one to provide public assistance to any individual who is not a United States (U.S.) Citizen, permanent resident, alien, or refugee."

Commissioner Ruest stated the budget bills were chaired by two well respected Democratic Legislators. Commissioner Ruest further stated they appreciated that the language had been amended to add the inclusion of those that had high deductibles, but still thought it was the responsibility of the Federal Government to cover non-citizens, especially those who had not been a resident for five years.

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Commissioner Morgan thanked the Human Services and Finance Committees for their overwhelming support and specifically Jared Cypher, Deputy Controller, for working hard on the Millage. Commissioner Morgan further stated that as they expanded and modernized this Millage to address needs that were not as acute when the language was originally drafted, and noted that the original Millage language was to support the Ingham Health Plan (IHP) and IHP did not require as much support, so this language expanded out to help those at or below 250% of the Federal Poverty Level.

Commissioner Morgan stated the Millage included those that technically had insurance but had high deductibles and those that needed mental health support. Commissioner Morgan further stated that each time a school or mall was shot up, there were calls for more mental health support, and this was an opportunity to do just that and provide a nimble response to community needs as they came up rather than being locked in to overly restrictive language.

Commissioner Trubac stated they generally appreciated diverse range of views from the Board of Commissioners and always appreciated hearing from their colleagues. Commissioner Trubac further stated that there was a comment made stating the resolution represented a tax increase, but clarified the resolution would only submit the question to the electorate and had no bearing on whether the Millage would be levied, so it was really not a tax increase.

Commissioner Maiville stated he had been around for several iterations of the Millage and he was troubled because they always had a surplus, then they would ask for a certain amount and would still wind up with a surplus. Commissioner Maiville further stated that given the surplus, he would be voting no.

Commissioner Grebner stated that the IHP began because Ingham County supported the Health Department at a higher level than other counties and the State and that the County provided services to their residents, citizens and non-citizens. Commissioner Grebner further stated that the nature of their bounty and their support was that they looked at State and Federal programs that had unfortunate edges and cracks and tried to fill them in by taking care of issues nobody else did.

Commissioner Grebner stated the County did not spend a lot of money on this and that the public spent around \$3.5 billion on healthcare and here they were talking about four to six million dollars. Commissioner Grebner further stated they were talking about two tenths of a percent of all healthcare spending in the County and they were just a dot on a larger page because they were taking care of things that otherwise got missed and caused hardship.

Commissioner Grebner stated that one reason their program was shifting in nature was because the County thought they knew what they were doing they had the ability to levy a tax, but then Obamacare got adopted and all the things they thought they would take care of, they did not. Commissioner Grebner further stated that after Hurricane Katrina, they thought hundreds of refugees from New Orleans would come to the County, but only one family did, but the County was ready for the need if it happened.

Commissioner Grebner stated that the County generally provided a higher level of care and support than elsewhere and it came down to ideological and partisan difference that the County had followed that general policy since before they were elected, so the County had been at the forefront for over 50 years. Commissioner Grebner further stated the IHP was *the* Health Plan and, bizarrely, they filed a collection of Doing Business As

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(DBA) certificates so there was the IHP DBA, the Ionia County Health Plan, Kent County Health Plan, and many others that were cloned and set up for other counties, but did not last very long.

Commissioner Grebner stated it was unclear what would be done with the money from the Millage and that by the time they collected the money, the rules will have likely changed and they would end up bailing out something they had never thought of, but they were generally in support.

Commissioner Peña stated they had the opportunity to sit on four Multi-County Boards and was well aware that when funds had come from Washington D.C., Ingham County was quick and had a pipeline to get those funds to citizens. Commissioner Peña further stated they had spoken with a Clinton County Commissioner who asked what they should do with the money coming from Washington D.C. and Commissioner Peña had told them to use it.

Commissioner Peña stated they were already a year into it and had already been spending money. Commissioner Peña further stated they were not aware of the history provided by Commissioner Grebner but stated it was evident and humbling to see that Ingham County was leaps ahead of other counties.

Commissioner Peña stated there was a little bit of money in the coffers because of the assistance received from Washington D.C. during the COVID-19 Pandemic, and not a single person could say they did not see the effects of the Pandemic. Commissioner Peña further stated now that the Pandemic was waning, the County needed to step up and the Board of Commissioners should be supportive.

Commissioner Schafer stated that when she took a look at the Health Services Millage, the original purpose had been evaporated by the Federal Government and the Millage had not been levied for two years and there was a five million dollar Fund Balance. Commissioner Schafer further stated that although she agreed with the request for the 9-1-1 Center to have a position for people that called in with mental health issues, they should not be changing the Millage language and there was funding available through the Community Mental Health Authority of Clinton-Eaton-Ingham (CMH-CEI).

Commissioner Schafer stated she personally wished the Millage was reduced and that they had seen there was a five-million-dollar Fund Balance and there was an extremely reduced need, but the Millage was not reduced but expanded with the language. Commissioner Schafer further stated she believed it would feel like a new tax on residents and the County would be levying it each year.

Commissioner Schafer stated it would be a new tax if they put it before the voters and it was approved. Commissioner Schafer further stated the issue was that they had 60% of their people living paycheck to paycheck and people were currently hurting, so reducing the Millage would have been the best case, and she was not in support of expanding the Millage language.

Commissioner Tennis stated it was true that the Millage was initially adopted prior to the Affordable Care Act (ACA) and was aimed at a different population. Commissioner Tennis further stated that when they originally wrote the Millage they strongly shackled the language, but then the ACA took care of it, so many residents were able to receive healthcare through Medicaid or the Exchange.

Commissioner Tennis stated the IHP then began to serve those not eligible for either of those options and that Lansing was a refugee catchment area and had been for over 50 years. Commissioner Tennis further stated that many of these refugees were not eligible for the other programs due to their citizenship status.

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Commissioner Tennis stated that the IHP was the only way those people could get primary healthcare and they were still people who worked at local businesses and had children who went to local schools. Commissioner Tennis further stated, as someone who believed strongly in public health as a whole and that we were only as healthy as the community, that it was important to plaster over cracks that came from decisions made in Washington D.C. or Lansing.

Commissioner Tennis stated that by unshackling the language, the Millage could be used to address needs that had emerged regardless of if they were mental health needs or related to the opioid epidemic. Commissioner Tennis further stated they were the Opioid Litigation Advisory Panel Chairperson and the opioid settlement, although helpful, would only scratch the surface of the massive issue.

Commissioner Tennis stated they believed there was a need and it was something voters had twice approved. Commissioner Tennis further stated the type of care that was provided through the Millage may have changed because life had changed in the last ten years, but it was still just as necessary as the first time it was placed on the ballot.

Commissioner Lawrence stated there were strict legal requirements that governed Millage language on a ballot and that the Health Services Millage would not be a new tax and to say that it was would be, at best, a misunderstanding and, at worst, misleading. Commissioner Lawrence further stated that when they were eight years old, their parents sponsored a Vietnamese refugee family who moved in and stayed with them for two years.

Commissioner Lawrence stated that both families remained extremely close and the weekend after the family arrived, the mother was diagnosed with malaria. Commissioner Lawrence further stated it boggled their mind to think that people would not want to help that mother.

Commissioner Lawrence stated that the mother risked her life to come to the U.S. and give her children a better life, and she now worked in a hospital in Grand Rapids. Commissioner Lawrence further stated that the mother had two children that became engineers, one that passed 15 years prior, and had a grandchild who was recently married and worked as a Social Worker for the Department of Health and Human Services (DHHS).

Commissioner Lawrence stated they were now all U.S. Citizens, but were not when they arrived. Commissioner Lawrence further stated that luckily, they were able to receive help and hoped that anyone that came to Ingham County would be able to receive the help they needed.

Commissioner Pawar stated that Commissioners Tennis and Grebner had laid the groundwork for what she believed to support the Millage and as someone with a different skin color, coming from a foreign land did not mean one wished to burden the community, but rather came for a better life. Commissioner Pawar further stated, as they were coming out of the Pandemic, they saw that health was a humanitarian need and supporting it with intention, as Ingham County had always done, was important for the residents.

Commissioner Pawar stated the Millage Fund Balance spoke volumes about how the administration was advocating for the use of the Fund dollars. Commissioner Pawar further stated she sat on the IHP Board and could see how detailed the IHP and administration were with keeping track of how funds were used, and that they were used wisely.

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Commissioner Pawar stated help was being administered to those in need, but the County was very protective of the community, the dollars, and how they were being spent. Commissioner Pawar further stated that moving forward with the Millage was in the best interest of the County because of the mental health crisis, and it was the intent of the County to be helpful.

Commissioner Morgan stated they needed to keep in mind the ACA did not do much good for those that were not Medicaid-eligible and made just above the limit, but still could not afford healthcare. Commissioner Morgan further stated that the 2024 Federal out-of-pocket maximum was \$18,900 for a family, which meant someone who made 150% of the Federal Poverty Level could be on the Health Care Exchange and still have a plan where they paid up to \$18,900 out of pocket.

Commissioner Morgan stated that it was not insurance and there were people who fell through the cracks because of the shortcomings of the ACA and its lack of a public option. Commissioner Morgan further stated the Health Services Millage would help take care of Ingham County residents rather than relying on aid coming out of Washington D.C., and Ingham County had a long history of taking care of things themselves in an efficient manner.

Commissioner Grebner stated that Ingham County had a very high Millage rate and many of the municipalities within the County also had high Millage levels. Commissioner Grebner stated that Ingham County had the highest average Millage rate of any county in Michigan.

Commissioner Johnson left at 7:15 p.m.

Commissioner Grebner stated that no other county was competitive with Ingham County's Millage rate and that with everything combined, including schools, the Capital Area Transit Authority (CATA), and everything else, they levied close to 60 mills. Commissioner Grebner further stated that it was not a requirement of the County to do this, as many other counties got by without similar programs.

Commissioner Grebner stated Ingham County was very generous and that was just how they ran. Commissioner Grebner further stated that when there were large programs specified by law, a small amount of money could go a long way towards fixing little problems on the edge, such as for insurance co-payments.

Commissioner Grebner stated they were always sympathetic to the idea that even one percent, or less, of total expenditure could be a valuable addition to the whole package because it could take care of little slipups that make life impossible for those without resources. Commissioner Grebner further stated it was crucial, even if they did not levy the Millage, to put on ballot so they had the ability to potentially levy in the future.

Commissioner Grebner stated it was very possible for them to put a Millage on the ballot and see it fail, but not possible for a Millage with language about continuation to fail, and that putting it on the ballot preserved the ability to ask voters for the money and they ought to defend that.

Commissioner Johnson returned at 7:17 p.m.

Chairperson Sebolt stated that it was true that Lansing had a federally designated Resettlement Center, and the point had been made that refugees that came to the County under certain circumstance did have access to Federal programs, but in some emergency situations they could not get access to those programs right away, as

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it was no secret that the Federal Government sometimes moved slowly. Chairperson Sebolt further stated the IHP had and could fill in gap while those individuals were waiting for the Federal Government to catch up.

Chairperson Sebolt stated that illness did not care about citizenship, immigration status, or national origin and not addressing the healthcare need put everyone at risk. Chairperson Sebolt further stated that it was not just citizens that paid taxes, but rather every resident of Ingham County, regardless of citizenship, and they had to make sure they were protecting all residents of the County.

The motion to adopt the resolution carried via a roll call vote. **Yeas:** Cahill, Celentino, Grebner, Johnson, Lawrence, Morgan, Pawar, Peña, Polsdofer, Sebolt, Tennis, Trubac. **Nays:** Maiville, Ruest, Schafer.

Absent: None.

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**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 36**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN EXTENSION TO THE INTERGOVERNMENTAL CONTRACT
WITH MID-STATE HEALTH NETWORK**

RESOLUTION #24 – 219

WHEREAS, under 2012 PA 500 and 2012 PA 501, the coordination of the provision of substance use disorder services will be transferred, no later than October 1, 2014, from existing coordinating agencies to community mental health entities designated by the Michigan Department of Health and Human Services (MDHHS) to represent a region of community mental health authorities, community mental health organizations, community mental health services programs or county community mental health agencies, as defined under MCL 300.1100a(22); and

WHEREAS, the Mid-State Health Network (MSHN) represents twelve (12) community mental health organizations in Region 5 and qualifies as an MDHHS-designated community mental health entity to coordinate the provision of substance use disorder services in Region 5; and

WHEREAS, MSHN, as an MDHHS-designated community mental health entity, is required, under MCL 330.1287(5) to establish a substance use disorder oversight policy board (SUD Policy Board) through a contractual agreement, under appropriate law, between MSHN and each of the Counties in Region 5; and

WHEREAS, through Resolution #14-386, an inter-local agreement was authorized and then extended by Resolution #19-265, and this resolution authorizes another extension of that agreement.

THEREFORE BE IT RESOLVED, that an extension to the inter-local agreement be entered into with MSHN for the establishment of a substance use disorder policy board that includes a provision for the distribution of liquor tax funds in an amount not to exceed one-half of liquor tax revenues received by Ingham County for a three-year time period beginning when the agreement is fully executed.

BE IT FURTHER RESOLVED, MSHN will provide Ingham County with substance abuse services and accounting and audit reports consistent with the requirements of the Michigan Department of Treasury, demonstrating its use of funds received from Ingham County from liquor tax revenues, which use shall be in accordance with the requirements of MCL 211.24(e).

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: Cahill, Tennis, Trubac, Morgan, Peña, Pawar, Ruest

Nays: None

Absent: None

Approved 4/22/24

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FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 37**

Introduced by the Law & Courts Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION MAKING APPOINTMENTS TO THE
INGHAM COUNTY FAMILY CENTER ADVISORY BOARD**

RESOLUTION #24 – 220

WHEREAS, several vacancies exist on the Ingham County Family Center Advisory Board; and

WHEREAS, the Law & Courts Committee interviewed those interested in serving on this Board.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby appoints:

Joshua Ramirez-Roberts, 1431 Old Mill Road, East Lansing, 48823

as the neighborhood representative for a term expiring December 31, 2025, and hereby waives the residency requirement and appoints:

Megan Mertens, 1568 Sanborn Drive, DeWitt, 48820

as a community representative for a term expiring December 31, 2026.

LAW & COURTS: Yeas: Polsdofer, Lawrence, Celentino, Maiville, Schafer

Nays: None **Absent:** Trubac, Cahill, Johnson **Approved 4/18/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 38**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH FISHBECK FOR CONSULTING SERVICES TO CONDUCT A FEASIBILITY STUDY FOR THE INGHAM COUNTY YOUTH CENTER

RESOLUTION #24 – 221

WHEREAS, the Ingham County Youth Center was built in 1986 and is a 24-bed juvenile detention facility; and

WHEREAS, the building is deteriorating and no longer meets the needs of the community; and

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

WHEREAS, per the Ingham County Local Preference Policy, a local vendor can reduce their proposal to match the lowest non-local proposal if it is within 10%; and

WHEREAS, Fishbeck, a local vendor, reduced their proposal to the lowest non-local bid of \$49,800; and

WHEREAS, the Facilities Department recommends entering into an agreement with Fishbeck for consulting services to conduct a feasibility study at an existing County property for the Ingham County Youth Center; and

WHEREAS, funds are available in the approved 2024 CIP Juvenile Justice Millage Fund Line item #264-66400-976000-24F12, which has a balance of \$750,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Fishbeck Inc., 5913 Executive Drive, Suite 100, Lansing, MI 48911, for consulting services to conduct a feasibility study for the Ingham County Youth Center at an existing County property for an amount not to exceed \$49,800.

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

LAW & COURTS: Yeas: Polsdofer, Lawrence, Celentino, Maiville, Schafer

Nays: None

Absent: Trubac, Cahill, Johnson

Approved 4/18/24

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None

Absent: None

Approved 4/23/24

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FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 39**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING DA'NEESE WELLS

RESOLUTION #24 – 222

WHEREAS, Da'Neese Wells graduated from Michigan State University in 1998 with Bachelor of Arts degree in Criminal Justice; and

WHEREAS, Da'Neese got her start in the probation field in 1999 as a limited term district court probation officer in Shiawassee County, and served as a district court probation officer in Jackson County from 1999 to 2003; and

WHEREAS, Da'Neese Wells began her career with Ingham County on November 10, 2003, as a Probation Officer for the 55th District Court and was promoted to Chief Probation Officer/Special Courts Coordinator in 2010; and

WHEREAS, Da'Neese was instrumental in designing, implementing, and coordinating the 55th District Court's Mental Health Court Program; and

WHEREAS, Da'Neese served as project director for the Court's Mental Health and Sobriety Court programs and was responsible for overseeing all aspects of the Court's specialty court programs; and

WHEREAS, Da'Neese's extensive knowledge, experience, and expertise served to enhance both specialty court programs and were invaluable in specialty court case management discussions; and

WHEREAS, Da'Neese served on several committees representing the 55th District Court, resulting in the advancement of the Court, its probation department, and the field of probation; and

WHEREAS, Da'Neese served on the Ingham Opioid Litigation Advisory Panel and as a member of the Ingham Opioid Abuse Prevention Initiative, including leading the associated Harm Reduction subcommittee; and

WHEREAS, Da'Neese fostered and maintained numerous community partner relationships, which allowed for the availability of a wide array of community resources for individuals in need; and

WHEREAS, Da'Neese's passion and commitment to a Recovery Oriented Systems of Care (ROSC) model have been instrumental in assisting thousands of Ingham County residents who have struggled with substance use disorders to seek a life of recovery; and

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WHEREAS, Da’Neese’s passion and commitment to Mental Health Court have assisted Ingham County residents struggling with mental health issues to enhance their daily function and improve their quality of life; and

WHEREAS, Da’Neese has continually demonstrated leadership, teamwork, and a solid work ethic throughout her tenure with the Court; and

WHEREAS, Da’Neese’s retirement as Chief Probation Officer/Specialty Court Coordinator is effective April 26, 2024.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Da’Neese Wells for twenty years of dedicated service to the 55th District Court and the citizens of Ingham County.

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

LAW & COURTS: Yeas: Polsdofer, Lawrence, Celentino, Maiville, Schafer
Nays: None **Absent:** Trubac, Cahill, Johnson **Approved 4/18/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** Tennis **Approved 4/24/24**

Commissioner Polsdofer moved to adopt the resolution. Commissioner Lawrence supported the motion.

The motion to adopt the resolution carried unanimously.

Commissioner Polsdofer stated the resolution was to honor Da’Neese Wells, Chief Probation Officer and Special Courts Coordinator, for their 20 years of service to Ingham County. Commissioner Polsdofer further stated that Wells performed a number of roles within the 55th District Court and that as someone on the Law and Courts Committee and Opioid Litigation Advisory Panel, he could personally speak to Wells’ input and grounding, and that Wells provided a historical perspective that helped to keep a good focus on the issues of moving forward as well as getting Requests for Proposals (RFP) out for settlement funds.

Judge Allen explained how they came to know Wells and provided a story about them. Judge Allen further stated that Wells knew, instinctively, that working together on behalf of the people they served was the proper approach and they did not need to wait for some title from Washington D.C. or the State to do what they needed to do, and that they had a phenomenal partnership.

Wells stated the Board of Commissioners had made everything they had done possible. Wells further shared a story about their son and the importance of local government.

Wells stated they had watched Board of Commissioners meetings for years and thought this was where it happened and nothing proved it better than the robust conversation that evening. Wells further stated they were in awe of the careful consideration that was given by the Board of Commissioners, no matter their opinion on the topic.

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Wells stated the Board of Commissioners could go from healthcare to the Drain Commission, to another topic, and it was so far beyond one person's expertise, but they collaborated and made incredibly important decisions of which the 55th District Court and the people they served were the beneficiaries. Wells further stated that they had gone to trainings and collaborated with colleagues across the State and was always proud to talk about where they worked and the support of the Board of Commissioners.

Wells stated they knew the Commissioners' faces and had been talking to them for years. Wells further stated they had spoken with colleagues from across the State who did not know their Commissioners and could not come in and watch.

Wells stated the Board of Commissioners' support, decision making, and progressive policies had made their job, personal life, and neighborhood better all these years.

Chairperson Sebolt thanked Wells for their years of service.

Commissioner Tennis stated that Ingham County was different than other counties and that they had not been on the Law and Courts Committee for 17 years, yet felt like they knew Wells and could depend on them. Commissioner Tennis further stated that it went to show how integrated law enforcement, healthcare, human services, and many other programs were with the County and they treated crime with a lens towards rehabilitation and health, as punishment only went so far.

Commissioner Tennis stated that they needed to be tough, but have tough love, and they were sorry to see Wells leave because they had been integral in those systems, and appreciated them very much.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 40**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE PURCHASE OF A 2024 FORD EXPLORER

RESOLUTION #24 – 223

WHEREAS, the Ingham County Sheriff’s Office has a fleet of patrol vehicles used for calls for service, traffic enforcement, transportation, and service to the community; and

WHEREAS, Michigan Municipal Risk Management Authority determined Vehicle 2, VIN 1FM5K8AB1LGA83203, a fully marked 2020 Ford Explorer was a total loss after it crashed on February 1, 2024; and

WHEREAS, Michigan Municipal Risk Management Authority determined Vehicle 8, VIN 1FAHP2MK8FG151826, a fully marked 2015 Ford Taurus was a total loss after it crashed on February 2, 2024; and

WHEREAS, Michigan Municipal Risk Management Authority paid Ingham County \$31,000 as the insurance settlement for Vehicles 2 and 8; and

WHEREAS, the Ingham County Sheriff’s Office would like to purchase and equip a 2024 Ford Explorer for \$59,666.97 to replace these vehicles with one new vehicle; and

WHEREAS, the vehicle will be purchased from Lunghamer Ford (previously Signature Ford), 1960 E. Main St. Owosso, MI 48867, for \$43,325 and the emergency equipment and installation will be purchased for Mid-Michigan Emergency Equipment, 6426 Savanna Way, Holt, MI 48842 for \$16,341.97; and

WHEREAS, the purchase of the vehicle is necessary to maintain a modern vehicle fleet; and

WHEREAS, the remaining amount of \$28,666.97 shall be deducted from county contingency funds #10194100-969220.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes the purchase of a 2024 Ford Explorer in an amount not to exceed \$43,325 from Lunghamer Ford and the equipping of the vehicle in an amount not to exceed \$16,341.97 from Mid-Michigan Emergency Equipment.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners directs the Controller to make the necessary adjustments to the 2024 Sheriff’s Office budget consistent with this resolution.

LAW & COURTS: Yeas: Polsdofer, Lawrence, Celentino, Maiville, Schafer

Nays: None

Absent: Trubac, Cahill, Johnson

Approved 4/18/24

APRIL 30, 2024 REGULAR MEETING

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None

Absent: Tennis

Approved 4/24/24

Adopted as a part of the consent agenda.

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**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 41**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE UPGRADE TO COURTROOM AUDIO PROCESSOR AND
OTHER COURTROOM TECHNOLOGY IN THE PROBATE COURT**

RESOLUTION #24 – 224

WHEREAS, like the Circuit Court, the Probate Court has an interconnected system of courtroom technology reliant on compatible hardware and software; and

WHEREAS, Smart Home/Smart Office is the current vendor servicing courtrooms at the Veterans Memorial Courthouse; and

WHEREAS, Smart Home/Smart Office is on the MiDeal Extended Purchasing Program for Conference Room/Training Room Audio Visual Equipment and Installation, Contract #190000001422 expiring on August 31, 2024; and

WHEREAS, Smart Home/Smart Office has submitted a proposal to upgrade the audio processor in Courtroom 1 to improve the functionality of recording technology; and

WHEREAS, Smart Home/Smart Office, in their scope of work, will provide four (4) cameras, add 10 new microphones and mixer, a new wireless microphone, a new assistive listening system and transmitters, among other items; and

WHEREAS, the technology is vital to efficient court processing and preserving a clear record of proceedings; and

WHEREAS, Capital Improvement Project funds are available to support the project: 664-14899-979000 (courtroom updates) and 664-14899-97800 (court recording upgrades).

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves entering into an agreement with Smart Home/Smart Office for the work identified in their scope of work in an amount not to exceed \$30,923.09 to be paid from line items 664-14899-979000 and 664-14899-97800.

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

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

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LAW & COURTS: Yeas: Polsdofer, Lawrence, Celentino, Maiville, Schafer
Nays: None **Absent:** Trubac, Cahill, Johnson **Approved 4/18/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 42**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE ADDITIONAL FUNDING AUTHORIZATION FOR THE INGHAM COUNTY JUSTICE COMPLEX

RESOLUTION #24 – 225

WHEREAS, on August 7, 2018 the electorate of Ingham County approved the Justice Millage to build a new Ingham County Justice Complex (ICJC); and

WHEREAS, Resolution #18-391 authorized the construction of the ICJC with a projected cost to construct, equip, and finance (fees and borrowing costs) in an amount not to exceed of \$101,673,278; and

WHEREAS, Resolution #23-185 approved an additional \$2,810,215 in Justice Millage fund balance to bring the total project cost to \$81,993,020; and

WHEREAS, the ICJC is currently projected to exceed the \$81,993,020 budget by \$622,705 due to costs incurred as a result of the unforeseen failure of the city lift station during the design and construction of a permanent sanitary auger solution and non-budgeted project additions; and

WHEREAS, there is funding available in the Justice Millage, which has a 2023 year-end fund balance of \$3,216,632 to cover the \$622,705 projected overage.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the Ingham County Building Authority to utilize an amount not to exceed of \$622,705 from the existing Justice Millage fund balance to complete the ICJC project.

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

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

LAW & COURTS: Yeas: Polsdofer, Lawrence, Celentino, Maiville, Schafer

Nays: None

Absent: Trubac, Cahill, Johnson

Approved 4/18/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None

Absent: Tennis

Approved 4/24/24

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 43**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE THE SUBMISSION OF A GRANT APPLICATION AND TO
CONTRACT WITH THE MICHIGAN DEPARTMENT OF CORRECTIONS FOR
INGHAM COUNTY/CITY OF LANSING COMMUNITY CORRECTIONS AND
PROGRAM SUBCONTRACTS FOR FY 2024-2025**

RESOLUTION #24 – 226

WHEREAS, the State Community Corrections Advisory Board, the Ingham County Board of Commissioners, and the City of Lansing approved the original Ingham County/City of Lansing Community Corrections Comprehensive Plan in 1991; and

WHEREAS, the Community Corrections Advisory Board (CCAB) approved the Funding Application and Plan for FY 2024-2025; and

WHEREAS, the FY 2024-2025 Application provides for the following CCAB Plans and Service programming: Relapse Prevention and Recovery (\$71,918) to be provided by Clinton, Eaton, and Ingham Community Mental Health Authority (CEI-CMH); Moral Recognition Therapy (MRT) Cognitive Change Groups (\$27,250) to be provided by Prevention and Training Services; Domestic Violence Intervention Groups (\$40,000) to be provided by Prevention and Training Services; Opioid Specific Program services (\$30,000) to be provided by Tri-County Community Adjudication Program (TRI-CAP); CHOICES programming (\$40,000) to be provided by Northwest Initiative — Advocacy Resources Re-entry Outreach (ARRO); and Electronic Monitoring Services for Pretrial defendants (\$9,317) to be provided by Judicial Services Group, Ltd., for a subcontracted program total of \$218,485 for the time period of October 1, 2024 through September 30, 2025; and

WHEREAS, the FY 2024-2025 Application also provides funding for a full-time Pretrial Services Investigator (\$142,609) to enhance the community supervision capacity of 30th Circuit Court Pretrial Services and for CCAB Administration in the amount of \$104,000 for a Plans and Services total of \$465,094 for the time period of October 1, 2024 through September 30, 2025; and

WHEREAS, pursuant to the FY 2024-2025 Application, the County may enter into subcontracts for the purpose of implementing Plans and Services programs and services identified in the Community Corrections Plan and Application; and

WHEREAS, the Subcontractors for Plans and Services programming are willing and able to provide the services that the County requires.

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THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes submission of the Grant Application and, upon State approval, entering into an Agreement with the Michigan Department of Corrections for Ingham County/City of Lansing Community Corrections for FY 2024-2025 in the amount of \$465,094 in CCAB Plans and Services and Administration funds for the time period of October 1, 2024 through September 30, 2025.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes entering into subcontracts for CCAB Plans and Services programming from October 1, 2024 through September 30, 2025 with Prevention and Training Services for the cost of MRT Change Groups for a cost not to exceed \$27,250; with Prevention and Training Services for the cost of Domestic Violence Intervention Groups for a cost not to exceed \$40,000; with TRI-CAP for the cost of Opioid Specific Program services not to exceed \$30,000; with CEI-CMH for the cost of Relapse Prevention and Recovery services not to exceed \$71,918; with Northwest Initiative - ARRO for the cost of CHOICES program services not to exceed \$40,000; and with Judicial Services Group. Ltd. for the cost of electronic monitoring services for Pretrial defendants not to exceed \$9,317.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the increased CCAB Plans and Services funding of a full-time Pretrial Services Investigator position at the ICEA Pro 06 salary grade not to exceed \$142,609 including fringe benefits.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes CCAB Plan and Services funding in an amount not to exceed \$104,000 for CCAB Administration.

BE IT FURTHER RESOLVED, that entering into the subcontracts and maintaining the Pretrial Services Investigator position are contingent upon entering into the Agreement with the State.

BE IT FURTHER RESOLVED, that the subcontracts and Pretrial Services Investigator position are contingent throughout the subcontract period on the availability of grant funds from the State of Michigan for these purposes.

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

LAW & COURTS: Yeas: Polsdofer, Lawrence, Celentino, Maiville, Schafer

Nays: None

Absent: Trubac, Cahill, Johnson

Approved 4/18/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None

Absent: Tennis

Approved 4/24/24

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 44**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO REQUEST THE GOVERNOR TO AUTHORIZE A GRANT FROM THE STATE
DISASTER CONTINGENCY FUNDS FOR THE AUGUST 2023 STORMS**

RESOLUTION #24 – 227

WHEREAS, the County of Ingham, Michigan is a political subdivision within the State of Michigan with an official Emergency Operations plan in compliance with Section 19 of the Emergency Management Act, Act 390, Public Acts of 1976, as amended; and

WHEREAS, the County of Ingham sustained severe losses of major proportions brought on by the August 24, 2023 tornado and severe storms resulting in the following conditions: numerous vehicles and semi-trucks being overturned along I-96 resulting in injuries and a fatality, damaged structures and residences, severe damage to trees and power lines, and heavy deposits of debris obstructing many roadways and county drains; and

WHEREAS, the County of Ingham certifies that the County Emergency Operations Plan was implemented at the onset of the disaster on August 24, 2023 at approximately 2100 hours and all applicable disaster relief forces identified therein were exhausted; and

WHEREAS, as a direct result of the disaster, public damage and expenditures were extraordinary and placed an unreasonably great financial burden on the County of Ingham totaling an estimated \$874,065.92.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners requests the Governor authorize a grant to the County of Ingham from the State Disaster Contingency Fund pursuant to Section 19, Act 390, Public Acts of 1976, as amended.

BE IT FURTHER RESOLVED, that Emergency Manager Sergeant Robert Boerkoel is authorized to execute for and on behalf of the County of Ingham the application for financial assistance and to provide to the State any information required for that purpose.

LAW & COURTS: Yeas: Polsdofer, Lawrence, Celentino, Maiville, Schafer

Nays: None

Absent: Trubac, Cahill, Johnson

Approved 4/18/24

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None

Absent: Tennis

Approved 4/24/24

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 45**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A ONE-YEAR AGREEMENT WITH PERIMETER INC.

RESOLUTION #24 – 228

WHEREAS, the Ingham County Office of Emergency Management is tasked with coordinating an effective response during times of disaster and emergent situations and planned events; and

WHEREAS, leveraging innovative technology serves as a force multiplier to enhance and optimize the effectiveness of a response and recovery; and

WHEREAS, Perimeter Inc. offers an innovative all-hazards collaboration software mapping solution to address effective life safety strategies during a disaster response and recovery, planned events, and day-to-day operations; and

WHEREAS, the Perimeter Platform enhances Emergency Management, Incident Command and First Responder situational awareness to lead an effective response while mapping critical real-time information that can be provided to residents and visitors in Ingham County; and

WHEREAS, Perimeter Inc. is a sole source vendor for the Perimeter Platform with no other known similar software vendors; and

WHEREAS, the total expenditure for this proposal is \$5,000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a one-year agreement with Perimeter Platform for \$5,000 utilizing funding from the Emergency Management - Special Projects and Ingham County Sheriff's Office - Field Services accounts.

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

LAW & COURTS: Yeas: Polsdofer, Lawrence, Celentino, Maiville, Schafer
Nays: None **Absent:** Trubac, Cahill, Johnson **Approved 4/18/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

APRIL 30, 2024 REGULAR MEETING

**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 46**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE SINGLE PLACING AGREEMENTS WITH
VARIOUS RESIDENTIAL PLACEMENTS**

RESOLUTION #24 – 229

WHEREAS, the Ingham County Circuit Court Juvenile Division, after hearing testimony and making findings, may issue an order placing juveniles in an appropriate treatment facility; and

WHEREAS, the Ingham County Circuit Court Juvenile Division would like to enter into Single Placing Agreements with various Rite of Passage programs for the purpose of providing treatment intervention to adjudicated delinquent youth; and

WHEREAS, entering into Single Placing Agreements will allow for youth to be committed to residential programming in a timely manner; and

WHEREAS, the Ingham County Circuit Court Juvenile Division conducts ongoing examination of the treatment facilities to ensure services are being delivered appropriately and effectively.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes an agreement with Rite of Passage for the care and treatment services of Court adjudicated youth not to exceed the per diems listed in the attachment to this resolution for the time period of October 1, 2023 through September 30, 2026.

BE IT FURTHER RESOLVED, that the funds for these placements will come from the Family Division's Private Institution line item within the Child Care Fund.

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

LAW & COURTS: Yeas: Polsdofer, Lawrence, Celentino, Maiville, Schafer
Nays: None **Absent:** Trubac, Cahill, Johnson **Approved 4/18/24**

FINANCE: Yeas: Grebner, Morgan, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** Tennis **Approved 4/24/24**

Adopted as a part of the consent agenda.

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**Ingham County Circuit Court – Juvenile Division
Residential Placements**

PLACEMENT NAME	PER DIEM RATES
Rite of Passage: Canyon State Academy	Not to exceed \$300.00
Rite of Passage: Lake Granbury	Not to exceed \$350.00
Rite of Passage: Sierra Sage Treatment Center	Not to exceed \$475.00
Rite of Passage: Willard Peak	Not to exceed \$425.00

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**ADOPTED – APRIL 30, 2024
AGENDA ITEM NO. 47**

Introduced by the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION HONORING ALFREDA SCHMIDT

RESOLUTION #24 – 230

WHEREAS, Alfreda Schmidt was raised in Dansville, Michigan where she graduated from Dansville High School in 1944 and then attended the University of Michigan, Michigan State University and Central Michigan University, in 1951, she married Frank Schmidt; and

WHEREAS, she served as an Ingham County Commissioner from 1979 until her resignation in 1981 and again in November of 1998 through 2000; and

WHEREAS, Alfreda served on the Lansing City Council from 1981 to 1993, where she was instrumental in the widening of South Cedar Street, the expansion of Edgewood Boulevard in South Lansing and the establishment of an access road into the Lansing General/Ingham Medical Center Pennsylvania campus; and

WHEREAS, Alfreda also played a very instrumental role in the construction of the playground at Hawk Island Park and the Maplewood Women’s Shelter, among many other community projects, in 2012, in recognition of her immeasurable contributions, the City of Lansing rededicated the Southside Community Center to her, it is now known as the Alfreda Schmidt Community Center; and

WHEREAS, she was an active member of the South Lansing Business Association, a former member of the Lansing Board of Fire Commissioners, Ingham County Fair Board and the leader of countless community projects, Alfreda was one the first women to join Kiwanis in 1989 and was named Kiwanian of the Year in 2003; and

WHEREAS, veterans were always close to her heart as she advocated for projects including Wreaths Across America, reestablishing a wreath laying ceremony on Veteran’s Day at the State Capital and Little Arlington Veteran’s Memorial Evergreen Cemetery and initiating Veteran’s Appreciation Day at the Ingham County Fair.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby honors Alfreda Schmidt for her many years of outstanding service as a member of the Ingham County Board of Commissioners and the Lansing City Council and for her leadership and endless contributions to the Greater Lansing area.

BE IT FURTHER RESOLVED, that Alfreda’s dedication and devotion to the community will have an everlasting impact on the many lives she has touched and she will live forever in the hearts of her colleagues, friends and family.

Commissioner Schafer moved to adopt the resolution. Commissioner Tennis supported the motion.

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Commissioner Schafer stated that Schmidt was an amazing woman and met them at the Mid-Michigan Women's Republican Club, of which Schmidt strongly supported for years. Commissioner Schafer further stated that Schmidt had become a mentor to her with all their strength and years of services.

Commissioner Schafer stated that Schmidt was always smiling and it was a gift to know them.

Commissioner Peña stated they had the honor of attending Schmidt's service at the Alfreda Schmidt Community Center and while they did not agree with Schmidt on everything, they were always kind and friendly. Commissioner Peña further stated that they had the honor of inviting Schmidt to the Fair Board VIP opening ceremony dinner.

Commissioner Peña stated that last month, Schmidt presented a plaque for veterans at Lansing's Little Arlington within the Evergreen Cemetery. Commissioner Peña further stated that the County was well-represented, with many individuals from the Veteran's Affairs Board, CMH-CEI, and County Parks Department, attending Schmidt's funeral.

Commissioner Peña stated that Schmidt realized mental health was important and they were also instrumental with Hawk Island Park. Commissioner Peña further stated there was a capacity of good hearts in their midst that could calm the ravaged soul and a person walking in a park was less likely to conduct crime.

Commissioner Peña further stated representatives from the TCOA also attended Schmidt's funeral and although Schmidt had not been a County Commissioner for a long time, they were followed by many County staff.

Commissioner Cahill stated the monument in Lansing's Little Arlington was quite large and it was put up two weeks before Schmidt passed. Commissioner Cahill further stated they had helped Schmidt look for a tree dedicated to Schmidt's father last year that was no longer standing at the Ingham County Fairgrounds and asked if they could get a tree planted for Schmidt and their father.

Commissioner Cahill stated that Schmidt drove all the streets of their district once a week when they were a Lansing City Council member, which was pretty amazing.

Commissioner Tennis stated that Schmidt had been one of their constituents for ten years from 2012 to 2022 and wanted to relay what a wonderful and delightful person they were. Commissioner Tennis further stated that Schmidt was never shy about inviting Commissioner Tennis to things they were doing and that they often gave Schmidt a ride, as one did for someone like Schmidt.

Commissioner Tennis stated Schmidt really cared about the community and that they would miss them and they would always have a place in their heart.

Commissioner Peña provided a story about Schmidt.

The motion to adopt the resolution carried unanimously.

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SPECIAL ORDERS OF THE DAY

Commissioner Lawrence moved to reappoint Corrine Schurz Clark to the Veterans Affairs Committee. Commissioner Celentino supported the motion.

The motion carried unanimously.

PUBLIC COMMENT

Edward Hude, Aurelius Township resident, stated they were present to express concern about safety of the Columbia Road and College Road intersection. Hude further stated they wished to be active in the investigation and resolution of the Road Departments plans for the intersection.

Hude stated they had reached out to Commissioner Ruest, Commissioner Maiville and the Vevay and Aurelius Township Managers. Hude further stated they realized nothing would happen that evening and thanked the Board of Commissioners for their service to the County.

Jacob Russell, District Six County Commissioner Candidate, thanked the Board of Commissioners for passing the responsibility for continuing the Health Services Millage on to the public and that it was important to them that choices were heard and that democracy, even at the lowest level, was important. Russell further stated there were several communities that went without being seen or heard and many were refugees or children, and as a young father, they saw it in their peers.

Russell stated there was a severe endemic of mental health issues, of which depression and anxiety were the most severe. Russell further stated the Millage would prepare them to better serve the community and was the government's responsibility to help take care of the community and every dollar would be beneficial.

Russell stated they were in support of the Millage and an astute spender would limit the surplus for unexpected expenditures or a rainy-day fund and put as much money back into the community while making sure nobody fell through the cracks.

COMMISSIONER ANNOUNCEMENTS

Commissioner Peña stated the Board of Commissioners had just adopted a resolution for Arbor Day and they had attended a tree planting ceremony on Arbor Day and wanted to relay appreciation from the school staff to Commissioner Cahill, the Mayor's Office, and stated that City of Lansing staffer Mark Lawrence was there. Commissioner Peña further stated it was nice to know that the Mayor's Office took interest in their schools and thanked those that attended.

Commissioner Pawar stated she went to the Potter Park Zoo tree planting event and it was wonderful to see that there were at least three classes present. Commissioner Pawar further stated the education that was provided by the Potter Park Zoo staff was immense.

Commissioner Pawar stated she was thankful to have attended the Michigan Association of Counties (MAC) Conference, and that even though they would only be a Commissioner until the end of the December, she still took learning opportunities provided to her as a Commissioner and to residents. Commissioner Pawar further stated that Chairperson Sebolt had provided opening remarks at the MAC Conference and though their speech

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was only five minutes, throughout the entire day they were asked how Ingham County was doing various things.

Commissioner Pawar stated that Ingham County led with intention and it made her feel good to be from the County. Commissioner Pawar further stated that not only was the Board of Commissioners asked about by those at the conference, but the Controller's Office as well.

Commissioner Pawar stated a keynote speaker had said there was a time to talk and a time to listen, and she was taking the chance to talk whenever she could, but also assured that she was taking the time to listen.

Commissioner Pawar further stated that after reflecting on the messages from the conference, she learned she was very fortunate from her very first day after taking the Oath of Office, to have reached her life goal of being the dumbest person in the room, and had learned something at each meeting she had attended since.

Commissioner Pawar stated she looked at some of the key points of the conference and saw that some counties did not listen to each other or share, but Ingham County did both of those very well. Commissioner Pawar further stated that robust discussions was how the Board of Commissioners could move forward together.

Commissioner Pawar stated something regarding Meridian Township had come up and Commissioner Polsdofer had already taken action and it was sent to administration and it was already being sent back saying it was for a Community Funding project requesting a letter of support. Commissioner Pawar further stated an award winner at the conference had advised to be a good student of your craft, and that meant to her that they were all students of their crafts and she had learned from many of the Commissioners.

Commissioner Cahill stated that this year's Arbor Day had been one of the best since the Potter Park Zoo took over Arbor Day because the Michigan Arbor Day Alliance Committee and Michigan Department of Natural Resources were groups they had partnered with before the Pandemic eliminated that. Commissioner Cahill further stated they had planted five trees and worked with Pattengill Biotechnical School and the Forestry Department, who had so much fun.

Commissioner Cahill stated they moved 12 cubic yards of mulch and provided an overview of the work they did at the school. Commissioner Cahill further stated that the Alpha Kappa Alpha Sorority, one fraternity member, and the Vice-Principal of the school were present as well.

Commissioner Cahill stated on Saturday April 27, 2024, they planted trees at the Neighborhood Empowerment Center with the Alpha Kappa Alpha Sorority as well.

Commissioner Maiville stated that Commissioner Pawar's comment about working together reminded them they needed to call out David Droscha, Aurelius Township Supervisor, in regards to the open communication on some of the Road Department issues that were occurring between two townships. Commissioner Maiville further stated that Kelly Jones, Road Department Director, and Gregg Todd, Controller, had open communication on what was happening there.

Commissioner Johnson stated they were actually in Chicago for their birthday and took the Amtrak.

Commissioner Polsdofer wished Commissioners Johnson and Peña happy birthday.

Discussion.

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CONSIDERATION AND ALLOWANCE OF CLAIMS

Commissioner Morgan moved to pay the claims in the amount of \$4,593,361.40. Commissioner Maiville supported the motion.

The motion carried unanimously.

Adjournment

The meeting was adjourned at 7:48 p.m.

Introduced by County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

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

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

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None

Absent: None

Approved 5/07/24

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

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

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

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

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer
Nays: None **Absent:** None **Approved 5/07/24**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

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

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

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

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

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

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

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer
Nays: None **Absent:** None **Approved 5/07/24**

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** None **Approved 05/08/24**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None

Absent: None

Approved 5/07/24

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None

Absent: None

Approved 05/08/24

INGHAM COUNTY, MICHIGAN



INGHAM COUNTY

PACE PROGRAM REPORT

Approved November 13, 2012

Amended June 12, 2018

Amended February 13, 2024

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

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INTRODUCTION

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

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

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

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

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

INGHAM PROGRAM REPORT

1. Form of PACE Contract

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

2. Authorized Official/PACE Administrator

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

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

3. Financing Parameters

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

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

4. Application Process/Eligibility Requirements

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

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

5. Financing Terms of Assessments

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

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

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

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

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

6. Assessment Collection Process

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

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

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

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

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

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

7. Financing Program

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

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

8. Reserve Fund

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

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

9. Fee Schedule

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

10. Useful Life

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

11. Property Eligibility Parameters

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

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

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

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

12. Mortgagee Consent Requirement

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

13. Marketing Program

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

14. Quality Assurance and Antifraud Measures

LAGM includes the following quality assurance and antifraud measures:

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

15. Energy Audit or Energy Modeling Requirement

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

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

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

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

17. Amendments to the Program

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

APPENDIX A
SPECIAL ASSESSMENT AGREEMENT

SPACE ABOVE FOR RECORDING

PURPOSES _____

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

by and among

INGAHM COUNTY, MICHIGAN

and

PROPERTY OWNER

and

PACE LENDER

Dated: _____

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APPENDIX:

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

PACE SPECIAL ASSESSMENT AGREEMENT
(OWNER-ARRANGED FINANCING)

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

RECITALS:

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

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

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

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

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

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

ARTICLE I DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE II
DESCRIPTION OF IMPROVEMENTS**

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

**ARTICLE III
COVENANTS OF THE PROPERTY OWNER**

Section 3.01 Acquisition, Construction, and Installation of Improvements.

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

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

ARTICLE IV
PACE SPECIAL ASSESSMENT

Section 4.01 PACE Special Assessment Created.

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

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

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

Rate or the Default Rate, as the case may be, as provided in Section 4.01(b) of this Agreement. In pursuance of the foregoing, the County, the Property Owner and the Lender agree that, except as provided in Section 4.05 of this Agreement, (i) all installments of the Special Assessment, whether payable in accordance with the Payment Schedule or upon prepayment of the Special Assessment in whole or in part in accordance with Section 4.06 of this Agreement, together with all payments of interest due and payable upon the Special Assessment Roll at the Applicable Interest Rate or the Default Rate, as the case may be, shall be paid by the Property Owner directly to the Lender when due at such address in the United States as may be designated by the Lender in writing to the Property Owner and the County; (ii) the County shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the County or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll; and (iii) absent receipt by the County of written notice from the Lender of a payment default in accordance with Section 4.05 hereof, the County shall be entitled to conclusively presume that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement.

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

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

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

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

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

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

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

Section 4.05 Payment Default.

(a) If any installment of the Special Assessment or interest due on the Special Assessment Roll shall not have been paid by the Property Owner to the Lender, as assignee of the County, at the time and in the amount required by Section 4.01 hereof (a "Payment Default"), the Lender shall, within thirty (30) days following the date such sums were due and payable (the "Payment Default Date"), deliver written notice to the County stating all of the following: (i) that a Payment Default has occurred under this Agreement; (ii) the Payment Default Date; (iii) the amount of the Special Assessment that was due and payable as of the Payment Default Date and which remains unpaid and the amount of interest on the Special Assessment Roll that was due and payable as of the Payment Default Date and which remains unpaid (collectively, the "Payment Default Amount"); and (iv) an attestation by an authorized officer of the Lender that the statements contained in the foregoing notice are true, correct and complete as of the date of such notice. Upon receipt of such notice from the Lender, the County shall take such actions as may be required to cause the Payment Default Amount to be certified for collection on the summer or winter tax bill next succeeding the Payment Default Date, and such Payment Default Amount shall be collected at the same time and in the same manner as is prescribed for the collection of the County taxes under the General Property Tax Act and the ordinances of the County. The

County may assess a fee for delinquent taxes, interest, penalties, and fees as provided under the General Property Tax Act, MCL 211.78 *et. seq.* Notwithstanding the foregoing provisions of this Section 4.05(a), if the County shall determine that the notice of the Lender described in this Section 4.05(a) was not received by the County in sufficient time to permit the Payment Default Amount to be placed for collection on the summer or winter tax bill next succeeding the Payment Default Date, such Payment Default Amount shall be certified for collection on the next summer or winter tax bill issued thereafter. The County shall be entitled to conclusively rely upon any notice of the Lender delivered pursuant to this Section 4.05(a) as to the existence of a Payment Default and as to the Payment Default Amount and shall not be liable to the Property Owner or to any other person for any action taken by the County pursuant to the terms of this Agreement or otherwise in reliance upon the information contained in such notice. Absent receipt by the County of written notice from the Lender of a Payment Default in accordance with this Section 4.05(a), the County shall be entitled to presume conclusively that all installments of the Special Assessment and all payments of interest due and payable on the Special Assessment Roll have been made by the Property Owner to the Lender when due as required by the terms of this Agreement, and the County shall have no obligation or duty to include any installments of the Special Assessment on any tax bill issued by the County or to bill, collect or remit to the Lender any installments of the Special Assessment or any interest due and payable upon the Special Assessment Roll.

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

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

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

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

Section 4.07 Invalidity; Cure. In the event of any invalidity of the Special Assessment, the Authorized Official, at the request of the Lender, and if the County shall have received indemnity satisfactory to the Authorized Official for its costs and expenses (including reasonable attorneys' fees), shall cause a new

Special Assessment to be made for all or any part of the Improvements in accordance with the PACE Statute and the PACE Program as reasonably determined by the Authorized Official. The Property Owner, on behalf of itself and its successors in interest, lessees, purchasers, and assigns, hereby waives any objections to and agrees to the imposition of such new Special Assessment; *provided, however*, that the amount of the new Special Assessment shall not exceed the unpaid principal amount of the Loan at the time the new Special Assessment shall be established.

Section 4.08 County or County Treasurer Becoming Owner of the Special Assessment Parcel. In the event that the County Treasurer takes ownership of the Special Assessment Parcel by operation of law, the County Treasurer and the Lender agree that while the lien on the Special Assessment Parcel will remain in full force and effect, and all principal, interest, penalties, fees, and other charges, either based on Michigan Compiled Laws or the Loan Documents will continue to accrue during the period of time that the County Treasurer owns the Special Assessment Parcel. No loan or special assessment payments, including interest, penalties, fees, or other charges, are required to be paid or will be accrued by the County Treasurer to the Lender. Any and all principal, interest, penalties, fees, and other charges which accrue during the period by which the County Treasurer own the Special Assessment Parcel will, in the sole and unlimited discretion of the Lender, either be: (1) considered immediately due and payable by any person or entity who purchases the Special Assessment Parcel from the County Treasurer, and no sale or transfer of the Special Assessment Parcel is valid unless and until all principal, interest, penalties, fees, and other charges have been paid by the subsequent owner of the Special Assessment Parcel; or (2) capitalized into the outstanding principal balance of the Special Assessment, causing the Lender to provide a revised Payment Schedule in an amount necessary to amortize the new outstanding principal balance of the Special Assessment over the remaining number of payments. The lien created by the Special Assessment shall not be extinguished or released until all necessary principal and interest payments, as well as all penalties, fees, and other charges, as determined solely by Lender, have been paid and received by Lender.

ARTICLE V
CONDITIONS PRECEDENT

Section 5.01 Conditions Precedent to the County's Obligations.

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

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

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

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

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

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

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

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

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

ARTICLE VI
REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties of the County.

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

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

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

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

Section 6.02 Representations and Warranties of the Property Owner.

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

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

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

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

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

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

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

Section 6.03 Representations and Warranties of the Lender.

The Lender represents and warrants to the County that:

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

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

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

ARTICLE VII DEFAULT

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

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

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

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

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

ARTICLE VIII MISCELLANEOUS

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

Section 8.02 Assignment.

(a) Except as otherwise provided herein and as provided in Section 8.02(b) hereof, no party to this Agreement may transfer, assign, or delegate to any other person or entity all or any part of its rights or

obligations arising under this Agreement without the prior written consent of the other parties hereto excepting as otherwise expressly provided herein.

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

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

If to Ingham County:

Ingham County
Ingham County Court House
P.O. Box 215
Mason, MI 48854
Attn: Ingham County Treasurer

With a copy to:

Ingham County
Ingham County Court House
P.O. Box 319
Mason, MI 48854
Attn: Corporation Counsel

With a copy to: Ingham County PACE Administrator
Lean & Green Michigan
500 Temple Street, Suite 6270
Detroit, MI 48201

If to the Property Owner: PROPERTY OWNER
ADDRESS

With a copy to: PACE LENDER
ADDRESS

With a copy to: Ingham County PACE Administrator
Lean & Green Michigan
500 Temple Street, Suite 6270
Detroit, MI 48201

If to the Lender: PACE LENDER
ADDRESS

With a copy to: Ingham County PACE Administrator
Lean & Green Michigan
500 Temple Street, Suite 6270
Detroit, MI 48201

Section 8.04 Amendment and Waiver No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by each party hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

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

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

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

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

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

Agreement in the discharge of its obligations hereunder and to assure that all conditions precedent to the financing arrangements are satisfied.

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

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

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

Section 8.13 Insurance. Each party must maintain, at its expense, insurance covering its own respective employees, agents, or representatives for professional liability, workers' compensation, comprehensive automobile liability, and comprehensive general liability sufficient to protect the public, the parties, and all parties at interest. The parties will submit evidence of insurance to satisfy this requirement, if requested by the County.

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

State of Michigan)
) ss

County)

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

Notary Public
_____, Michigan
My Commission expires _____

State of _____)

County of _____)

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

Notary Public
COUNTY NAME, STATE
My Commission expires _____

APPENDIX A

PROGRAM ELIGIBILITY CHECKLIST

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

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

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

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

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

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

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

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

APPENDIX B

SPECIAL ASSESSMENT PARCEL DESCRIPTION

Parcel Number:

Address:

LEGAL DESCRIPTION:

APPENDIX C

SPECIAL ASSESSMENT ROLL

PACE Project Special Assessment

Parcel Number:

Address:

Ingham County:

Owner:

Assessment:

Percent:

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

Dated

APPENDIX D

**PAYMENT SCHEDULE
(TBD)**

APPENDIX E

DESCRIPTION OF IMPROVEMENTS

APPENDIX F

PACE Program Application

Property and Property Owner Information

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

Parcel #: _____
Address: _____
Owner: _____

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

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

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

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

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

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

5. **Property Valuation**

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

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

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

Total Dollar Amount of Liens Against Property: \$ _____

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

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

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

Project Information

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

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

2. Overall Project Cost: _____

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

3a. Year 1: _____

3b. Overall: _____

3c. Waived _____

4. Useful Life of Project Measures: _____ years

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

PACE Loan Details

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

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

2. Requested Assessment Amount

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

3. Requested Assessment Repayment Period: _____ years

4. Interest Rate Offered by Lender: _____ %

APPENDIX G

FORM OF CERTIFICATE OF ASSIGNMENT

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

Agreement

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

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

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

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

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

(Name)

(Address)

(Attention)

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

ASSIGNOR:

[INSERT LENDER]

By: _____

Its: _____

ASSIGNEE:

Name: _____

By: _____

Its: _____

APPENDIX H

FORM OF LENDER CONSENT

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

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

Recitals

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

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

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

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

Consent and Acknowledgement

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

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

Name of Lender: _____

Date: _____

By: _____

Title: _____

STATE OF MICHIGAN

COUNTY

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

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

APPENDIX I

FORM OF WAIVER OF SIR AND SAVINGS GUARANTEE

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

Recitals

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

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

[PROPERTY OWNER]

By:
Its:

State of Michigan)
) ss
County Name County)

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

Notary Public
_____ County, Michigan
My commission expires _____

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

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

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

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None **Absent:** None **Approved 5/07/24**

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None **Absent:** None **Approved 05/08/24**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None

Absent: None

Approved 5/07/24

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None

Absent: None

Approved 05/08/24

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

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

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

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

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer
Nays: None **Absent:** None **Approved 5/07/24**

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** None **Approved 05/08/24**

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

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

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

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

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None

Absent: None

Approved 5/07/24

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None

Absent: None

Approved 05/08/24

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

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

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None

Absent: None

Approved 5/07/24

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None

Absent: None

Approved 05/08/24

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer

Nays: None

Absent: None

Approved 5/07/24

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None

Absent: None

Approved 05/08/24

2024 Local Road Program (LRP)

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

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AMEND RESOLUTION #24-203 APPROVING UAW TOPS UNIT,
MANAGERIAL & CONFIDENTIAL EMPLOYEE, AND ICEA COUNTY PROFESSIONAL UNIT
RECLASSIFICATION REQUESTS**

RESOLUTION #24 –

WHEREAS, The UAW TOPS Unit and ICEA County Professional Unit collective bargaining agreements are effective January 1, 2022 through December 31, 2024, as is the Managerial & Confidential Employee Personnel Manual; and

WHEREAS, these documents each include a process for employee submission of reclassification requests; and

WHEREAS, the Human Resources Department had executed the approved process for a reclassification request for employees in each of these groups which were approved by the Ingham County Board of Commissioners in Resolution #24-203 on April 30, 2024; and

WHEREAS, two of the UAW TOPS reclassification requests had undergone an appeal resulting in an increase in grade that was not reflected in Resolution #24-203;

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the following amendments to Resolution #24-203:

<u>Position No.</u>	<u>Position Title</u>	<u>Action</u>
601402	Finance Assistant To Finance Specialist	Move from UAW E to UAW G
229109	Support Clerk & Systems Manager	Move from UAW E to UAW G
229042	Support Clerk	Move from UAW D to UAW F
229111	Support Clerk	Move from UAW D to UAW F
229037	Lead Clerk	Move from UAW E to UAW G
229046	Adult Criminal Clerk to Clerk Prosecuting Attorney	Move from UAW D to UAW F
229041	Adult Criminal Clerk to Clerk Prosecuting Attorney	Move from UAW D to UAW F
229048	Adult Criminal Clerk to Clerk Prosecuting Attorney	Move from UAW D to UAW F
223008	DEI Director	Move from MC 13 to MC 14

601537 Lead Finance & Grant Analyst Move from ICEA 7 to ICEA 8
 601383 Health Communication Specialist Move from ICEA 8 to ICEA 9

	2024	2024	
<u>Position Title</u>	<u>Current Grade, Step 5</u>	<u>Proposed Grade, Step 5</u>	<u>Difference</u>
Finance Spec. Support Clerk & Systems Mgr. Support Clerk	UAW E: 47,911.34	UAW G: 53,582.19	5,670.85
	UAW E: 47,911.34	UAW G: 53,582.19	5,670.85
	UAW D: 44,939.95	UAW F: 50,645.23	5,705.28

	2024	2024	
<u>Position Title</u>	<u>Current Grade, Step 5</u>	<u>Proposed Grade, Step 5</u>	<u>Difference</u>
Support Clerk	UAW D: 44,939.95	UAW F: 50,645.23	5,705.28
Lead Clerk	UAW E: 47,911.34	UAW G: 53,582.19	5,670.85
Clerk Prosec. Atty.	UAW D: 44,939.95	UAW F: 50,645.23	5,705.28
Clerk Prosec. Atty.	UAW D: 44,939.95	UAW F: 50,645.23	5,705.28
Clerk Prosec. Atty.	UAW D: 44,939.95	UAW F: 50,645.23	5,705.28
DEI Director	MC 13: 108,159.64	MC 14: 116,531.20	8,371.56
Lead Fin. & Grant Analyst	ICEA 7: 73,031.40	ICEA 8: 79,657.39	6,625.99
Health Comm. Spec.	ICEA 8: 79,657.39	ICEA 9: 87,119.20	7,461.81

TOTAL: **67,998.31**

BE IT FURTHER RESOLVED, that this reclassification is effective the first full pay period following the date of its submission to the Human Resources Department.

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer
Nays: None **Absent:** None **Approved 5/07/24**

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** None **Approved 05/08/24**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract documents upon approval as to form by the County Attorney.

HUMAN SERVICES: Yeas: Cahill, Trubac, Peña, Pawar, Ruest
Nays: None **Absent:** Morgan, Tennis **Approved 5/06/24**

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** None **Approved 05/08/24**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract documents upon approval as to form by the County Attorney.

HUMAN SERVICES: Yeas: Cahill, Trubac, Peña, Pawar, Ruest

Nays: None

Absent: Morgan, Tennis

Approved 5/06/24

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None

Absent: None

Approved 05/08/24

Introduced by the Human Services and Finance Committees

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any necessary contract agreement upon approval as to form by the County Attorney.

HUMAN SERVICES: Yeas: Cahill, Trubac, Peña, Pawar, Ruest

Nays: None

Absent: Morgan, Tennis

Approved 5/06/24

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None

Absent: None

Approved 05/08/24

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN AGREEMENT WITH SECUREVIDEO FOR TELEHEALTH SERVICES

RESOLUTION #24 –

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

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

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

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

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

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

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

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

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

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

HUMAN SERVICES: Yeas: Cahill, Trubac, Peña, Pawar, Ruest

Nays: None

Absent: Morgan, Tennis

Approved 5/06/24

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** None **Approved 05/08/24**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

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

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

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

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

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

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

HUMAN SERVICES: Yeas: Cahill, Trubac, Peña, Pawar, Ruest
Nays: None **Absent:** Morgan, Tennis **Approved 5/06/24**

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** None **Approved 05/08/24**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

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

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

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

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

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

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

HUMAN SERVICES: Yeas: Cahill, Trubac, Peña, Pawar, Ruest
Nays: None **Absent:** Morgan, Tennis **Approved 5/06/24**

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** None **Approved 05/08/24**

Introduced by the Human Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE AN AGREEMENT WITH MULTIPLY ADVISORS, LLC DBA
GUARDIAN GRANT ADVISORS TO PROVIDE GRANT ADMINISTRATION FOR THE HUD
GRANT TO CONSTRUCT A NEW GRANDSTAND AT THE FAIRGROUNDS**

RESOLUTION #24 –

WHEREAS, the Ingham County Fairgrounds was awarded a HUD Grant to construct a new grandstands; and

WHEREAS, Resolution 23-208 accepted the grant for the construction of a new grandstand; and

WHEREAS, it is necessary to contract a consultant to administer the grant; and

WHEREAS, Multiply Advisors, LLC DBA Guardian Grant Advisors is a current MIDEAL vendor and has expertise in administering HUD grants will manage the grant for \$120 per hour not to exceed \$50,000; and

WHEREAS, there is funding available in the operating budget for the Fairgrounds.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners will enter into a contract with Multiply Advisors, LLC DBA Guardian Grant Advisors to provide full spectrum grant management services to the Ingham County Fairgrounds for an amount not to exceed \$50,000.

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

HUMAN SERVICES: Yeas: Cahill, Trubac, Peña, Pawar, Ruest

Nays: None

Absent: Morgan, Tennis

Approved 5/06/24

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville

Nays: None

Absent: None

Approved 05/08/24

Introduced by the Law & Courts Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION RECOGNIZING THE INGHAM COUNTY SPECIALTY COURT COALITION

RESOLUTION #24 –

WHEREAS, Ingham County operates a number of specialty courts addressing various significant societal issues such as addiction, domestic violence, mental health, and veterans' affairs; and

WHEREAS, these courts have demonstrated profound impacts on rehabilitation and recidivism, providing substantial benefits to both participants and the community at large; and

WHEREAS, there is a recognized need for enhanced coordination and support amongst these courts to further increase their effectiveness; and

WHEREAS, the establishment of the Ingham County Specialty Court Coalition will promote increased cooperation, resource sharing, and unified advancements in the functionality of these courts; and

WHEREAS, the creation of the Ingham County Specialty Court Coalition would serve as a formal organization to support these objectives and further improve the efficacy and reach of the specialty courts.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby recognizes the establishment of the Ingham County Specialty Court Coalition.

BE IT FURTHER RESOLVED, that the formation of the Ingham County Specialty Court Coalition underscores the County's commitment to sophisticated, humane judicial practices that address critical community needs and advance public safety and rehabilitation.

LAW & COURTS: Yeas: Polsdofer, Celentino, Trubac, Cahill, Johnson, Maiville, Schafer

Nays: None

Absent: Lawrence

Approved 5/02/24

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

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

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

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

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

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

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

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

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

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

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

LAW & COURTS: Yeas: Polsdofer, Celentino, Cahill, Johnson, Maiville, Schafer
Nays: None **Absent:** Lawrence, Trubac **Approved 5/02/24**

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer
Nays: None **Absent:** None **Approved 5/07/24**

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** None **Approved 05/08/24**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

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

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

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

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

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

LAW & COURTS: Yeas: Polsdofer, Celentino, Trubac, Cahill, Johnson, Maiville, Schafer
Nays: None **Absent:** Lawrence **Approved 5/02/24**

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer
Nays: None **Absent:** None **Approved 5/07/24**

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** None **Approved 05/08/24**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

WHEREAS, CMP Distributors is the preferred vendor; and

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

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

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

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

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

LAW & COURTS: Yeas: Polsdofer, Celentino, Cahill, Johnson, Maiville, Schafer

Nays: None

Absent: Lawrence, Trubac

Approved 5/02/24

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** None **Approved 05/08/24**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

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

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

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

LAW & COURTS: Yeas: Polsdofer, Celentino, Cahill, Johnson, Maiville, Schafer
Nays: None **Absent:** Lawrence, Trubac **Approved 5/02/24**

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** None **Approved 05/08/24**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

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

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

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

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

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

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

LAW & COURTS: Yeas: Polsdofer, Celentino, Cahill, Johnson, Maiville, Schafer
Nays: None **Absent:** Lawrence, Trubac **Approved 5/02/24**

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** None **Approved 05/08/24**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

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

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

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

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

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

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

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

LAW & COURTS: Yeas: Polsdofer, Celentino, Cahill, Johnson, Maiville, Schafer
Nays: None **Absent:** Lawrence, Trubac **Approved 5/02/24**

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** None **Approved 05/08/24**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE RENEWAL OF A CONTRACT FOR PRE-EMPLOYMENT TESTING SERVICES WITH SELECT ADVANTAGE FOR THE 9-1-1 CENTER

RESOLUTION #24 –

WHEREAS, the Ingham County Board of Commissioners operates the 9-1-1 Emergency Telephone Dispatch System through the Ingham County 9-1-1 Central Dispatch Center; and

WHEREAS, pre-employment testing is a valuable part of the hiring process used by the 9-1-1 Center; and

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

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

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

WHEREAS, the cost for this testing service for a two-year contract is \$7,600, which is a reduction of \$100 per year from the current cost and includes an unlimited number of applicants and online support; and

WHEREAS, the 9-1-1 Director is recommending that the Ingham County Board of Commissioners fund this request from the 9-1-1 Emergency Telephone Dispatch Services 9-1-1 fund.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an expenditure not to exceed \$7,600 from the 9-1-1 Emergency Telephone Dispatch Services 9-1-1 fund for testing of dispatch applicants with Select Advantage for the term of September 23, 2024 to September 23, 2026.

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

LAW & COURTS: Yeas: Polsdofer, Celentino, Cahill, Johnson, Maiville, Schafer
Nays: None **Absent:** Lawrence, Trubac **Approved 5/02/24**

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** None **Approved 05/08/24**

PETITIONS AND COMMUNICATIONS

A LETTER FROM COMMISSIONER [PEÑA RESIGNING](#) FROM THE FAIR BOARD

SUBSTITUTE RESOLUTIONS

RESOLUTION TO AMEND RESOLUTION #24-203 APPROVING [UAW TOPS UNIT](#),
MANAGERIAL & CONFIDENTIAL EMPLOYEE, AND ICEA COUNTY PROFESSIONAL
UNIT RECLASSIFICATION REQUESTS

RESOLUTION TO AUTHORIZE THE [REORGANIZATION](#) OF THE 55TH DISTRICT COURT

RESOLUTION TO AUTHORIZE A LEASE AGREEMENT WITH [VLAHAKIS FAMILY](#)
LIMITED PARTNERSHIP FOR THE PUBLIC DEFENDER'S OFFICE SPACE

Becky Bennett

From: Robert Pena
Sent: Monday, May 13, 2024 11:39 AM
To: Becky Bennett; Ryan Sebolt
Cc: Randy Maiville; Lindsey Mckeever
Subject: Request for Replacement

Becky,

I can no longer make Fair board meetings. Requesting another Commissioner be assigned to to Fairboard. Recommend adding Late agenda item to next Caucus meeting.

Thank You,
Bob

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AMEND RESOLUTION #24-203 APPROVING UAW TOPS UNIT,
MANAGERIAL & CONFIDENTIAL EMPLOYEE, AND ICEA COUNTY PROFESSIONAL UNIT
RECLASSIFICATION REQUESTS**

RESOLUTION #24 –

WHEREAS, The UAW TOPS Unit and ICEA County Professional Unit collective bargaining agreements are effective January 1, 2022 through December 31, 2024, as is the Managerial & Confidential Employee Personnel Manual; and

WHEREAS, these documents each include a process for employee submission of reclassification requests; and

WHEREAS, the Human Resources Department had executed the approved process for a reclassification request for employees in each of these groups which were approved by the Ingham County Board of Commissioners in Resolution #24-203 on April 30, 2024; and

WHEREAS, ~~two~~ **three** of the UAW TOPS reclassification requests had undergone an appeal resulting in an increase in grade that was not reflected in Resolution #24-203;

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby approves the following amendments to Resolution #24-203:

<u>Position No.</u>	<u>Position Title</u>	<u>Action</u>
601402	Finance Assistant	Move from UAW E to UAW G
	To Finance Specialist	
229109	Support Clerk & Systems Manager	Move from UAW EF to UAW G
229042	Support Clerk	Move from UAW DE to UAW F
229111	Support Clerk	Move from UAW DE to UAW F
229037	Lead Clerk	Move from UAW E to UAW G
229046	Adult Criminal Clerk to	
	Clerk Prosecuting Attorney	Move from UAW D to UAW F
229041	Adult Criminal Clerk to	
	Clerk Prosecuting Attorney	Move from UAW D to UAW F
229048	Adult Criminal Clerk to	
	Clerk Prosecuting Attorney	Move from UAW D to UAW F
223008	DEI Director	Move from MC 13 to MC 14
601537	Lead Finance & Grant Analyst	Move from ICEA 7 to ICEA 8

601383 — Health Communication Specialist — Move from ICEA 8 to ICEA 9

Position Title	2024		Difference
	Current Grade, Step 5	Proposed Grade, Step 5	
Finance Spec.	UAW E: 47,911.34	UAW G: 53,582.19	5,670.85
Support Clerk & Systems Mgr.	UAW E: 47,911.34 F: 50,645.23	UAW G: 53,582.19	5,670.85 2,936.96
Support Clerk	UAW D: 44,939.95 E: 47,911.34	UAW F: 50,645.23	5,705.28 2,733.89

Position Title	2024		Difference
	Current Grade, Step 5	Proposed Grade, Step 5	
Support Clerk	UAW D: 44,939.95 E: 47,911.34	UAW F: 50,645.23	5,705.28 2,733.89
Lead Clerk	UAW E: 47,911.34	UAW G: 53,582.19	5,670.85
Clerk Prosec. Atty.	UAW D: 44,939.95	UAW F: 50,645.23	5,705.28
Clerk Prosec. Atty.	UAW D: 44,939.95	UAW F: 50,645.23	5,705.28
Clerk Prosec. Atty.	UAW D: 44,939.95	UAW F: 50,645.23	5,705.28
DEI Director	MC 13: 108,159.64	MC 14: 116,531.20	8,371.56
Lead Fin. & Grant Analyst	ICEA 7: 73,031.40	ICEA 8: 79,657.39	6,625.99
Health Comm. Spec.	ICEA 8: 79,657.39	ICEA 9: 87,119.20	7,461.81

TOTAL: **\$67,998.31** **\$8,404.74**

BE IT FURTHER RESOLVED, that this reclassification is effective the first full pay period following the date of its submission to the Human Resources Department.

BE IT FURTHER RESOLVED, that all other terms and conditions of Resolution #24-203 shall remain in effect as previously approved by the Board.

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer
Nays: None **Absent:** None **Approved 5/07/24**

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** None **Approved 05/08/24**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

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

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

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

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

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

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

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

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

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

LAW & COURTS: Yeas: Polsdofer, Celentino, Cahill, Johnson, Maiville, Schafer
Nays: None **Absent:** Lawrence, Trubac **Approved 5/02/24**

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer
Nays: None **Absent:** None **Approved 5/07/24**

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** None **Approved 05/08/24**

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

INGHAM COUNTY BOARD OF COMMISSIONERS

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

RESOLUTION #24 –

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

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

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

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

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

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

<u>Year</u>	<u>Lease Rate/Sq. Ft.</u>	<u>Monthly Payment</u>	<u>Annual</u>	
Years 1 - 10	\$26.75	\$41,667.59	\$500,011	
Years 11 - 15	\$27.55	\$42,917.62 \$42,913.72	\$515,011.44 \$514,964.60	
Years 16 - 20	\$28.38	\$44,205.15 \$44,206.58	\$530,461.80 \$530,478.96	

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

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

LAW & COURTS: Yeas: Polsdofer, Celentino, Trubac, Cahill, Johnson, Maiville, Schafer
Nays: None **Absent:** Lawrence **Approved 5/02/24**

COUNTY SERVICES: Yeas: Peña, Celentino, Grebner, Sebolt, Pawar, Ruest, Schafer
Nays: None **Absent:** None **Approved 5/07/24**

FINANCE: Yeas: Grebner, Morgan, Tennis, Sebolt, Polsdofer, Lawrence, Johnson, Maiville
Nays: None **Absent:** None **Approved 05/08/24**