

CHAIRPERSON
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CHRIS TRUBAC

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RANDY MAIVILLE

COUNTY SERVICES COMMITTEE
ROBERT PEÑA, CHAIR
VICTOR CELENTINO
MARK GREBNER
RYAN SEBOLT
SIMAR PAWAR
KARLA RUEST
MONICA SCHAFER

INGHAM COUNTY BOARD OF COMMISSIONERS

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

THE COUNTY SERVICES COMMITTEE WILL MEET ON TUESDAY, AUGUST 20, 2024 AT 6:00 P.M., IN CONFERENCE ROOM A, HUMAN SERVICES BUILDING, 5303 S. CEDAR, LANSING AND VIRTUALLY AT <https://ingham.zoom.us/j/87805478336>.

Agenda

Call to Order

Approval of the [July 16, 2024 Minutes](#) and Closed Session Minutes

Additions to the Agenda

Limited Public Comment

1. [Historical Commission](#) – Interviews
2. [Community Mental Health Authority](#) – Resolution of Intent to [Enter into Contract of Lease](#) with Ingham County Building Authority; to Authorize Publication of Notice of Intent; and to Declare Intent to Reimburse
3. [Environmental Affairs Commission](#) – Resolution to Accept a Grant to [Implement Energy Conservation Measures](#)
4. [Farmland and Open Space Preservation Board](#)
 - a. Resolution to Approve a [Cooperative Agreement between the United States of America](#) and Ingham County to Accept \$153,500
 - b. Resolution to Approve the Farmland and Open Space Preservation (FOSP) Board’s Recommended [Selection Criteria \(Scoring System\) for the 2024](#) Farmland and Open Space Application Cycles and Approve the FOSP Board to Host a 2024 Application Cycle
 - c. Resolution to Approve the Ranking of the 2023 Farmland and Open Space Preservation Program’s Application Cycle Ranking and Recommendation to [Purchase Permanent Conservation Easement Deeds on the Top-Ranked Properties](#)
5. [Treasurer’s Office](#) – Resolution to Amend Resolution #24-309 Authorizing \$75,000 in Unobligated Housing Trust Funds to Pay Capital Area Housing Partnership to Administer Michigan State Housing Development Authority Community Development [Block Grant Housing Improving Local Livability Program](#)
6. [Drain Commissioner](#) – Resolution Pledging Full Faith and Credit to [Willow Creek Drain Drainage District Bonds](#)
7. [Sheriff’s Office](#) – Authorization to [Start an Employee Above Step 2](#)
8. [Potter Park Zoo](#)
 - a. Notice of Emergency Purchase Order for [Water Service Replacement](#)
 - b. Resolution to Authorize the [Issuing of Bonds for the Animal Health Facility](#) at Potter Park Zoo
 - c. Resolution to Authorize a Reorganization of the Potter Park Zoo [Horticulture Grounds Manager and Zoo Maintenance Deputy Director Positions \(Discussion\)](#)
9. [Health Department](#) – Resolution to Authorize Additional Special [Part-Time Mobile Health Per Diem Medical Positions](#)

10. Purchasing Department
 - a. Notice of Emergency Purchase Order for [Prevailing Wage Monitoring](#) for the Housing Trust Fund and Land Bank ARPA Funded Construction Projects
 - b. Resolution to Authorize a Contract with [Labor Compliance Services](#)
11. Innovation & Technology Department – Resolution to Approve the [Purchase of a Fax Solution](#)
12. Facilities Department
 - a. Notice of Emergency Purchase Order to [Replace Control Panel Circuit Boards and CPU](#) at Ingham County Youth Center
 - b. Resolution to Authorize a Purchase Order to [Automatic Equipment Sales & Service, Inc.](#) to Install an Automatic Door Opener at the Human Services Building
 - c. Resolution to Authorize a Service Agreement with [Trane U.S. Inc., for Building Control Units](#) and Software Maintenance at Multiple County Facilities
 - d. Resolution to Authorize a Contract with [Seelye Group Ltd., to Replace the Carpet](#) in the Public Areas, Jury Rooms, and Hallways at the Veterans Memorial Courthouse
 - e. Resolution to Authorize a Service Agreement to Replace the [Heat Pump at the Veterans Memorial Courthouse](#)
13. Road Department
 - a. Resolution to Authorize an Engineering Design Services Contract with [C2AE for the Lake Lansing Water Level Control Structure](#)
 - b. Resolution to Authorize Ongoing [Flexible Capital Improvement Project Plans](#) for the Road Department
 - c. Resolution to Authorize the Purchase of a [Replacement Commercial Mower](#)
 - d. Resolution to Amend a Bituminous Pavement Agreement to Authorize [Black Star Advisors, LLC](#) to Sign on Behalf of Okemos Grand Reserve, LLC for Extending Paved Limits of Powell Road
 - e. Resolution to Accept the [2024-2026 Transportation Asset Management Plan](#) for the Ingham County Road Department
 - f. Resolution to Authorize a Vendor Contract for an [Aluminum Sign Refurbishing Program](#)
 - g. Resolution for Final Plat Approval for [Sanctuary II Subdivision](#) and Public County Road Acceptance of Crane Circle
14. Human Resources Department
 - a. Resolution to Approve [Generic Service Credit Purchase](#) for County Employee: Stephen Walters
 - b. Resolution to Approve an Agreement with University of Michigan Health - Sparrow Occupational Health Services to [Provide Occupational Health Services](#)

Announcements
Public Comment
Adjournment

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

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

COUNTY SERVICES COMMITTEE

July 16, 2024

Draft Minutes

Members Present: Sebolt, Peña, Celentino, Grebner, Pawar, Ruest, and Schafer.

Members Absent: None.

Others Present: Treasurer Alan Fox, Marcus Cheetham, Greg Feamster, Luke Cloud, Stacey Craig, Kelly Jones, Gordon Love, Becky Bennett, Gregg Todd, Sue Graham, Anika Ried and others.

The meeting was called to order by Chairperson Peña at 6:00 p.m. in Conference Room A of the Human Services Building, 5303 S. Cedar Street, Lansing, Michigan. Virtual Public participation was offered via Zoom at <https://ingham.zoom.us/j/87805478336>.

Approval of the June 18, 2024 Minutes

CHAIRPERSON PEÑA STATED, WITHOUT OBJECTION, THE OPEN AND CLOSED SESSION MINUTES OF THE JUNE 18, 2024 COUNTY SERVICES COMMITTEE MEETING WERE APPROVED AS WRITTEN.

Additions to the Agenda

None.

Limited Public Comment

Marcus Cheetham, Haslett resident and Board of Health member, stated they were present to speak in favor of Agenda Item No. 9, a Resolution Supporting Senate Bills 401, 402, 403, and 404, a Legislative Package Known as the Michigan Voting Rights Act, which would restore protections for voters removed from the Federal Voting Rights Act. Cheetham further stated the Board of Health cared about voting rights because after improving for 150 years, U.S. mortality rates worsened around the time of the Great Recession, especially in low income and rural areas.

Cheetham stated there was a difference between places where mortality rates were rising and places where they were not, and it was the level of civic participation as measured by voting. Cheetham further stated that places with high levels of voter participation were healthier and the heart attack rate was 33 percent lower in places people had more access to the ballot, so when people could express their preference for their health through the ballot, they were healthier.

Cheetham stated that the Health Services Millage was a great example and provided an overview of the bills in the package. Cheetham further stated they had circulated this package in other places and other counties had approved similar legislation.

Greg Feamster, Ingham County Employees Association (ICEA) Court Professionals President and 30th Circuit Court Senior Pretrial Services Investigator, stated they were present to ask that the Commissioners find the resources to appropriately compensate employees, because of the Ingham County strategic plan which identified Ingham County as becoming a destination employer.

Luke Cloud, ICEA Court Professionals member and Friend of the Court Investigator, stated they had worked for Ingham County for 25 years and that they were currently in contract negotiations and wanted to agree with Feamster, that if Ingham County wanted to be a destination employer, it seemed like the amounts on the table were not enough to do that. Cloud further stated that it would be important for the Commissioners to know that

in their unit, there were six others doing the same job as them, and the next closest in seniority had only been there three years.

Cloud stated it appeared to them that the State government was a better destination employer due to the five percent raise and signing bonuses they were offering, so many people were leaving to work for the State, which made life difficult.

Stacey Craig, ICEA Court Professionals member and Friend of the Court Enforcement Supervisor, stated it was important to know that in their section of the Friend of the Court, the application rate was trending down. Craig further stated that they were in the process of scheduling interviews for a Senior Enforcement Specialist but had only received five applications, and they had never seen such a low rate.

Craig stated their job had become 50% interviews and training and, as a supervisor, they could not be effective in their position when turnover was nonstop. Craig further stated they needed to fix the issue with wages, and asked the Commissioners to please find a way in the budget to compensate employees appropriately.

Craig stated the Consumer Price Index (CPI) was 5.1% and Ingham County was not keeping up, hence why employees were fleeing. Craig further stated they were aware that the County financial reserve was above the minimum threshold for various funds, though they knew next year could be different, but at this moment the unions saw that there was money there, and they were concerned the budget was going to be balanced on their backs.

Alan Fox, Ingham County Treasurer, stated that the recent budget that passed through the Legislature included 15 million dollars that was allocated for the Housing Trust Fund and they were working diligently to figure out where that funding would go by October 1, 2024, when money was made available. Treasurer Fox further stated, like most other things from the State, the funding was not a check, they were just the first in line and various programs had to apply for funding and be monitored.

Treasurer Fox stated they would be back with contracts and proposals and the Michigan State Housing Development Authority (MSHDA) had already seen the need and designated a staff member to be a liaison for what the funding could be spent on, so they were setting up meetings to get those questions answered. Treasurer Fox further stated that five million dollars was already allocated to specific affordable and workforce housing projects in the City of Lansing and they had met with Sarah Anthony, Michigan State Senator, who sponsored the language.

Treasurer Fox provided examples of projects that were already planned for.

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

1. Sheriff's Office – Resolution to Authorize the Creation of a Release Coordinator Deputy Within the Ingham County Sheriff's Office
2. 9-1-1 Dispatch Center – Resolution to Authorize the Conversion of the 9-1-1 Radio System Administrator from Three-Quarter Time to Full-Time
3. Veteran's Affairs Office – Resolution to Convert Position #682007 from a Benefits Support Specialist to an Administrative Support Clerk

4. Health Department
 - a. Request for Approval to Start an ICEA County Pro Employee Above Step 2
 - b. Resolution to Authorize Converting a .75 FTE Breastfeeding Peer Counselor Position to a 1.0 FTE Senior Breastfeeding Peer Counselor Position
5. Purchasing Department – Resolution to Authorize the Purchase of Two Copiers
6. Facilities Department
 - a. Resolution to Authorize a Purchase Order to Large Company Inc. to Paint the 9-1-1 Call Center and the Two Offices Within the Center
 - b. Resolution to Authorize a Purchase Order to Seelye Group Ltd., to Replace the Carpet in the 9-1-1 Call Center
7. Road Department
 - a. Resolution to Authorize a Professional Consulting Services Agreement for a Feasibility Study
 - c. Resolution to Authorize a Second-Party Agreement with the Michigan Department of Transportation for the Mt. Hope Road Project
 - d. Resolution to Approve Stop Sign Traffic Control Orders for Various Roads in the Bird Strawberry Farm Estates Subdivision
 - e. Resolution to Approve Stop Sign Traffic Control Orders for Various Roads in the Country Place Subdivision
 - f. Resolution to Approve Stop Sign Traffic Control Orders for Various Roads in the Heritage Hills Subdivision
 - g. Resolution to Approve Stop Sign Traffic Control Orders for Various Roads in the Wood Valley Subdivision
 - h. Resolution to Authorize a Contract for Gates and Fencing Installation at the Road Department
 - i. Resolution to Amend the Agreement with Onondaga Township for the 2024 Local Road Program
10. Human Resources Department
 - a. Resolution to Approve Reclassification Requests for ICEA County Professional Unit and UAW TOPS Unit Employees

Commissioner Pawar disclosed, for all agenda items pertaining to Meridian Township, that she had a contractual relationship with Meridian Township in an unrelated department.

Commissioner Sebolt disclosed that under Agenda Item No. 10a, pertaining to UAW TOPS, that they were a local union affiliated with their employer, the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO), through their international union.

THE MOTION CARRIED UNANIMOUSLY.

THE MOTION TO APPROVE THE ITEMS ON THE CONSENT AGENDA CARRIED UNANIMOUSLY.

7. Road Department
 - b. Resolution to Authorize an Addition to the Road Department 2024 Capital Improvement Projects to Purchase a Grader

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

Commissioner Schafer asked what the difference was between a grader and a motor grader, and stated she was asking because she had received many concerns from her constituents about the frequency of which the roads were graded. Commissioner Schafer further asked if the purchase of the motor grader would allow for a better job to be done or for the roads to be graded more frequently.

Kelly Jones, Road Department Director, stated confirmation and that their current grader was one they rented each summer and the one they did own did not have the capacity to perform the same work as the one that was rented, but if they won the auction they could use that grader to perform the same functions as the one they were renting and it would be for more than a month.

Commissioner Schafer asked, if the grader was owned rather than rented, if they would be able to grade the roads three to four times per year.

Jones stated they would have to coordinate with the townships, as it was a shared cost to re-grade a road and add material. Jones further stated they would grade roads and keep material that was already there at no cost, but any improvements would require township participation, and owning a grader of suitable capacity would spread the work out over a larger window.

Discussion ensued regarding graders and road conditions.

Commissioner Celentino asked about a resolution approved to resurface a road in their district, among others, and asked if Jones knew when that would start.

Jones stated they were behind schedule because their paver broke, but it was now fixed and all commitments that were made to the townships would be honored, but they were not sure exactly when it would start, but definitely before November.

Discussion.

Commissioner Schafer thanked Jones for their work on the Deitz Road Bridge.

THE MOTION TO APPROVE THE RESOLUTION CARRIED UNANIMOUSLY.

8. Controller's Office – Resolution to Submit to the Electorate a Ballot Proposal to Increase the Lodging Excise Tax in Ingham County

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

Commissioner Schafer asked if it was the right language in the resolution and how it applied to Airbnb's, as it seemed vague.

Gregg Todd, Controller, stated there was still some discussion happening at the State about how Airbnb's would be taxed, and knew Treasurer Fox had been involved discussions as well, though they were not sure the ballot language would affect it one way or another, but legal had provided that language.

Commissioner Schafer asked if the County currently taxed Airbnb's and if not, was it something that would be taxed at the State level.

Todd stated the County did not and they were not sure, but there were discussions happening.

Commissioner Sebolt stated they thought there might be legislation at the State level that would deal with the issue, but in some counties or places in the U.S., they knew Airbnb may have some sort of voluntary agreement. Commissioner Sebolt further stated it was an issue those at the State level were aware of, and the County had tried to contact Airbnb multiple times to enter into an agreement, but never got more than a complimentary response.

Commissioner Grebner stated the ballot language was not very effective at encouraging support and that they would encourage some decorative language be included.

Discussion ensued regarding ballot language.

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

INGHAM COUNTY LODGING EXCISE TAX INCREASE

Shall Ingham County increase the rate at which the excise tax is levied on all persons engaged in the business of providing rooms for lodging purposes to guests staying less than 30 consecutive days under Public Act 263 of 1974 as amended from 5% to 8% of the total charge for accommodations to be used for allowable uses under Public Act 263 of 1975, **including the promotion and encouragement of tourism and convention business in the County**, starting January 1, 2025 and terminating on the same day as the County Ordinance enacted under Public Act 263 of 1974 as amended?

YES []

NO []

Chairperson Peña declared the amendment friendly.

Commissioner Grebner stated in the last round of the tax, there was a plan built in to spend the money, so if there was an implicit understanding, they had not heard it. Commissioner Grebner further asked if they would just be putting more money in each pot.

Todd stated they did not currently have a plan.

Commissioner Grebner stated they ought to be thinking about how they would use the funding because they would find themselves grabbing for money. Commissioner Grebner further stated that in the past, Choose Lansing had come to the County to say it was a tax on their members and they were interested in levying the tax to have money to come to them, in order to promote their programs, since the hotel industry saw Choose Lansing as a way to raise their room sales and there was an understanding there would be a 20% rake off for the County, which had to go to purposes permitted by law.

Commissioner Grebner stated that in the past, the County had been like a collection agency for the hotels, but did not think that was what they were talking about here, so there must be a plan for this funding, and their question was what was going on.

Commissioner Ruest stated they would be voting no, as it was 1.6 million dollars and they agreed with Commissioner Grebner that it would be a lot of money with no plan and was an additional tax in the County.

Commissioner Sebolt stated they did not think many residents were staying at hotels in Ingham County, so it was largely a tax on those visiting the County and there was, undoubtedly, a need at the Ingham County Fair and the Lansing Center, and they could spend a bulk of the funds on them without a problem. Commissioner Sebolt further stated there was an August 13, 2024 deadline to get this on the ballot, so if they were going to do it, they had to do it now.

Commissioner Grebner stated nobody could agree with them because they did not have a view and that the geography of these collections was different, and the money mainly came from the City of East Lansing and Meridian Township, so the City of Lansing was only the third largest contributor. Commissioner Grebner further stated the City of East Lansing was substantially larger in terms of hotel sales.

Commissioner Grebner stated, as they were thinking about tourism and putting the funding where the money was coming from, they did not know what they would be promoting in East Lansing, as Michigan State University (MSU) promoted itself. Commissioner Grebner further stated that in the past, the City of Lansing acted as if it was their money and so it went to the Lansing Center to promote the downtown area and the Lansing Center.

Commissioner Grebner stated that most of the revenue was not derived from tourism, and it was likely only a small fraction and that, in the City of East Lansing, the revenue came from MSU events and also from the relatives of locals coming into town, and nobody ever thought about the fact they were taxing those people. Commissioner Grebner further stated that they were not arguing one way or the other, but wanted to clarify the money coming in did not match the image of tourism in the County, so the idea to spend the funding on tourism was not as obvious to them.

Commissioner Schafer asked when the next meeting would be and if it would be prior to the deadline to place the proposal on the ballot.

Todd stated it would not be and this needed to get through this round.

Commissioner Schafer stated the Ingham County Fair had come and presented and they were in dire need of buildings that could be added and used each year and she knew they were expanding out through the Capital Area Council of Governments (CAPCOG) and trying to promote the Fair. Commissioner Schafer further stated the Fairgrounds seemed to be something that was being advertised, as well as Choose Lansing, who was trying to help the Fair bring in events.

Commissioner Schafer stated she agreed with that and would be voting yes, as she had talked to many people and knew it was a tax on those coming into the County and using County resources. Commissioner Schafer further stated she saw it as an outside tax that added to the value of the County, and she represented the County.

Commissioner Schafer stated if they were going to draw that funding, they needed to come together with a plan to make sure it was going back to the entities that were drawing the funding for the County. Commissioner Schafer further stated Choose Lansing already had a large portion of the funding to work with and they needed a little bit more of a plan, but would go with it knowing a larger portion would come back for the Fairgrounds and would attract outside people.

Commissioner Pawar stated that during meetings between MSU and locals, they talked about imagining Lansing differently and imagined that everyone could work separately, uniquely together. Commissioner Pawar further stated that MSU wanted the rest of the community to step up and match the energy they were bringing to the table with sporting events and graduations, but at the same time there were other parts of the County trying to imagine Lansing and see where it was headed.

Commissioner Pawar stated that she was not saying all the dollars from the revenues going to the City of Lansing would be helpful, but if they were collectively promoting the area, those places that are booking the hotels would still benefit. Commissioner Pawar further stated she did think there should be a committee or assignment to determine how to use the incoming revenue.

Commissioner Sebolt stated that Choose Lansing could probably help come up with a list of projects, many of which were outside the City of Lansing. Commissioner Sebolt further stated their understanding was that Grand

Rapids and Kent County were looking to build a soccer stadium.

Commissioner Sebolt stated that Ingham County was geographically stuck between two very large cities, and though they thought the Lansing of the future could compete and outshine if they wanted, sitting on their hands was not going to help. Commissioner Sebolt further stated that passing things like this proposal was required to maintain competition with Ann Arbor, Grand Rapids, and Detroit.

Commissioner Grebner asked if there was an implicit understanding that they would or would not put 80% into Choose Lansing, as it was the current allocation. Commissioner Grebner further stated that maybe they were talking about increasing the share that went to the Fair.

Commissioner Grebner stated that one thing the County never did, of which they were pleased, was put money into sports stadiums, as they felt there were better ways to spend public money. Commissioner Grebner further stated they supported the tax, though they were drawn to their image of 16,000 100 dollar bills blowing around and the County attempting to grab them.

Todd stated the possibility of a Fair Millage was set aside because they knew this was a possible funding source through the excise taxes, as opposed to another Millage. Todd further stated it had been thought about but not finalized.

Commissioner Schafer asked what the next step of the process would be.

Commissioner Sebolt stated it would be appropriate, once this passed through Liaison Committees, the full Board of Commissioners, and onto the ballot, that they should start a planning process where they asked for ideas and proposals and, should the voters approve the ballot measure, they would have a list of projects to start with. Commissioner Sebolt further stated they would imagine many expenditures would likely be one-time investments that would go a long way.

THE MOTION TO APPROVE THE RESOLUTION, AS AMENDED, CARRIED.

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

Nays: Ruest

Absent: None.

9. Board of Commissioners – Resolution Supporting Senate Bills 401, 402, 403, and 404, a Legislative Package Known as the Michigan Voting Rights Act

MOVED BY COMM. SCHAFER, SUPPORTED BY COMM. PAWAR, TO APPROVE THE RESOLUTION.

Commissioner Schafer stated the language of the bills was so deep, from her understanding they had not gone completely through, and there was a lot to it, so she had no ability to promote something when she did not know if it was going through, what it actually stated, or if it would be amended. Commissioner Schafer further stated it was a State-level issue and they were County Commissioners, so they should let the State take it through, she had no desire to have an input on it, and she would be voting no.

Commissioner Sebolt stated they would like to abstain as their employer, the AFL-CIO, had taken a position on the legislation.

Commissioner Grebner stated, as far as they could tell, though the bills were a bit unformed and were bound to become much more precise given the narrow division in the Legislature, they all seemed pretty innocuous and nobody was talking about huge changes. Commissioner Grebner further stated that there was a lot of rhetoric there, and they already had a lot of progressive franchise in Michigan, so not much more could be done.

Commissioner Grebner stated that Michigan had almost the most liberal voting scheme in the United States, so whatever ended up being included would just be adding flourishes, and they were in favor.

Commissioner Pawar stated she liked the initiative from the Board of Health and that they wanted to make sure their voices were heard, so she was in support. Commissioner Pawar further stated, to agree with Commissioner Grebner, the State was still crossing T's and dotting I's and making sure voting rights remained protected. Commissioner Pawar stated the bills would be minimal to what already existed, but did think it put their concerns at heart, which were that they encouraged people to vote, and she was in support.

Discussion ensued regarding where the bills were in the legislative process.

THE MOTION TO APPROVE THE RESOLUTION PASSED.

Yeas: Peña, Celentino, Grebner, Pawar **Nays:** Ruest, Schafer **Abstained:** Sebolt
Absent: None

10. Human Resources Department

- b. Strategy and Negotiation Session Connected with the Negotiation of a Collective Bargaining Agreement as Permitted by MCL 15.268 (c) (*Closed Session*)

MOVED BY COMM. SEBOLT, SUPPORTED BY COMM. CELENTINO, TO ENTER INTO CLOSED SESSION AT 6:51 P.M. TO DISCUSS STRATEGY AND NEGOTIATION OF A COLLECTIVE BARGAINING AGREEMENT AS PERMITTED BY MCL 15.268 (c).

THE MOTION TO ENTER INTO CLOSED SESSION CARRIED VIA UNANIMOUS ROLL CALL VOTE.

CHAIRPERSON PEÑA DECLARED THE COUNTY SERVICES COMMITTEE BACK IN OPEN SESSION AT 7:33 P.M.

Announcements

Commissioner Schafer stated she had quite a few concerns from her constituents and from Meridian Township residents about roadkill issues. Commissioner Schafer further stated she had attended a talk hosted by the Michigan Department of Natural Resources (DNR) and had learned there had been an increase in deer in Lower Michigan, and roadkill was becoming an issue.

Commissioner Schafer stated she had a constituent email her saying they had a deer in front of their house and the Road Department was unable to help, it was still in their front yard and, at 85-years-old, the constituent was unable to move it themselves. Commissioner Schafer further stated, as the County, they should take a look at the issue and there were three entities that could potentially take care of it.

Commissioner Schafer further stated she had spoken with Jones as to why the Road Department could not handle the issue, but knew the Sheriff's Office used to be able to handle removal and it sounded like it needed to be discussed at a Law & Courts Committee meeting and be put on the agenda.

Discussion.

Public Comment

None.

Adjournment

The meeting was adjourned at 7:37 p.m.

**AUGUST 20, 2024 COUNTY SERVICES AGENDA
STAFF REVIEW SUMMARY**

RESOLUTION ACTION ITEMS:

The Controller recommends approval of the following resolutions:

2. ***Community Mental Health – Resolution of Intent to Enter into Contract of Lease with Ingham County Building Authority; to Authorize Publication of Notice of Intent; and to Declare Intent to Reimburse***

The Ingham County Building Authority is proceeding with plans to acquire and renovate a portion of the McLaren Greenlawn campus for Community Mental Health’s new Crisis Stabilization Unit. In order to finance the project, the Building Authority proposes that the County enter into the Lease with the Authority for the renovation and construction of the project. The Lease and the Bonds issued to finance the project will contain the terms and conditions as finally approved by the County and the Authority.

See memo for details.

3. ***Environmental Affairs Commission – Resolution to Accept a Grant to Implement Energy Conservation Measures***

This resolution accepts a State of Michigan Department of Environment, Great Lakes, and Energy Community Energy Management (CEM) Grant totaling \$100,000 to initiate energy conservation measures at the Forest Community Health Center facility.

See memo for details.

- 4a. ***Farmland and Open Space Preservation Board – Resolution to Approve a Cooperative Agreement between the United States of America and Ingham County to Accept \$153,500***

This resolution approves an agreement between the United States (USDA) and Ingham County for a \$153,500 matching grant to purchase a conservation easement on the Kilpatrick Farm in Aurelius Township. The FOSP Board has matching funds available.

See memo for details.

- 4b. ***Farmland and Open Space Preservation Board – Resolution to Approve the Farmland and Open Space Preservation (FOSP) Board’s Recommended Selection Criteria (Scoring System) for the 2024 Farmland and Open Space Application Cycles and Approve the FOSP Board to Host a 2024 Application Cycle***

This resolution approves the FOSP Board’s selection criteria for scoring the 2024 FOSP application cycles and approves a 2024 application cycle.

See memo for details.

- 4c. ***Farmland and Open Space Preservation Board – Resolution to Approve the Ranking of the 2023 Farmland and Open Space Preservation Program’s Application Cycle Ranking and Recommendation to Purchase Permanent Conservation Easement Deeds on the Top-Ranked Properties***

This resolution approves the 2023 FOSP Program’s application cycle ranking of farms and recommendations for the purchase of permanent conservation easements of the top ranked properties. Funding is available in the Farmland and Open Space Millage fund balance.

See memo for details.

5. ***Treasurer’s Office – Resolution to Amend Resolution #24-309 Authorizing \$75,000 in Unobligated Housing Trust Funds to Pay Capital Area Housing Partnership to Administer Michigan State Housing Development Authority Community Development Block Grant Housing Improving Local Livability Program***

This resolution approves amending Resolution #24-309 to authorize \$75,000 in unallocated HTF ARPA funds to pay CAHP to administer the CHILL grant program.

See memo for details.

6. ***Drain Commissioner – Resolution Pledging Full Faith and Credit to Willow Creek Drain Drainage District Bonds***

This resolution pledges the full faith and credit to the Willow Creek Drain Drainage District bonds in an amount not to exceed \$2,000,000. The principal of and interest on the Bonds will be payable from assessments to be made upon public corporations and/or benefited properties in the Special Assessment District (the “Special Assessments”).

See memo for details.

7. ***Sheriff’s Office – Authorization to Start an Employee Above Step 2***

This resolution authorizes starting a Corrections Deputy at Step 3 with advancement to Step 4 once training is complete. The applicant has 14 years of experience with the Michigan Department of Corrections.

See memo for details.

8a. ***Potter Park Zoo – Notice of Emergency Purchase Order for Water Service Replacement***

This authorizes an Emergency PO for the replacement of the water service line to Building 6, the okapi and binturong barn. Myers Heating and Plumbing performed the work for \$10,036.

See memo for details.

8b. ***Potter Park Zoo – Resolution to Authorize the Issuing of Bonds for the Animal Health Facility at Potter Park Zoo***

This resolution authorizes the issuance of bonds to finance capital improvements 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. The construction and equipping of the new animal health facility, as an associated site, and facility improvements, will be implemented at a cost not to exceed \$10.1 million. The 20-year bond will not exceed \$6.5 million. The balance of the project will be paid for with funds raised by the Potter Park Zoo Society.

See memo for details.

9. Health Department – Resolution to Authorize Additional Special Part-Time Mobile Health Per Diem Medical Positions

This resolution authorizes adding (2) Per Diem Mobile Health Physicians, (2) Per Diem Mobile Health Physician Assistants, (2) Per Diem Mobile Health Nurse Practitioners, and (2) per Diem Mobile Health Unit Charge Nurses as Special Part-Time positions for the Ingham County Mobile Health Unit, effective September 1, 2024. These Mobile Health positions are currently temporary positions that force the staff in these positions to take 90 days of leave after a year, posing significant operational interruption to MHU and NWC activities.

See memo for details.

10a. Purchasing Department – Notice of Emergency Purchase Order for Prevailing Wage Monitoring for the Housing Trust Fund and Land Bank ARPA Funded Construction Projects

This Emergency PO in the not to exceed amount of \$4,999 was issued to Labor Compliance Services to monitor prevailing wage projects for the HTF and Land Bank that are ARPA funded. The current prevailing wage monitoring contractor, Michigan Fair Contracting Center, was unable to perform the duties due to staffing issues. This amount will cover the work currently being performed and a formal RFP process was performed for ongoing services (see next resolution).

See memo for details.

10b. Purchasing Department – Resolution to Authorize a Contract with Labor Compliance Services

This resolution authorizes a contact with Labor Compliance Services in a not to exceed amount of \$35,000 for prevailing wage monitoring services for HTF and Land Bank ARPA funded projects. The contract will run through December 31, 2026.

See memo for details.

11. Innovation & Technology Department – Resolution to Approve the Purchase of a Fax Solution

This resolution approves a fax solution with Konica Minolta Business Solutions in an amount not to exceed \$90,000 for the Health Department, Health Clinics, and Jail. Funding will come from the County's Innovation and Technology Department's Network Fund.

See memo for details.

12a. Facilities Department – Notice of Emergency Purchase Order to Replace Control Panel Circuit Boards and CPU at Ingham County Youth Center

The control panels at the Ingham County Youth Center are failing, and replacement boards are no longer available. An Emergency PO in the amount of \$80,000 was issued to Perceptive Controls, Inc. to replace the control panel circuit boards and CPU.

See memo for details.

12b. Facilities Department – Resolution to Authorize a Purchase Order to Automatic Equipment Sales & Service, Inc. to Install an Automatic Door Opener at the Human Services Building

This resolution authorizes a PO to Automatic Equipment Sales & Service, Inc. for an automatic door opener at the Veteran Affairs suite at HSB. This will improve client accessibility. Funding for the \$5,664 project is available in the Facilities Department budget.

See memo for details.

12c. Facilities Department – Resolution to Authorize a Service Agreement with Trane U.S. Inc., for Building Control Units and Software Maintenance at Multiple County Facilities

This resolution authorizes a three-year service agreement with Trane U.S. Inc, for building control unit and software maintenance at multiple County facilities. Funding for the \$79,620 agreement is available in maintenance contractual line items.

See memo for details.

12d. Facilities Department – Resolution to Authorize a Contract with Seelye Group Ltd., to Replace the Carpet in the Public Areas, Jury Rooms, and Hallways at the Veterans Memorial Courthouse

This resolution approves a contract with Seelye Group Ltd., to replace worn and torn carpet in the public areas, jury rooms, and hallways at the VMC. Funding for the \$28,384.33 cost, which includes a 10% contingency, is available in the Public Improvement Fund.

See memo for details.

12e. Facilities Department – Resolution to Authorize a Service Agreement to Replace the Heat Pump at the Veterans Memorial Courthouse

This resolution approves a service agreement with Hedrick Associates to replace the pump running the in-floor heating system at the VMC, which is leaking badly. Funding for the \$5,820 expense is available in the Facilities Equipment Maintenance line item.

See memo for details.

13a. Road Department – Resolution to Authorize an Engineering Design Services Contract with C2AE for the Lake Lansing Water Level Control Structure

This resolution authorizes an agreement with C2AE for the Lake Lansing Water Level Control Structure engineering. C2AE was the only responsible bidder on the project but has extensive experience and expertise. The contract price of \$123,000 will also include an additional 20% contingency for any unexpected costs.

Funding will be reimbursed to the Road Department through bond proceeds, which will be funded by project assessments.

See memo for details.

13b. Road Department – Resolution to Authorize Ongoing Flexible Capital Improvement Project Plans for the Road Department

This resolution would authorize the Road Department to utilize yearly CIP funds for equipment that is not on the yearly CIP list. This will allow the Road Department to be flexible and acquire used equipment from other agencies at a greatly reduced cost without having to submit a resolution amending that year's CIP.

This makes good budgetary sense and the Controller's Office supports it. The following resolution for the purchase of a replacement mower that caught fire is a good example of why this resolution would be beneficial.

See memo for details.

13c. Road Department – Resolution Authorizing the Purchase of a Replacement Commercial Mower

This resolution authorizes the purchase of a replacement mower that caught fire and was deemed a total loss. MMRMA will reimburse the County for the \$27,000 purchase price, minus deductible. The mower will be purchased through Hutson, Inc.

See memo for details.

13d. Road Department – Resolution to Amend a Bituminous Pavement Agreement to Authorize Black Star Advisors, LLC to Sign on Behalf of Okemos Grand Reserve, LLC for Extending Paved Limits of Powell Road

This resolution amends a previous paving agreement that was signed by Okemos Grand Reserve, LLC, which did not have signature authority. The agreement will now be signed by Black Star Advisors, LLC on behalf of Okemos Grand Reserve, LLC. In addition, the parcel number in the original resolution has been modified by the combination of parcels, so a new parcel number, #33-02-02-22-276-010, will be inserted.

See memo for details.

13e. Road Department – Resolution Accepting the 2024-2026 Transportation Asset Management Plan for the Ingham County Road Department

This resolution accepts the 2024-2026 Road Department's Transportation Asset Management Plan, which is required by Public Act 325. The plan includes the management plan for the Department's roads, bridges, culverts, and traffic signals.

See memo for details.

13f. Road Department – Resolution to Authorize a Vendor Contract for an Aluminum Sign Refurbishing Program

This resolution authorizes a contract with Michigan State Industries for the recycling/refurbishing flat sheet aluminum sign blanks on an as-needed basis.

See memo for details.

13g. Road Department – Resolution for Final Plat Approval for Sanctuary II Subdivision and Public County Road Acceptance of Crane Circle

This resolution authorizes final plat approval for Sanctuary II and acceptance of Crane Circle as a County Road.

See memo for details.

14a. Human Resources Department – Resolution to Approve Generic Service Credit Purchase for County Employee: Stephen Walters

This resolution approves the purchase of 4 years and 8 months of MERS credit by Stephen Walters.

See memo for details.

14b. Human Resources Department – Resolution to Approve an Agreement with University of Michigan Health - Sparrow Occupational Health Services to Provide Occupational Health Services

This resolution approves an agreement with UM Health-Sparrow Occupation Health Services to provide occupational health services for employees.

See memo for details.

Additional Items:

1. Historical Commission – Interview

8c. Potter Park Zoo – Resolution to Authorize a Reorganization of the Potter Park Zoo Horticulture Grounds Manager and Zoo Maintenance Deputy Director Positions (Discussion)

TO: Human Services, County Services and Finance Committees

FROM: Jared Cypher, Deputy Controller

DATE: August 12, 2024

SUBJECT: Resolution of Intent to Enter into Contract of Lease with Ingham County Building Authority; to Authorize Publication of Notice of Intent; and to Declare Intent to Reimburse

BACKGROUND

The Ingham County Building Authority is proceeding with plans to acquire and renovate a portion of the McLaren Greenlawn campus for Community Mental Health's new Crisis Stabilization Unit. In order to finance the project, the Building Authority proposes that the County enter into the Lease with the Authority for the renovation and construction of the project. The Lease and the Bonds issued to finance the project will contain the terms and conditions as finally approved by the County and the Authority.

FINANCIAL IMPACT

The debt cost will be reimbursed by Community Mental Health. The amount will not exceed \$26 million.

RECOMMENDATION

I respectfully recommend approval of the resolution.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION OF INTENT TO ENTER INTO
CONTRACT OF LEASE WITH INGHAM COUNTY BUILDING AUTHORITY;
TO AUTHORIZE PUBLICATION OF NOTICE OF INTENT; AND
TO DECLARE INTENT TO REIMBURSE**

Resolution #24 - _____

At a regular meeting of the Ingham County Board of Commissioners (the "Board") held on the 27th day of August, 2024, at 6:30 p.m., Michigan time, in the Board of Commissioners Room, Third Floor, Ingham County Courthouse, 341 S. Jefferson Street, Mason, Michigan.

PRESENT: _____

ABSENT: _____

The following preamble and resolution were offered by Commissioner _____ and seconded by Commissioner _____:

WHEREAS, the County of Ingham, Michigan (the "County") has established the Ingham County Building Authority (the "Authority") pursuant to Act 31 of the Public Acts of Michigan of 1948 (First Extra Session), as amended ("Act 31"); and

WHEREAS, the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH") has requested the County, and the County deems it necessary and advisable to acquire, renovate, construct, furnish, equip, and improve Condo Unit 1 of a former healthcare facility located at 2727 S. Pennsylvania Avenue, Lansing, Michigan (collectively, the "Project"); and

WHEREAS, the Authority is authorized by its Articles of Incorporation and Act 31 to acquire, renovate, construct, furnish and equip the Project on behalf of the County, to finance the cost of the Project by the issuance of bonds ("Bonds") and to lease the Project to the County; and

WHEREAS, a proposed Contract of Lease, in the form attached hereto as Exhibit A (the "Lease"), providing for the lease of the Project by the County from the Authority has been presented to and reviewed by the Board; and

WHEREAS, the Lease shall not become effective until 45 days after Notice of Intent of entering into a Lease has been published in a newspaper of general circulation in the County, pursuant to Section 8b of Act 31; and

WHEREAS, it is contemplated that the County and/or the Authority will enter into a lease, amended lease, or sublease of the Project with CMH, who will be the major tenant in, occupy and maintain the Project, and pay rental with respect to the Project; and

WHEREAS, it is anticipated that if advances of all or a portion of the costs of the Project are made prior to the issuance of the Bonds, such advance or advances will be repaid from proceeds of the Bonds upon 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 CMH or the County or the Authority to the Project for reimbursement from proceeds of the Bonds in accordance with the requirements of the Reimbursement Regulations.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. That the County intends to enter into the Lease with the Authority for the renovation and construction of the Project.
2. That the Lease and the Bonds issued to finance the Project shall contain the terms and conditions as finally approved by the County and the Authority and shall be subject to the general limitations set forth in Exhibit B hereto.
3. That the Lease as presented to the Board on this date shall be maintained on file at the office of the County Clerk for public inspection together with a certified copy of this Resolution.
4. That the obligations of the County as set forth in the Lease, shall be the full faith and credit (limited tax) general obligation of the County, it being understood that any tax levied by the County to meet these obligations is a first budget obligation, subject to existing constitutional, statutory and charter tax limitations.
5. That the County Clerk is authorized and directed to publish a Notice of Intent to enter into the Lease in substantially the form attached hereto as Exhibit B, in the *Lansing State Journal*, which is hereby determined to be the newspaper reaching the largest number of persons to whom said Notice is directed.
6. The Project shall consist of the acquisition, renovation, construction, furnishing, equipping and improvement of Condo Unit 1 of a former healthcare facility located at 2727 S. Pennsylvania Avenue, Lansing, Michigan.
7. The maximum principal amount of obligations expected to be issued for the Project is \$26,000,000.
8. The County hereby declares its official intent to issue Bonds to finance the costs of the Project, and hereby declares that it reasonably expects to reimburse advances to the Project as anticipated by this resolution.
9. That the County and/or the Authority shall enter into a sublease, lease, or agreement with CMH for the Project.

10. That all resolutions and parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

IN FAVOR: _____

AGAINST: _____

ABSTENTIONS: _____

HUMAN SERVICES:

COUNTY SERVICES:

FINANCE:

RESOLUTION ADOPTED.

I, the undersigned, the duly qualified and acting Clerk of the County of Ingham, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Ingham County Board of Commissioners at the meeting indicated, the original of which resolution is on file in my office. I further certify that notice of the meeting was given, the meeting was held and the minutes therefor were filed and will be or have been made available, all in accordance with the provisions of the Open Meetings Act, Act No. 267, Public Acts of Michigan, 1976, as amended.

Dated: _____, 2024

Barb Byrum, Ingham County Clerk

EXHIBIT A

CONTRACT OF LEASE

EXHIBIT B

COUNTY OF INGHAM
STATE OF MICHIGAN

NOTICE OF INTENTION OF THE COUNTY OF INGHAM TO
ENTER INTO A FULL FAITH AND CREDIT (LIMITED TAX)
GENERAL OBLIGATION CONTRACT OF LEASE WITH THE
INGHAM COUNTY BUILDING AUTHORITY AND NOTICE
OF RIGHT TO PETITION FOR REFERENDUM THEREON

TO ALL ELECTORS AND TAXPAYERS OF THE COUNTY OF INGHAM:

NOTICE IS GIVEN, that the Board of Commissioners of the County of Ingham, State of Michigan, intends to authorize the execution of a full faith and credit (limited tax) general obligation contract of lease with the Ingham County Building Authority. The contract of lease will provide, among other things, for the acquisition, renovation, construction, furnishing, equipping and improvement of Condo Unit 1 of a former healthcare facility located at 2727 S. Pennsylvania Avenue, Lansing, Michigan (collectively, the "Project"), and the lease of the Project by the Ingham County Building Authority to the County of Ingham. The contract of lease will further provide that the Ingham County Building Authority will finance the cost of the Project by the issuance of building authority bonds, in one or more series, pursuant to the provisions of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, in anticipation of the receipt of cash rental payments to be made by the County of Ingham to the Ingham County Building Authority pursuant to the contract of lease. The maximum amount of bonds to be issued will be \$26,000,000.

It is expected that the County of Ingham and/or the Ingham County Building Authority will enter into a sublease, lease, or agreement with the Community Mental Health Authority of Clinton-Eaton-Ingham Counties, who will be the major tenant in, and will occupy and maintain the Project, and will pay rental with respect to the Project.

FULL FAITH AND CREDIT AND LIMITED
TAXING POWER OF THE COUNTY OF INGHAM PLEDGED

NOTICE IS FURTHER GIVEN, that in the contract of lease, the County of Ingham will obligate itself to make cash rental payments to the Ingham County Building Authority in amounts sufficient to pay the principal of and interest on the bonds to be issued by the Ingham County Building Authority and that the full faith and credit of the County of Ingham will be pledged for the making of the cash rental payments as a limited tax first budget obligation. Pursuant to the pledge of its full faith and credit, the County of Ingham will be required in each fiscal year to include in its general fund budget and to appropriate such amounts as shall be necessary to make the cash rental payments to the extent other moneys are not available to make the cash rental payments. In no event may the County of Ingham levy ad valorem taxes for the purpose of paying the cash rental payments or for the Project in amounts in excess of the rate permitted by the Constitution and laws of the State of Michigan. In addition to its obligation to make cash rental payments, the County of Ingham will agree, in the contract of lease, to pay all costs and expenses of the Authority incidental to the issuance and payment of the bonds to the extent such expenses are not payable from the proceeds of the bonds and to pay the expenses of operating and maintaining the Project.

RIGHT TO PETITION FOR REFERENDUM

NOTICE IS FURTHER GIVEN, that this notice is given to and for the benefit of the electors and taxpayers of the County of Ingham in order to inform them that the Ingham County Board of Commissioners intends to authorize the execution of the above described contract of lease and also to inform them of their right to petition for a referendum upon the question of entering into the contract of lease. The County of Ingham intends to enter into the contract of lease without a vote of the electors thereon, but the contract of lease shall not become effective until 60 days after publication of this notice. If, within 45 days of the publication of this notice, a petition for referendum requesting an election on the contract of lease, signed by not less than 10% or 15,000 of the registered electors of the County of Ingham, whichever is less, has been filed with the County Clerk, the contract of lease shall not become effective unless approved by a majority of the electors of the County of Ingham voting thereon at a general or special election.

This notice is given by order of the Ingham County Board of Commissioners pursuant to Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended. Further information may be secured at the office of the undersigned County Clerk.

Barb Byrum
Ingham County Clerk

Published: _____, 2024

CONTRACT OF LEASE

THIS FULL FAITH AND CREDIT (LIMITED TAX) GENERAL OBLIGATION CONTRACT OF LEASE made as of the 1st day of _____, 2024, by and between the INGHAM COUNTY BUILDING AUTHORITY (sometimes hereinafter referred to as the "Authority"), a building authority organized and existing under and pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, (sometimes hereinafter referred to as "Act 31"), and the COUNTY OF INGHAM, a county organized and existing under the Constitution and laws of the State of Michigan (sometimes hereinafter referred to as the "County").

W I T N E S S E T H:

WHEREAS, the Authority has been incorporated by the County pursuant to Act 31 for the purposes set forth in Act 31; and

WHEREAS, the Community Mental Health Authority of Clinton-Eaton-Ingham Counties ("CMH") has requested the County to acquire, renovate, construct, furnish, equip, and improve Condo Unit 1 of a former healthcare facility located at 2727 S. Pennsylvania Avenue, Lansing, Michigan (sometimes hereinafter referred to as the "Project"); and

WHEREAS, it is proposed that the Authority finance all or part of the cost of the Project by the issuance of building authority bonds payable from cash rental payments by the County to the Authority pursuant to this Contract of Lease; and

WHEREAS, an estimate of [40] years and upwards as the period of usefulness of the Project and an estimate of \$26,000,000 as the cost of the Project have been prepared and have been filed with the County Clerk and the Secretary of the Authority; and

WHEREAS, in order to provide for acquiring, renovating, constructing, furnishing, equipping, improving, and financing the Project and to make possible the issuance of building authority bonds to defray all or part of the cost of the Project it is necessary for the parties to enter into this Contract of Lease.

THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS AND AGREEMENTS HEREINAFTER SET FORTH, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

The Authority shall, as soon as practicable after the effective date of this Contract of Lease, proceed to issue its building authority bonds in one or more series in the aggregate principal amount of \$26,000,000 or such lesser amount as shall be determined by the Commission of the Authority to be necessary to defray all or part of the cost of the Project, pursuant to and in accordance with the provisions of Act 31, and shall pledge for the payment of the principal of and interest on said bonds the receipts from the cash rental payments hereinafter agreed to be paid by the County. The bonds shall be serial bonds, term bonds or a combination thereof dated as of such date as shall be determined by the Authority, shall bear interest at a rate or rates not to exceed [7%] per annum and shall mature (subject to such prior redemption, if any, as may be provided in the bond authorizing resolution) on such dates and in such years as shall be determined in the resolution authorizing the issuance of the bonds. Upon receipt of the proceeds of the sale of the building authority bonds the Authority immediately shall deposit such proceeds (other than any premium, capitalized interest and accrued interest received from the purchaser of the bonds, which shall be transferred to the bond and interest redemption fund) into a construction fund, which shall be maintained as a separate depository account and from which shall be paid the cost of the Project.

After the building authority bonds have been sold, the Authority shall acquire, renovate, construct, furnish, equip, and improve the Project or cause the acquisition, renovation, construction, furnishing, equipping, and improving thereof.

The Authority shall approve the architect selected by CMH for the Project. All final plans and specifications prepared by the architect and the total project budget shall be reviewed and approved by CMH

before commencement of construction. The final plans and specifications and the total project budget shall also require approval of the Authority and the County, which approval shall not be unreasonably withheld.

The Authority shall approve the construction manager selected by CMH for the Project. After the plans and specifications have been approved by the Authority, CMH and the County, no changes shall be made except as approved by the Authority, the County and CMH in writing. The Authority, the County and CMH shall designate those persons who are authorized to approve changes to the plans and specifications. Any such changes shall be made by change order.

The cost estimate and the estimated period of usefulness for the Project, both of which heretofore have been filed with the County Clerk and the Secretary of the Authority, are approved, and adopted. The cost of the Project shall include not only the direct costs of acquiring, renovating, constructing, furnishing, equipping, and improving the Project but all other costs including, without limitation, all architectural, engineering, construction management, moving, financial, legal, printing and publishing costs and expenses incidental to the Project and to the issuance of the building authority bonds.

In the event that the Authority shall at any time determine that the Project cannot be completed at the estimated cost, the Authority immediately shall so notify the County in writing, specifying the additional funds required, and thereupon one of the following actions shall be taken: (a) the County shall pay or cause to be paid to the Authority in cash the additional amount so required, or (b) the Authority shall issue building authority bonds in such increased or additional principal amount as shall be necessary to complete the Project, or (c) the Project shall be modified so as to permit its completion within the estimated cost. No such increased or additional building authority bonds shall be issued unless the County and the Authority shall provide by amendment or supplement of this Contract of Lease for such issuance and for an increase in the cash rental payable by the County hereunder sufficient to permit payment of the principal of and interest on the increased or additional bonds. Any additional building authority bonds so issued shall have equal standing with the bonds hereinbefore authorized to be issued. The proceeds of any such cash payments or increased or additional bonds (except for accrued interest, premium and capitalized interest) shall be deposited into the construction fund for the Project.

If, after completion of the Project, moneys remain in the construction fund, such moneys shall be considered to be an unexpended balance of the proceeds of the sale of the bonds. Any unexpended balance of the proceeds of the sale of the bonds remaining after completion of the Project may be used to improve or enlarge the Project or for other Projects of the Authority leased to the County if such use is approved by the Michigan Department of Treasury, if required by law, and by the County. Any unexpended balance not so used shall be paid into the bond and interest redemption fund and the County shall receive a credit against the cash rental payments next due under this Contract of Lease to the extent of the moneys so deposited in the manner provided in the resolution authorizing the bonds.

CMH shall on behalf of the Authority require the contractor or contractors for the construction of the Project to furnish all necessary bonds guaranteeing performance and all labor and materials bonds and all owners protective, workers compensation and liability insurance required for the protection of the Authority and the County. All bonds and insurance, and the amounts thereof, shall be subject to approval of the County attorney. All such insurance shall be made effective from the date of issuance of the building authority bonds described in Section 1 or commencement of construction of the Project, whichever is later. The Authority also shall require a sufficient fidelity bond from any person handling funds of the Authority.

The Authority hereby leases the Project and the Site described on Exhibit A to the County for a term commencing on the effective date of this Contract of Lease and ending on [_____ 1, 20__], or such earlier date or later date as hereinafter provided. Possession of the Project shall vest in the County upon completion of construction of the Project. When all of the building authority bonds issued by the Authority to finance the Project have been retired, the Authority shall convey to the County or to CMH at the direction of the County all of its right, title and interest in the Project and any lands, air space, easements or rights-of-way appertaining thereto. Upon such conveyance by the Authority to the County, this Contract of Lease and the leasehold term shall terminate and the Authority shall have no further interest in, or obligations with respect to, the Project.

The County hereby agrees to pay to the Authority as cash rental for the Project herein leased to it by the Authority such periodic amounts as shall be sufficient to enable the Authority to pay the principal of and interest on the building authority bonds to be issued by the Authority as such principal and interest shall become due. On the 15th day of the month preceding the first date that any noncapitalized interest shall become due on the bonds and semiannually thereafter while any of the bonds remain outstanding the County shall pay to the Authority an amount sufficient to pay the interest due on the bonds on the first day of the following month. On the 15th day of the month preceding the first principal payment date on the bonds and annually thereafter while any of the bonds are outstanding the County shall pay the Authority an amount sufficient to pay the principal due on the bonds on the first day of the following month. If for any reason the cash rental payments made by the County are not used to pay the principal of and interest on the bonds, the County agrees to pay to the bondholders on behalf of the Authority as additional cash rental such amounts as are necessary to pay such principal and interest. The County hereby pledges its limited tax full faith and credit for the payment of the cash rental when due and agrees that it will levy each year such ad valorem taxes as shall be necessary for the payment of such cash rental which taxes shall be subject to applicable constitutional and statutory tax limitations. If the County, at the time prescribed by law for the making of its annual tax levy, shall have other funds on hand which have been set aside and earmarked for payment of its obligations for which a tax levy otherwise would have to be made, then the tax levy shall be reduced by the amount of such other funds. Such other funds may be raised from any lawful source. The obligation of the County to make such cash rental payments shall not be subject to any setoff by the County nor shall there be any abatement of the cash rentals for any cause including, but not limited to, casualty that results in the Project being untenable.

The County may pay in advance to the Authority any cash rental payments herein required to be made and in such event shall be credited therefor upon future-due cash rental payments as the County shall direct. Any such advance payments, if the County shall so direct, shall be used by the Authority to redeem or purchase bonds prior to maturity when and to the extent possible and to pay the interest thereon and any call premiums applicable thereto. Any such advance payments shall be deposited in the bond and interest redemption fund of the Authority.

The County also shall have the right to purchase bonds on the open market and to surrender the same to the Authority at any time. In the event that any bonds are redeemed or purchased and surrendered as above provided, the respective amounts which otherwise would have been payable as semiannual interest thereon shall be credited upon the cash rental payments otherwise required to be made on the cash rental payment dates next preceding such semiannual interest payment dates and the principal amount of such bonds shall be credited upon the cash rental payments otherwise required to be made on the cash rental payment dates next preceding the maturity dates of the bonds. Any bonds redeemed, purchased, or surrendered shall be cancelled.

In addition to the cash rental provided for in Section 7 hereof, the County hereby agrees to pay to the Authority all operating expenses of the Authority including expenses incidental to the issuance and payment of the bonds to the extent such expenses are not paid from the proceeds of the bonds. The obligations of the County to make such payments shall be limited tax general obligations of the County.

The County shall, at its own expense, operate and maintain the Project and shall keep the same in good condition and repair. The County may contract for the operation and maintenance of the Project or any part of the Project by a private party. Operation and maintenance shall include (but not be limited to) the providing of all personnel, equipment and facilities, all air conditioning, light, power, heat, telephone, water, sewage disposal, storm drainage and all other personnel services, equipment, and supplies, of whatever nature, as shall be necessary or expedient for the operation and maintenance of the Project. Premiums for insurance required to be carried upon or with respect to the Project or the use thereof and taxes levied upon either party hereto on account of the ownership or use thereof or rentals or income therefrom likewise shall be deemed operation and maintenance expenses. The obligation of the County to pay all costs and expenses of the operation and maintenance of the Project shall be a limited tax general obligation of the County.

The County shall provide, at its own expense, fire and extended coverage, malicious mischief and vandalism insurance in an amount which is at least equal to the amount of the building authority bonds outstanding from time to time or to the amount of the full replacement cost of the Project if that amount be less than the amount of bonds outstanding. Such insurance shall be payable to the County and the Authority as their interests

may appear and shall be made effective from the date of issuance of the building authority bonds described in Section 1 or commencement of construction of the Project, whichever is later. In the event of the partial or total destruction of the Project during or after construction, or if the Project is for any reason made unusable, the cash rental payments as provided in Section 7 hereof shall continue unabated. The County shall have the option to use the proceeds of insurance, in the event of loss or damage to the Project, for the repair or restoration of the Project. If the County shall determine not to use the proceeds of insurance for the repair or restoration of the Project the amount of such insurance proceeds shall be paid to the Authority and by it deposited in the bond and interest redemption fund and the County shall receive appropriate credits on future cash rental payments due.

The County shall provide adequate liability insurance protecting the County, the Authority, and the members of the Authority against loss on account of damage or injury to persons or property, imposed by reason of the ownership, possession, use, operation, or repair of the Project or resulting from any acts of omission or commission on the part of the County, the Authority, the members of the Authority or their agents, officers, or employees in connection therewith. Such insurance shall be made effective from the date of issuance of the building authority bonds described in Section 1 or commencement of construction of the Project, whichever is later.

The County shall hold the Authority and the members of the Authority harmless and to the extent permitted by law keep it fully indemnified at all times against any loss, injury, or liability to any person or property by reason of the use, misuse, or non-use of the Project by the County or by any other person or from any act or omission in, on or about the Project, including any liability resulting from any and all environmental matters pertaining thereto. The County shall, at its own expense, make any changes or alterations in, on or about the Project which may be required by any applicable statute, charter, ordinance or governmental regulation or order, and shall save the Authority and the members of the Authority harmless and free from all cost or damage in respect thereto.

The County, in its sole discretion, may install or construct in or upon, or may remove from the Project, any equipment, fixtures or structures and may make any alterations or structural changes as it may desire, but the

County shall not make any permanent alterations to the Project that will affect adversely the security for the building authority bonds to be issued by the Authority or the prompt payment of the principal of or interest on such bonds.

The Authority, through its officers, employees, or agents, may enter upon the Project at any time during the term of this Contract of Lease for the purpose of inspecting the Project and determining whether the County is complying with the covenants, agreements, terms, and conditions hereof.

Inasmuch as this Contract of Lease, and particularly the obligations of the County to make cash rental payments to the Authority, provides the security for payment of the principal of and interest on the building authority bonds to be issued by the Authority to finance the Project, it is hereby declared that this Contract of Lease is made for the benefit of the holders of said bonds as well as for the benefit of the parties and that said holders shall have contractual rights herein. In the event of any default on the part of the County, the Authority, and the holders of said bonds shall have all rights and remedies provided by law and especially by Act 31. The parties further covenant and agree that they will not do or permit to be done any act, and that this Contract of Lease will not be amended in any manner, which would impair the security of said bonds or the rights of the holders thereof. An amendment of this Contract of Lease to authorize the issuance of additional building authority bonds and providing for the payment of additional cash rentals for the payment thereof shall not be deemed to impair the security of the bonds or the rights of the holders.

This Contract of Lease shall inure to the benefit of, and be binding upon the respective parties hereto and their successors and assigns; provided, however, that no assignment shall be made in violation of the terms hereof nor shall any assignment be made which would impair the security of the bonds or the rights of the holders thereof.

Additional building authority bonds of equal standing with the bonds herein authorized may be issued, in addition to those for which provision is made in Section 3, for the purpose of making improvements or additions to the Project; provided, however, that no such bonds of equal standing may be issued unless this Contract of Lease is amended or supplemented to provide for such issuance and for an increase in the cash rental payments required to be made by the County in amounts sufficient to permit payment of the principal of and interest on

such additional bonds. Nothing in this Contract of Lease shall prevent the Authority from issuing building authority bonds to finance other Projects for lease to the County.

In the event the building authority bonds to finance the Project cannot be or are not issued by the Authority prior to [_____, 20__], the Project shall be abandoned and the County shall pay all expenses of the Authority incurred to the date of abandonment, and neither party shall have any further obligations under this Contract of Lease. The provisions of this Section 19 may be extended or waived by the parties by resolution of their respective governing bodies.

Except as otherwise provided herein, the right to give any consent, agreement or notice herein required or permitted shall be vested, in the case of the County, in its Board of Commissioners, and in the case of the Authority, in its Commission. Any notice required or permitted to be given hereunder shall be given by delivering the same, in the case of the County, to the County Clerk or the Deputy County Clerk, and in the case of the Authority, to any member of its Commission.

In the event there shall occur changes in the constitution or statutes of the State of Michigan which shall affect the organization, territory, powers or corporate status of the County, the terms and provisions of this Contract of Lease shall be unaffected thereby insofar as the obligation of the County to make cash rental payments is concerned. The proceeds of any sale or other liquidation of any interest of the County in the Project are hereby impressed with a first and prior lien for payment of any outstanding building authority bonds or other obligations of the Authority incurred by reason of the Project or any additions or improvements thereto.

This Contract of Lease shall become effective 60 days after a notice of intention of entering into this Contract of Lease has been published in a newspaper of general circulation in the County as required by Section 8b(3) of Act No. 31; provided, however, that if a petition for a referendum requesting an election on this Contract of Lease is filed with the County Clerk within 45 days after the notice is published, signed by not less than 10% or 15,000 of the registered electors of the County, whichever is less, then this Contract of Lease shall become effective only if and when approved by a majority of the electors of the County voting thereon. This Contract of Lease shall remain in full force and effect for the period herein provided and shall terminate on

[_____, 20__] or earlier, but only if and when the Authority shall have fully paid and discharged its liability with respect to the building authority bonds and any other obligations of the Authority or the County incurred with respect to the acquisition, renovation, construction, furnishing, equipping and improvement of the Project. If such amounts have not been fully paid on or prior to [_____, 20__], the terms of this Contract of Lease shall continue until such amounts have been fully paid.

[Signature Page Follows]

IN WITNESS WHEREOF, the INGHAM COUNTY BUILDING AUTHORITY, by its Commission,
and the COUNTY OF INGHAM, by its Board of Commissioners, each have caused this Contract of Lease to be
signed in its name, for and on its behalf, by its duly authorized officers, as of the day and year first above
written.

Witnessed:

INGHAM COUNTY BUILDING AUTHORITY

By:

Mattis D. Nordfjord, Chairperson

Witnessed:

By:

Gregg A. Todd, Secretary

Witnessed:

COUNTY OF INGHAM

By:

Ryan Sebolt, Chairperson
County Board of Commissioners

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

By:

Robert D. Townsend

EXHIBIT A

The Project includes the acquisition, renovation, construction, furnishing, equipping and improvement of Condo Unit 1 of a former healthcare facility located at 2727 S. Pennsylvania Avenue, Lansing, Michigan (collectively, the "Project").

The Site for the Project is described as follows:

Condominium Unit 1, 2727 S. Pennsylvania Avenue, Lansing, Michigan.

[To Be Updated or Revised]

STATE OF MICHIGAN)
)ss
COUNTY OF INGHAM)

On this ____ day of _____, 2024, in Ingham County, Michigan, before me appeared Mattis D. Nordfjord, the Chairperson of the Commission of the Ingham County Building Authority, a public corporation in the State of Michigan, and, being duly sworn, did say that the foregoing Contract of Lease was signed and sealed on behalf of said Authority by authority of its Commission, and the said person acknowledged said instrument to be the free act and deed of said Authority.

Notary Public, _____ County, Michigan
Acting in Ingham County, Michigan
My commission expires:

STATE OF MICHIGAN)
)ss
COUNTY OF INGHAM)

On this ____ day of _____, 2024, in Ingham County, Michigan, before me appeared Gregg A. Todd, the Secretary of the Commission of the Ingham County Building Authority, a public corporation in the State of Michigan, and, being duly sworn, did say that the foregoing Contract of Lease was signed and sealed on behalf of said Authority by authority of its Commission, and the said person acknowledged said instrument to be the free act and deed of said Authority.

Notary Public, _____ County, Michigan
Acting in Ingham County, Michigan
My commission expires:

STATE OF MICHIGAN)
)ss
COUNTY OF INGHAM)

On this ____ day of _____, 2024, in Ingham County, Michigan, before me appeared Ryan Sebolt, the Chairperson of the Ingham County Board of Commissioners of the County of Ingham, Michigan, and, being duly sworn, did say that the foregoing Contract of Lease was signed and sealed on behalf of said County by authority of its Board of Commissioners, and the said person acknowledged said instrument to be the free act and deed of said County.

Notary Public, _____ County, Michigan
Acting in Ingham County, Michigan
My commission expires:

Agenda Item 3

TO: Board of Commissioners: Humans Services, County Services, and Finance Committees

FROM: Morgan Feldpausch, Environmental Sustainability Manager

DATE: August 5, 2024

SUBJECT: Resolution to Accept a Grant to Implement Energy Conservation Measures

BACKGROUND

The County is the recipient of a State of Michigan Department of Environment, Great Lakes, and Energy Community Energy Management (CEM) Grant totaling \$100,000 to initiate energy conservation measures at the Forest Community Health Center facility. Resolution #21-210 declared the County’s commitment to climate justice, which included a commitment to ensuring that greenhouse gas emissions attributable to Ingham County facilities and operations are reduced to net-zero by the year 2040. Work towards this goal was continued by completing a county-wide ASHRAE Level II + Net Zero Energy Audit with Bureau Veritas in 2022, which recommended numerous energy conservation projects at County facilities.

The energy conservation measures detailed in the grant application, as identified, and recommended in the County’s 2022 Energy Audit, include the completion of re-commissioning the building’s energy management systems and its control systems, installation of an upgraded Building Automation System (BAS), and upgrading a portion of the building’s lighting to LED and installing automatic lighting controls. The Environmental Sustainability Manager worked directly with the Facilities Director and Facilities team to select and determine the projects for the CEM application. Selection of projects considered the timeline for implementation, the projected initial investment cost, estimated environmental and cost savings, and interdepartmental considerations (planned/upcoming department projects, department capacity, etc.).

Bureau Veritas Ingham County ASHRAE Level II + Net Zero Energy Audit

CEM GRANT PROJECTS 2024 - 2025

Building - Project Number	Implementation Level	Managing Entity	Project Description	Projected Initial Investment	Estimated Annual Savings			Total GHG Savings	Estimated Annual Cost Savings
					Natural Gas	Electricity	Water		
					(Therms)	(kWh)	(kGal)		
	(%)			(\$)				MtCO2/Yr	(\$)
Forest Community Health Center - 2	61%	Facilities	Upgrade Lighting to LED and Install Controls	\$61,980	0	29400.17	0	17.69	\$5,553
Forest Community Health Center - 5	100%	Facilities	Re-Commission Building and its Control Systems	\$20,800	1768	8615	0	15	\$2,314
Forest Community Health Center - 6	100%	Facilities	Reduce HVAC Hours of Operation	\$17,220	2701	15043	0	23	\$3,816
Total				\$100,000	4469	53058.17	0	55.69	\$11,683

ALTERNATIVES

The alternative is to not accept the grant.

FINANCIAL IMPACT

The grant gives the County the ability to implement energy conservation measures identified in County’s previously completed energy audit. The funding will support the implementation of several recommended energy conservation measures at the Forest Community Health Center. The implementation of these projects is expected to result in over \$11,000 of annual cost savings.

OTHER CONSIDERATIONS

The implementation of these projects will work towards meeting the County's operational net-zero greenhouse gas (GHG) emissions goal by implementing energy conservation measures. The implementation of these projects is expected to result in over 50 MtCO₂/Yr GHG emissions savings.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO ACCEPT A GRANT TO IMPLEMENT ENERGY CONSERVATION MEASURES

WHEREAS, on April 13, 2021, the Ingham County Board of Commissioners approved Resolution #21-195 that re-established the Environmental Affairs Commission (EAC); and

WHEREAS, on April 13, 2021, the Ingham County Board of Commissioners also approved Resolution #21-210 that declared a commitment to climate justice, which included a commitment to ensuring that greenhouse gas emissions attributable to Ingham County facilities and operations are reduced to net-zero by the year 2040; and

WHEREAS, in 2022, the Board of Commissioners furthered this work by completing a county-wide energy audit with Bureau Veritas, which recommended numerous energy conservation projects at County facilities; and

WHEREAS, with the support of the Ingham County Environmental Affairs Commission, the Environmental Sustainability Manager and the Facilities Department submitted an application for \$100,000 to the State of Michigan's Department of Environment, Great Lakes, and Energy Community Energy Management Grant program to initiate energy conservation measures at the Forest Community Health Center facility; and

WHEREAS, the energy conservation measures detailed in the grant application, as identified, and recommended in the County's 2022 Energy Audit, include the completion of re-commissioning the building's energy management systems and its control systems, installation of an upgraded Building Automation System (BAS), and upgrading a portion of the building's lighting to LED and installing automatic lighting controls.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby accepts the funding for the initiation of recommended energy conservation measures at the County's Forest Community Health Center facility from the Community Energy Management Grant program administered by the Michigan Department of Environment, Great Lakes, and Energy in the amount of \$100,000.

BE IT FURTHER RESOLVED, that the Controller/Administrator is authorized to make any necessary budget adjustments and to sign any required documents related to the submission of quarterly and final grant reports that are consistent with this resolution.

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

TO: County Services And Finance Committee

FROM: Stacy Sheridan-Byers, Director, Ingham County Farmland And Open Space Preservation Board

DATE: August 5, 2024

SUBJECT: Approval Of A Cooperative Agreement Between United States And Ingham County To Accept \$153,500

BACKGROUND

The Ingham County Farmland and Open Space Preservation Board applied to the Federal Agriculture Conservation Easement Program in 2023. From the 2022 application cycle, the FOSP Board submitted the Kirkpatrick Farm for consideration of matching funds. The Kirkpatrick Farm is located in Aurelius Township on Eifert Road. This property is a high priority for the program as it is located within a corridor with significant development pressure from Holt and Mason and is contiguous to a 1,100-acre block of permanently protected farmland. If preserved, the Kirkpatrick Farm will increase the size of this large block to nearly 1200 acres, thus furthering the goals of the FOSP Board by protecting blocks of land that support a long-term business environment for agriculture.

The Kirkpatrick Conservation Easement has been selected to receive matching funds in the amount of \$153,500 through the Federal Agriculture Conservation Easement Program.

ALTERNATIVES

The alternative would be to not accept Federal Funds and preserve the farm with 100% County Funds.

FISCAL IMPACT

The FOSP Board has funds available to match the federal contribution and close the Conservation Easement on the Kirkpatrick property.

RECOMMENDATION

The FOSP Board recommends accepting the Federal matching dollars of \$153,500 to purchase a Conservation Easement on the Kirkpatrick property.

Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION APPROVING A COOPERATIVE AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND INGHAM COUNTY TO ACCEPT \$153,500

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

WHEREAS, the Ingham County Board of Commissioners adopted the Ingham County Farmland and Open Space Purchase of Development Rights Ordinance in July 2004 and amended by Resolution #10-99; and

WHEREAS, the Ingham County Farmland and Open Space Preservation Board has scored and ranked all applications received for the 2022 and submitted one application to the Federal Agriculture Conservation Easement Program (ACEP) for the Kirkpatrick Farm; and

WHEREAS, the Ingham County Farmland and Open Space Preservation Board has funding in place to purchase the Permanent Conservation Easement Deeds on the top ranked properties from the 2022 application cycle.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves Agreement ACEP-ALE Agreement No. 545D21241HN contract #545D2121HP for \$153,500 between United States of America (The United States), acting by and through the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) on behalf of the Commodity Credit Corporation (CCC), and Ingham County for the implementation of the Agriculture Conservation Easement Program (ACEP) to purchase a Conservation Easement on the Kirkpatrick Farm, as attached.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Board Chair to sign Agreement ACEP-ALE Agreement No. 545D21241HN contract #545D2121HP for the purchase of a Conservation Easement on the Kirkpatrick Farm, after review and approval by County Attorney.

**Agricultural Conservation Easement Program –
 Agricultural Land Easement (ACEP-ALE)
 PARCEL COST-SHARE CONTRACT**

Lead ELIGIBLE ENTITY (Participant): COUNTY OF INGHAM	ACEP-ALE Program Agreement Number: 545D21241HN
State: MI	Parcel Contract Number: 545D21241HP
This parcel contract is effective on the date signed by the Natural Resources Conservation Service (NRCS) obligating official and extends through March 31, 2027 , or to March 31 of a subsequent fiscal year in accordance with the terms of the above-reference ACEP-ALE program agreement and as agreed to by all parties through the execution of a valid modification to this parcel contract as described herein.	

1. The undersigned eligible entities (participants) enter into this ACEP-ALE Parcel Cost-Share Contract (Parcel Contract) with the Natural Resources Conservation Service (NRCS) to acquire an agricultural land easement, as set forth in the above-referenced ACEP-ALE Program Agreement on the Parcel identified in the documents that comprise this Parcel Contract, including the proposed Parcel boundary map. The term "Parties" as used herein refers collectively to NRCS and the undersigned participants.
2. This Parcel Contract is comprised of this Form NRCS-CPA-1265, "ACEP-ALE Parcel Cost-Share Contract," and the Form NRCS-CPA-1265-Appendix and the Form NRCS-CPA-1266, "Schedule of Acquisition for Easements," which are hereby fully incorporated into this document and are binding upon the participants. The Form NRCS-CPA-1266 may be modified through the execution of Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," by both NRCS and the participant and becomes a part of the Parcel Contract when the parties have agreed to and signed Form NRCS-CPA-1267.
3. NRCS issuance of payment of the Federal share to the participants in the amount identified on Form NRCS-CPA-1266, or approved modifications thereto on Form NRCS-CPA-1267, will be based on a determination by NRCS that the participants have satisfied the terms and conditions of this Parcel Contract and above-referenced Program Agreement.
4. The participants agree to—
 - A) Identify on this Form NRCS-CPA-1265, all eligible entities (participants) under this Parcel Contract, and to identify one of the listed eligible entities as a "Lead Eligible Entity" to serve as the primary point of contact to NRCS for the purposes of administering this Parcel Contract and whose signature is required on all forms associated with this Parcel Contract.
 - B) Identify on this Form NRCS-CPA-1265, the other eligible entities (participants) whose signatures are required on the Form NRCS-CPA-1266, and any associated modification thereto on Form NRCS-CPA-1267, and the on the submission of Form NRCS-CPA-1268, "Conservation Activity Approval and Payment Application for Acquisition of Easements," to request payment of the Federal share associated with this Parcel Contract.
 - C) Obtain all required signatures on the Parcel Contract documents as identified on this Form NRCS-CPA-1265 and Form NRCS-CPA-1265-Appendix.
 - D) Comply with the terms and conditions of this Parcel Contract and the above-referenced ACEP-ALE Program Agreement, including providing to NRCS all required items identified therein.
5. **PARCEL CONTRACT PARTICIPANTS**
(May only be an Eligible Entity that is Party to the ACEP-ALE Program Agreement to which this Parcel Contract is associated; Payment Shares identified below must total 100 percent)

A) Lead ELIGIBLE ENTITY (Participant)

Lead Eligible Entity Name COUNTY OF INGHAM	TAX ID *****5629	
Eligible Entity Address, Telephone, e-mail PO BOX 215 MASON MI 48854 (517) 676-7220 none	DUNS RG1PCXBFX33	
	Payment Shares <i>(enter percent)</i>	100.00 %
Signature of Authorized Representative	Date	

ACEP-ALE PARCEL COST-SHARE CONTRACT

B) Additional ELIGIBLE ENTITIES (Participants)
(Attach additional pages as needed)

6. NRCS APPROVING OFFICIAL

NRCS State Conservationist Signature	Date:
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ACEP-ALE PARCEL COST-SHARE CONTRACT

PRIVACY ACT

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

NON-DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
USDA is an equal opportunity provider, employer, and lender.

**U.S. Department of Agriculture
Natural Resources Conservation Service (NRCS)
On behalf of the
Commodity Credit Corporation (CCC)**

**Agricultural Conservation Easement Program –
Agricultural Land Easements (ACEP-ALE)**

**Appendix to Form NRCS-CPA-1265
ACEP-ALE Parcel Cost-Share Contract**

Pursuant to the terms of ACEP-ALE PROGRAM AGREEMENT 545D21241HN the terms of which are incorporated by reference into this ACEP-ALE Parcel Cost-Share Contract (Parcel Contract), the Commodity Credit Corporation (CCC) by and through the Natural Resources Conservation Service (NRCS) and COUNTY OF INGHAM (hereinafter, whether singular or plural, **ENTITY**) enter this Parcel Contract to provide funds for the acquisition of an agricultural land easement by **ENTITY** on the NRCS-approved Parcel (Parcel) identified on Form NRCS-CPA-1266, "Schedule of Acquisition for Easements," or any modification thereto on Form NRCS-CPA-1267, "Modifications of the Schedule of Acquisition for Easements." Each eligible entity identified on Form NRCS-CPA-1265, "ACEP-ALE Parcel Cost-Share Contract," and in this appendix, must be identified as an **ENTITY** in the PROGRAM AGREEMENT, must be signatory to both the PROGRAM AGREEMENT and this Parcel Contract, must be a holder of the agricultural land easement deed, and is considered a participant in ACEP-ALE.

1. DEFINITIONS

The following definitions are applicable to the Parcel Contract and the associated PROGRAM AGREEMENT. All other words and phrases, unless the context of subject matter otherwise requires, shall have the meanings assigned to them in the PROGRAM AGREEMENT or the regulations governing ACEP at 7 CFR Section 1468.3.

1. Participant.—Is defined as an eligible entity who has entered into this Parcel Contract and is party to and responsible for implementing the terms and conditions of such Parcel Contract and associated PROGRAM AGREEMENT and who may receive payment of the ACEP-ALE cost-share assistance funds provided by NRCS as the Federal share.
2. Lead Eligible Entity.—As designated on the Form NRCS-CPA-1265, is one of the above-listed eligible entities who will serve as the primary point of contact to NRCS for the administration of this Parcel Contract; the lead eligible entity may serve as the primary signatory for executing specific documents associated with this Parcel Contract in accordance with designations made on the Form NRCS-CPA-1265.
3. Co-holder.—Is a legal entity that is identified in and signatory to the PROGRAM AGREEMENT and this Parcel Contract and will be identified as a co-holder (grantee) on the individual conservation easement deed to be held by **ENTITY** on the Parcel identified in this Parcel Contract.
4. Third-party Right Holder.—Is a legal entity identified in this Parcel Contract and that will be identified as a holder of a third-party right or other interest (not a grantee) on the individual conservation easement deed to be held by **ENTITY** on the Parcel identified in this Parcel Contract.
5. Landowner.—Is a person, legal entity, or Indian Tribe, having current legal ownership of eligible land and those who may be buying eligible land under a purchase agreement and as further specified in 7 CFR Section 1468.3.

2. PROGRAM ELIGIBILITY REQUIREMENTS

- A. NRCS is responsible to complete eligibility determinations for the land, landowner, and **ENTITY**. To remain in compliance with the terms of this Parcel Contract, **ENTITY** must provide NRCS sufficient and timely access, information, and documentation to complete these determinations.
- B. **ENTITY** acknowledges that NRCS requires all current landowners of record, including required members of landowner-legal entities to:
 - i. Complete and file Form AD-1026, "Highly Erodible Land Conservation (HELC) and Wetland Conservation (WC) Certification," or any successor form, and meet the requirements set forth therein, in accordance with title XII of the Food Security Act of 1985, as amended.
 - ii. Meet the requirements of, complete, and file Form CCC-941, "Average Adjusted Gross Income (AGI) Certification and Consent to Disclosure of Tax Information," or any successor form.
 - iii. Complete and file Form CCC-901, "Member's Information," or its equivalent, if the landowner is a business classified as a legal entity or joint operation by USDA under 7 CFR Part 1400.
 - iv. Maintain updated information with the Farm Service Agency as provided in 7 CFR Part 1400.
- C. **ENTITY** and co-holders identified in this Parcel Contract, must maintain current registration in the Dun and Bradstreet Data Universal Numbering System (DUNS) and meet the System for Award Management (SAM) registration requirements or successor registry for the duration of this Parcel Contract.

3. ACEP-ALE PARCEL COST-SHARE CONTRACT

- A. The term "Parcel Contract," as used in this appendix, means the program documents, including Form NRCS-CPA-1265, this NRCS-CPA-1265-Appendix, the associated Form NRCS-CPA-1266, and as applicable any Form NRCS-CPA-1267. Such Parcel Contract sets forth the terms and conditions additional to the associated PROGRAM AGREEMENT for the acquisition of an agricultural land easement on an individual Parcel and receipt of ACEP-ALE cost-share assistance for such acquisition.
- B. Execution of the Parcel Contract represents agreement by **ENTITY** to acquire an agricultural land easement on the identified Parcel or an agreed-to substitute Parcel under the terms specified in this Parcel Contract and the associated PROGRAM AGREEMENT.
- C. This Parcel Contract must be executed by an authorized representative of **ENTITY**, NRCS, and all identified co-holders.

4. AGREEMENT

ENTITY agrees to—

- 1. Comply with all terms and conditions, complete all activities, and submit all required documents to NRCS in accordance with the timelines outlined in this Parcel Contract and the associated PROGRAM AGREEMENT.
- 2. Provide NRCS the information necessary to complete the Form NRCS-CPA-1266 and as applicable, any modifications or changes thereto, on the Form NRCS-CPA-1267.
- 3. Notify NRCS as soon as possible, generally within 60 days, of any changes in landownership, provide NRCS the most current evidence of ownership documentation, and execute a modification on Form NRCS-CPA-1267 as needed to reflect the updated current ownership.
- 4. Share responsibility for ensuring the information on Form NRCS-CPA-1266 and modifications thereto on Form NRCS-CPA-1267 is accurate and complete. NRCS may be prohibited from

providing ACEP-ALE cost-share assistance if it is determined that the Parcel Contract information is not accurately reflected at the time of Parcel Contract execution and changes necessary to reflect the correct information are outside of the scope of the original Parcel Contract.

5. Not undertake any action on the Parcel which tends to defeat the purposes of this Parcel Contract, as determined by NRCS.
6. Allow NRCS representative or their agent access to the land under Parcel Contract for the purposes of conducting onsite visits needed to determine eligibility, conduct pre-acquisition due diligence activities, or complete any required planning activities.
7. Supply records and information, as required by NRCS, to determine compliance with the Parcel Contract and requirements of the program within 30 days of request.
8. Designate on Form NRCS-CPA-1266, or modification thereto on Form NRCS-CPA-1267, based on the status of the eligible entities that are party to this individual Parcel Contract, whether **ENTITY** will acquire the agricultural land easement subject to the “noncertified eligible entity” provisions or “certified eligible entity” provisions set forth in the PROGRAM AGREEMENT and this Parcel Contract. **ENTITY** may only elect to operate under the certified eligible entity provisions, if an eligible entity that is party to this Parcel Contract and the associated PROGRAM AGREEMENT has been certified by NRCS based on the certification requirements in 7 CFR 1468.26.
9. The agricultural land easement deed for the Parcel identified in this Parcel Contract must satisfy the requirements as described in section VI(A)(5), and the applicable paragraph VI(A)(6) for noncertified eligible entities or VI(A)(7) for certified eligible entities. **ENTITY** must identify the selected option to be used to address such deed requirements on Form NRCS-CPA-1266, or modification thereto using Form NRCS-CPA-1267, and:
 - a. For noncertified eligible entities, the agricultural land easement deed must contain the “Minimum Terms for the Protection of Agricultural Use,” (ALE minimum deed terms) and based on the option selected to address this requirement **ENTITY** must attach as an exhibit to this Parcel Contract either—
 - “Attach” Option Selected.—The version of the “ALE Minimum Deed Terms Addendum” that will be attached to the conservation easement deed,
 - “Incorporate” Option Selected.—The draft, unexecuted, NRCS NHQ-approved conservation easement deed with the ALE minimum deed terms incorporated, or
 - “Template” Option Selected.—The draft, unexecuted, NRCS NHQ-approved template deed that will be used for the Parcel.
 - b. For certified eligible entities, **ENTITY** may select the “Certified Eligible Entity Deed” option or may, with prior-NRCS approval only, select the “Other” option. A copy of the final conservation easement deed must be submitted to NRCS with the payment request package and as identified in the PROGRAM AGREEMENT.

5. AGRICULTURAL LAND EASEMENT PLAN

- A. **ENTITY** acknowledges that if the Parcel contains highly erodible cropland, a highly erodible land (HEL) conservation plan that meets the requirements of 7 CFR Part 12 must be developed by NRCS or an NRCS-certified planner, approved by NRCS prior to closing, and provided to **ENTITY** and landowner. The HEL conservation plan must be identified on Form NRCS-CPA-1266, or modification thereto on Form NRCS-CPA-1267 and may comprise the entirety of the agricultural land easement plan.
- B. If **ENTITY** has otherwise agreed to develop and maintain an agricultural land easement plan as described in the PROGRAM AGREEMENT and identified on the Form NRCS-CPA-1266, or modification thereto on Form NRCS-CPA-1267, **ENTITY** must ensure that the agricultural land easement plan is completed and signed by the **ENTITY** and landowner prior to closing.

- C. The agricultural land easement is not required to be subject to an agricultural land easement plan, however **ENTITY** must ensure that for agricultural land easement plans developed as agreed-to or required, that the agricultural land easement deed includes provisions related to such plans as set forth in the PROGRAM AGREEMENT.

6. PAYMENTS

- A. Based on a determination by NRCS that **ENTITY** has satisfied the terms and conditions of this Parcel Contract and the associated PROGRAM AGREEMENT and provided the items identified therein, NRCS may provide the Federal share for the purchase of the agricultural land easement acquired by the **ENTITY**.
- B. **ENTITY** may request payment of the Federal share as reimbursement after closing or as an advance payment prior to closing of an agricultural land easement on the identified Parcel.
- C. To obtain reimbursement or an advance payment of the Federal share, **ENTITY** must submit a payment request package, which includes Form NRCS-CPA-1268, "Conservation Activity Approval and Payment Application for Easements," and the accompanying information and documentation required by the form and as identified in the PROGRAM AGREEMENT and this Parcel Contract.
- D. **ENTITY** may submit the payment request package—
1. Sixty (60) days prior to the planned closing date when a payment is to be issued at closing (advance payment); or
 2. After the agricultural land easement has been recorded and the landowners have been paid (reimbursement).
- E. Payment of the Federal share for the purchase of an agricultural land easement on a Parcel owned by a legal entity, general partnership, or joint venture will be reduced by an amount commensurate with the direct or indirect ownership interest in the legal entity, general partnership, or joint venture of each person or legal entity determined to be subject to such reduction based on the average adjusted gross income provisions of 7 CFR Part 1400.
- F. Prior to disbursement of funds, the NRCS State Conservationist will verify that **ENTITY** has provided all documentation, certifications, and information required by the terms of this Parcel Contract and the associated PROGRAM AGREEMENT. NRCS will conduct an internal review of the payment request package in accordance with NRCS easement acquisition internal controls policy. The NRCS State office will submit a copy of the payment request package for national review and approval for all payments that require national-level review. For advance payments, complete payment request packages for national review must be submitted by NRCS at the State level to NRCS NHQ no less than 30 days before the planned closing date.
- G. NRCS will disburse payment following receipt of a fully complete and correct payment request package from **ENTITY** within 30 days if the Federal share for the individual easement is less than \$250,000 and within 60 days if the Federal share for the individual easement is \$250,000 or greater.
- H. If NRCS provides an advance payment, **ENTITY** must obtain a receipt for the Federal funds from the closing agent and provide it to NRCS prior to closing. **ENTITY** must ensure the closing agent does not hold the Federal funds in escrow for more than 30 calendar days. If closing does not occur within 30 calendar days of receipt of the advance payment, **ENTITY** must ensure the Federal funds and any interest earned on those funds while in escrow are returned to NRCS by the 31st calendar day unless otherwise mutually agreed to by the parties. **ENTITY** must ensure that the Federal funds are fully insured while held in escrow.
- I. All payments received as part of this Parcel Contract are reported to the United States Internal Revenue Service (IRS). For information related to tax liabilities, it is recommended that **ENTITY** consult with a tax professional as needed.
- J. Any **ENTITY** that will receive any share of a payment made for the implementation of this Parcel

Contract must be a signatory on the Parcel Contract and eligible for such payment. Payments will occur in accordance with the shares to which the parties have agreed as set forth on Form NRCS-CPA-1265 or in a fully executed modification on Form NRCS-CPA-1267, signed by all eligible entities. The Lead Eligible Entity on the Parcel Contract may sign the easement payment application, Form NRCS-CPA-1268, unless such signature authority is specifically not granted or assigned.

7. PROVISIONS RELATING TO TENANTS AND LANDLORDS

No payment will be approved if NRCS determines that any of the following conditions exist:

1. The landowner or operator has tenants who have an interest in land with a lease that has not been properly terminated or modified, and would interfere with **ENTITY**'s ability to implement the terms of this Parcel Contract or associated PROGRAM AGREEMENT.
2. **ENTITY** or landowner has adopted any other scheme or device for the purpose of depriving any tenant of any benefits to which such tenant would otherwise be entitled. If any such conditions occur or are discovered after payments have been made, all or any part of the payments, as determined by NRCS, must be refunded according to paragraph 10(B) of this appendix, and no further payments will be made.

8. PARCEL CONTRACT MODIFICATION, CORRECTION, AND CANCELLATION

- A. **ENTITY** and NRCS may modify this Parcel Contract by mutual agreement through the execution of a Form NRCS-CPA-1267 when—
 1. Both the **ENTITY** and the NRCS State Conservationist agree to the modification;
 2. NRCS had determined the modification is consistent with the purposes of the program; and
 3. **ENTITY** has provided all information needed for the modification and NRCS had completed all associated eligibility and programmatic determinations.
- B. All modifications must be approved in writing by the authorized NRCS official and **ENTITY**. The Lead Eligible Entity may approve modifications to the Parcel Contract on behalf of others signatory to the Parcel Contract unless such signature authority is specifically denied on the Form NRCS-CPA-1265.
- C. NRCS may unilaterally cancel this Parcel Contract when the easement acquisition would cause adverse impacts to significant cultural or environmental resources without mitigation action unless NRCS and **ENTITY** modify this Parcel Contract to address such impacts.
- D. NRCS reserves the right to correct all errors in entering data or the results of computations in this Parcel Contract. If **ENTITY** does not agree to such corrections, NRCS will terminate the Parcel Contract.

9. PARCEL CONTRACT TERMINATION

- A. If **ENTITY** fails to carry out the terms and conditions of this Parcel Contract, NRCS may terminate this Parcel Contract. NRCS may require **ENTITY** to refund payments received under this Parcel Contract. Refunds will be subject to the provisions in paragraph 10(B) of this appendix.
- B. The NRCS may terminate this Parcel Contract, in whole or in part, without liability, if NRCS determines that continued operation of this Parcel Contract will result in the violation of a Federal statute or regulation, if NRCS determines that certain actions undermine the ability of the land to accomplish the purposes of ACEP-ALE, or if NRCS determines that termination would be in the public interest. In the event this Parcel Contract is terminated for any reason, the obligations of the parties will be as set forth in 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

- C. The Parcel Contract terminates upon dissolution of the **ENTITY**.
- D. NRCS may determine **ENTITY** is not in violation of this Parcel Contract for failure to comply with the Parcel Contract if the circumstances for failing to comply were beyond the control of the **ENTITY**, including a disaster or related condition, as determined by the NRCS.
- E. Upon death of a landowner, this Parcel Contract will be terminated with no penalty to the parties to this Parcel Contract unless the landowner, court of appropriate jurisdiction, or operation of State law, appointed an executor or other estate representative to act on the landowner's behalf and such executor or estate representative is determined eligible by NRCS and identified on the Form NRCS-CPS-1267 or an NRCS-approved substitute parcel is identified.
- F. Nothing in this Parcel Contract will be construed as to limit or condition any right acquired by the United States under any associated ACEP-ALE easement.

10. RECOVERY OF COST

- A. The parties agree that NRCS will incur costs in administering this Parcel Contract. The parties further agree that in the event **ENTITY** violates the terms of this Parcel Contract, **ENTITY** voluntarily terminates this Parcel Contract before any contractual payments have been made, or this Parcel Contract is terminated with cause by NRCS, the NRCS is entitled to be reimbursed for these costs.
- B. Collection of amounts due from **ENTITY** for contract violation, improper payment, or any other reason will follow procedures of 7 CFR Part 1403. NRCS will notify **ENTITY** and provide the reason for the collection and the amount owed. Unpaid debts accrue interest due to the NRCS beginning 30 days after the billing date at the current value of funds rate published in the Federal Register by the United States Department of Treasury.

11. PERIOD OF PERFORMANCE

Within the timeframes established by NRCS, the documents that comprise this Parcel Contract must be signed, as identified therein, by an authorized representative of each eligible entity that is party to this Parcel Contract, and this NRCS-CPA-1265-Appendix must be signed by an authorized representative of each identified co-holder. This Parcel Contract is effective when signed by **ENTITY** and then executed by an authorized representative of NRCS. The contract term begins on the date NRCS executes the Parcel Contract as indicated on the Form NRCS-CPA-1265. The period of performance must be indicated on the Form NRCS-CPA-1266 or any modification thereto, on the Form NRCS-CPA-1267. This Parcel Contract remains valid until such time as the Parcel Contract expiration date is reached unless otherwise cancelled or terminated by the parties to the Parcel Contract pursuant to the terms and conditions of this Parcel Contract or the associated PROGRAM AGREEMENT. In the event that a statute is enacted during the period of this Parcel Contract which would materially change the terms and conditions of this Parcel Contract, the NRCS may require **ENTITY** to either modify this Parcel Contract consistent with the provisions of such statute or agree to Parcel Contract termination.

12. GENERAL TERMS

- A. The regulations in 7 CFR Part 1468 for ACEP-ALE are incorporated, by reference, herein. In the event of a conflict between these regulations and the terms of this appendix, the provisions of the regulations will prevail.
- B. This Parcel Contract must be carried out in accordance with all applicable Federal statutes and regulations. Any ambiguities in this Parcel Contract and questions as to the validity of any of its specific provisions will be resolved in favor of NRCS so as to give maximum effect to the conservation purposes of this Parcel Contract.

- C. NRCS is administering this Parcel Contract on behalf of CCC. Therefore, where this Parcel Contract refers to "NRCS," NRCS is acting on CCC's behalf for the purposes of administering this Parcel Contract. When the term "**ENTITY**" is used in this Parcel Contract, it will be construed to mean all eligible entities identified in this Parcel Contract.
- D. This Parcel Contract is a financial assistance agreement, not a procurement contract. As such, it is not subject to 5 CFR Part 1315, the Prompt Payment Act, and is governed by the terms set forth herein.

13. CERTIFICATION AND ASSURANCES REGARDING COMPLIANCE WITH PROVISIONS APPLICABLE TO FINANCIAL ASSISTANCE (see generally 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards")

As a condition of this Parcel Contract entered into pursuant to the associated PROGRAM AGREEMENT, **ENTITY** certifies and assures that they are in compliance with and will comply in the course of this Parcel Contract and the associated PROGRAM AGREEMENT with all applicable laws, regulations, Executive orders, and other generally applicable requirements, including those set out in 2 CFR Part 200, applicable to nonprofit institutions, which are hereby incorporated into this Parcel Contract by reference, and such other regulatory and statutory provisions as are specifically set forth in the associated PROGRAM AGREEMENT and herein.

14. RIGHTS TO APPEAL AND REQUEST EQUITABLE RELIEF

- A. **ENTITY** may appeal an adverse decision under this Parcel Contract in accordance with the appeal procedures set forth in 7 CFR Part 11, Subpart A, and Part 614. Pending the resolution of an appeal, no payments will be made under this Parcel Contract. Before an **ENTITY** seeks judicial review, **ENTITY** must exhaust all appeal rights granted within these regulations.
- B. **ENTITY** may also request equitable relief, as provided under 7 U.S.C. Section 7996, and 7 CFR Part 635, with the requirements of that provision.

15. DRUG-FREE WORKPLACE (2 CFR Part 182 and 2 CFR Part 421)

By signing this Parcel Contract, **ENTITY** certifies that **ENTITY** will comply with the requirements of 2 CFR Part 182 and 2 CFR Part 421. If it is later determined that **ENTITY** knowingly rendered a false certification or otherwise violated the requirements of the Drug-Free Workplace Act, NRCS, in addition to any other remedies available to NRCS under this Parcel Contract or associated PROGRAM AGREEMENT or in general to the United States, may take action authorized under the Drug-Free Workplace Act.

The following ELIGIBLE ENTITIES and Co-Holders, by entering their signatures, acknowledge receipt of this Form NRCS-CPA-1265-Appendix and agree to its terms and conditions thereof.

By signing this document, you acknowledge and agree that all the information provided is true and accurate on your behalf. Any false certifications made by signing this Appendix may subject the signatory to criminal and civil fraud statutes. You further acknowledge that you have read and accept all terms and conditions provided in this appendix.

ELIGIBLE ENTITY – SIGNATURE OF AUTHORIZED REPRESENTATIVE

(All signatory Eligible Entities must be party to the associated Program Agreement and must be identified on the Form NRCS-CPA-1266, "Schedule of Acquisition for Easements" and any subsequent Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," for this Parcel Contract)

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

CO-HOLDERS – SIGNATURE OF AUTHORIZED REPRESENTATIVE

(All signatory Co-Holders must be signatory to the associated Program Agreement and must be identified on the Form NRCS-CPA-1266, "Schedule of Acquisition for Easements" form and any subsequent Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," for this Parcel Contract)

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

THIRD-PARTY RIGHT HOLDERS – SIGNATURE OF AUTHORIZED REPRESENTATIVE

(Optional, only required if ENTITY requires Third-Party Right Holders to Sign this appendix) (All signatory Third-Party Right holders may be identified on the associated Program Agreement and must be identified on the Form NRCS-CPA-1266, "Schedule of Acquisition for Easements" and any subsequent Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," for this Parcel Contract)

_____ Date _____

_____ Date _____

_____ Date _____

_____ Date _____

PRIVACY ACT

The following statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

This information collection is exempted from the Paperwork Reduction Act under 16 U.S.C. 3801 note and 16 U.S.C. 3846.

NON-DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

SCHEDULE OF ACQUISITION FOR EASEMENTS					
Lead ELIGIBLE ENTITY (Participant) COUNTY OF INGHAM			STATE MI	PARCEL CONTRACT EXPIRATION DATE March 31, 2027	
ACEP-ALE PROGRAM AGREEMENT NUMBER 545D21241HN			RCPA 2014 FARM BILL AGREEMENT NUMBER (Complete ONLY if Parcel Associated with RCPA Agreement)		
Enrollment Type (Check One):	<input checked="" type="checkbox"/> General ALE	Transaction Type (Check One):	<input checked="" type="checkbox"/> Standard Transaction	Designation of Program Agreement and Parcel Contract Provisions Based on Eligible Entity Status (Check One):	<input checked="" type="checkbox"/> Non-Certified Eligible Entity Provisions
	<input type="checkbox"/> ALE – Grassland of Special Environmental Significance (GSS)		<input type="checkbox"/> Pre-closing Buy-Protect-Sell Transaction		<input type="checkbox"/> Certified Eligible Entity Provisions ^{1/7}
			<input type="checkbox"/> Post-closing Buy-Protect-Sell Transaction		
INSTRUCTION: COMPLETE EACH SECTION					
SECTION 1: Parcel Contract and Location Information (A copy of the proposed Parcel boundary map must be attached to this Form NRCS-CPA-1266)					
PARCEL CONTRACT NUMBER 545D21241HP	TOTAL EASEMENT ACRES 86.5	LAND UNITS OR LEGAL DESCRIPTION T2N, R2W, Sec 4		SERVICE CENTER AND COUNTY MASON SERVICE CENTER, INGHAM	
SECTION 2: Conservation Easement Deed Language (Check one and follow applicable instructions)			SECTION 3: Agricultural Land Easement Plan Components^{2/} (Check all that apply)		
<input type="checkbox"/> Attach Option. —ALE Minimum Deed Terms will be attached as an Addendum to the Conservation Easement Deed (The version of the ALE Minimum Deed Terms Addendum that will be attached to the conservation easement deed must be attached to this Form NRCS-CPA-1266).			<input type="checkbox"/> Highly Erodible Land (HEL) Conservation Plan		
<input checked="" type="checkbox"/> Incorporate Option Incorporate Option.—ALE Minimum Deed Terms will be incorporated into the Conservation Easement Deed (A copy of the unexecuted, NRCS NHQ-approved conservation easement deed must be attached to this Form NRCS-CPA-1266 or through a modification using Form NRCS-CPA-1267).			<input type="checkbox"/> Comprehensive Agricultural Land Easement Plan		
<input type="checkbox"/> Template Option Template Option.—ALE Minimum Deed Terms addressed in an NRCS NHQ-Approved Template Deed (A copy of the NRCS NHQ-approved template conservation easement deed must be attached to Form NRCS-CPA-1266 or through a modification using Form NRCS-CPA-1267).			<input type="checkbox"/> Grasslands Management Plan		
<input type="checkbox"/> Certified Eligible Entities ONLY. —Certified Eligible Entity Conservation Easement Deed (A copy of the final conservation easement deed must be submitted to NRCS in as part of the payment request package as identified on Form NRCS-CPA-1268, "Conservation Activity Approval and Payment Application for Easements").			<input type="checkbox"/> Forest Management Plan		
<input type="checkbox"/> Other .—Include Explanation (selection of this option requires prior NRCS approval).			<input type="checkbox"/> None		
SECTION 4: Easement Cost Information					
A. Estimated Fair Market Value of Agricultural Land Easement				\$307,000.00	
B. Requested Federal Share for the ALE				\$153,500.00	
<ul style="list-style-type: none"> • General ALE: Federal Share cannot exceed 50% of Item A • ACEP-ALE-GSS: Federal Share cannot exceed 75% of Item A 					
C. Total Estimated Non-Federal Share^{3/} (The amount shown here is the total of—				\$153,000.00	
<ul style="list-style-type: none"> • All entity cash contributions for payment of easement compensation to the landowner. • All landowner donations toward easement value. • Only the amounts of eligible procured costs that may be relied upon to meet the minimum non-Federal share requirements. • Only the amounts of Stewardship funds contributed by the eligible entity that may be relied upon to meet the minimum non-Federal share requirement, limited to 2% of item (A) above. 					
SECTION 5: Eligible Entity (attach additional sheets as necessary)					
A. Name of Eligible Entity - List all Eligible Entities that are party to this Parcel Contract	B. Role of Eligible Entity - Independent - Dependent	C. Certified Eligible Entity^{1/} - Yes - No	D. Payment Shares (Percentage) - Enter percentage from Form NRCS-CPA-1265 - Total must equal 100%	E. Distribution: Estimated Amount of Federal Share to be paid to Eligible Entity - Federal share may only be paid to an Eligible Entity - Total must equal section 4, item (B) above	
COUNTY OF INGHAM	Independent	No	100.00%	\$153,500.00	
			Totals	100.00% \$153,500.00	

SECTION 6: Other Interest Holder Information <i>(attach additional sheets as necessary)</i>				
A. Name of Legal Entity - List all co-holders or third-party right holders that will be identified in the Conservation Easement Deed for this Parcel			B. Role of Legal Entity - Co-holder - Third-Party Right Holder	
SECTION 7: Parcel Landowner Information <i>(attach additional sheets as necessary) (Only one landowner may be identified as the decisionmaker in column B below)</i>				
A. Landowner Name^a	B. Decision Maker (Yes/No)	C. Ownership Share (%) of Parcel	D. Adjusted Gross Income (AGI) Waiver Approved^d (Yes/No)	E. Commensurate Reduction (%) applied at payment^e
SHAWN MICHAEL KIRKPATRICK	✓	50.00%	<input type="checkbox"/>	0.00%
DARCY LYNN KIRKPATRICK	<input type="checkbox"/>	50.00%	<input type="checkbox"/>	0.00%
Total Ownership Shares (Must Equal 100%):		100.00%		

NOTES:

¹Acquisition of the agricultural land easement on the identified Parcel may occur in accordance with the certified eligible entity provisions of the above-referenced Program Agreement and this Parcel Contract only if at least one eligible entity identified in section 5 above has been certified by NRCS and if the designation to proceed subject to the certified eligible entity provisions has been made on this Form NRCS-CPA-1266.

²In accordance with the provisions of the above-referenced Program Agreement and this Parcel Contract, an eligible entity may elect to develop on its own, a comprehensive agricultural land easement plan, a grassland management plan, or a forest management plan, however, if the Parcel contains highly erodible cropland, the associated HEL conservation plan must be developed by NRCS or an NRCS-certified planner.

³The specific breakdown of the final amounts and sources that comprise the non-Federal share must be provided in the "Statement to Confirm Matching Funds," (Form NRCS-CPA-230, or successor form) submitted to NRCS.

⁴NRCS must be notified of any changes in landownership prior to closing in accordance with the terms of this Parcel Contract. If prior to closing, the parcel ownership is different than reflected on this document, the landowners must be eligible, as determined by NRCS and a Form NRCS-CPA-1267, "Modification of the Schedule of Acquisition for Easements," must be executed to reflect current ownership.

⁵Prior to the execution of Form NRCS-CPA-1266, all landowners must be determined compliant with the AGI provisions as set forth in 7 CFR Part 1400, and such determination remains in effect for the duration of the Parcel Contract unless a change is made that affects the existing AGI determination, including the applicability of any AGI waivers granted by NRCS. Before Form NRCS-CPA-1267 may be executed to modify the Parcel Contract to reflect such changes, the landowners must be determined compliant with the AGI provisions.

⁶NRCS must determine whether payment of the Federal share must be commensurately reduced in accordance with 7 CFR Part 1400 and as described in Form NRCS-CPA-1265-Appendix. The amount shown is the anticipated percent by which payment of the total Federal Share will be reduced. The amount of the actual payment of the Federal share provided by NRCS will reflect the final commensurate reduction determinations made prior to issuing such payment.

Certification of Participants	
Lead Eligible Entity – Authorized Representative Signature	Date

Signature of NRCS Approving Official	
NRCS State Conservationist Signature	Date

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TO: Board of Commissioners County Services Committee
FROM: Stacy Byers, Director Farmland and Open Space Preservation Board
DATE: AUGUST 6, 2024
SUBJECT: Resolution Approving The Farmland And Open Space Preservation (FOSP) Board's Recommended Selection Criteria (Scoring System) For The 2024 Farmland And Open Space Application Cycles And Approve The FOSP Board To Host A 2024 Application Cycle

BACKGROUND

This resolution approves the 2024 Farmland and Open Space Selection Criteria's (Scoring System) for ranking landowner applications. The Ingham County Farmland and Open Space Preservation Board recommends the County Board of Commissioners adopt the 2024 Selection Criteria's for both the Farmland and Open Space Preservation programs and approve the FOSP Board to host a 2024 Farmland and Open Space Preservation application cycle.

ALTERNATIVES

There are no other alternatives to the selection criteria.

FINANCIAL IMPACT

There will be future costs associated with a 2024 Farmland and Open Space Application Cycle, including, but not limited to, postage and mailings, newspaper announcement costs, and staff time to assist with scoring and ranking applications. Once all Applications, both new and old, are scored and ranked, the FOSP Board will recommend approval of the top ranked applicants by the Board of Commissioners. Those costs are included in the 2024 budget.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of promoting environmental protection, smart growth, and conservation.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution for approving the farmland and open space preservation board's recommended selection criteria (scoring system) for the 2024 farmland and open space application cycles and approve the FOSP board to host a 2024 application cycle.

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS:

RESOLUTION TO APPROVE THE FARMLAND AND OPEN SPACE PRESERVATION (FOSP) BOARD'S RECOMMENDED SELECTION CRITERIA (SCORING SYSTEM) FOR THE 2024 FARMLAND AND OPEN SPACE APPLICATION CYCLES AND APPROVE THE FOSP BOARD TO HOST A 2024 APPLICATION CYCLE

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

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

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

WHEREAS, Ingham County voters passed a millage of 0.14 mills in 2008 and renewed that millage in 2018 to fund purchases of agricultural conservation easements through the Ingham County Farmland and Open Space Preservation Program; and

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

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

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the attached 2024 Farmland and Open Space Selection Criteria's developed by the Ingham County Farmland and Open Space Preservation Board as set forth in the Farmland and Open Space Preservation Ordinance passed July 27, 2004.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners authorizes the Ingham County Farmland and Open Space Preservation Board to host a 2024 farmland and open space preservation application cycle.

Selection Criteria for **Open Space** Land Preservation Program
2024 Application Cycle (approved 5-21-24)

Criteria Sections	
Ecological, scenic, geological criteria	113 points
<u>Property size and location criteria</u>	<u>55 points</u>
<i>Maximum Total Points</i>	<i>168 points</i>

I. ECOLOGICAL, SCENIC AND GEOLOGICAL CRITERIA (Maximum 103 POINTS)

- 1. Potential Conservation Area(s) (from the Greening Mid-Michigan Project) maximum points: 20**
- 1. Highest Potential** 20 points
 - 2. High Potential** 16 points
 - 3. Medium Potential** 12 points
 - 4. Low Potential** 8 points

Example: parcels fall within a High Potential Conservation Area = 16 points

2. Water quality values

- 1. Riparian land maximum points: 20**

Property with a water frontage of 200 linear feet or greater receives 20 points. Points for a property with water frontage of less than 200 linear feet are: $20 \times \text{linear feet of water frontage}/200 = \text{points}$.

Example: parcel has 75 feet of water frontage on the Red Cedar River: $20 \times 75 = 1500/200 = 7.5 \text{ points}$

- 2. Wetlands, including buffer area maximum points: 20**

Property that is 100% wetland receives 20 points. Points for a property with less than 100% wetland are: $10 \times \text{percent in wetland} = \text{points}$.

Example: 5 acres of an 40 acre parcel is wetland: $20 \times 12.5/100 (5/40 = 0.125) = 250/100 = 2.5 \text{ points}$

- 3. Aquifer recharge land maximum points: 20**

Property that is qualified by the MSU RS&GIS model as aquifer recharge land will receive points based on the following formula; $20 \times \text{percent aquifer recharge land} = \text{points}$.

Example: 10 acres of a 20 acre parcel is recharge land: $20 \times 50/100 (10/20 = 0.5) = 1000/100 = 10 \text{ points}$

3. Habitats

- 1. Forestland maximum points: 10**

Property that is 100% forest land receives 10 points. Points for a property with less than 100% forest land are: $10 \times \text{percent in forest land} = \text{points}$.

Example: 15 acres of a 20 acres parcel is wooded: $10 \times 75/100 (15/20 = 0.75) = 750/100 = 7.5 \text{ points}$

- 2. Others – grassland, shrub land, etc. maximum points: 10**

Property that is 100% in other types of natural habitat receives 10 points. Points for a property with less than 100% in other types of habitat are: $10 \times \text{percent in other types of habitat} = \text{points}$.

Example: 10 acres of a 15 acre parcel is grassland: $10 \times 66/100 (10/15 = 0.66) = 660/100 = 6.6 \text{ points}$

- 4. Rare species maximum points: 10**

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

Up to 10 points may be given depending on the Bio-Rarity Score category for the parcels; from the Greening Mid-Michigan Project using Michigan Natural Features Inventory. Bio-rarity Score .01-11.5 = 2.5 points.

11.51-24.0 = 5 point, 24.01-40.5 = 7.5 points, 40.51 and over = 10 points

Example: Parcel has a Bio-Rarity Score of 28 = 7.5 points

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

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

II. PROPERTY SIZE and LOCATION CRITERIA (Maximum 55 points)

6. Parcel size **maximum points: 20**

Parcels of 100 acres or greater receives 20 points. Points for a property of less than 100 acres are: $20 \times$ acreage of parcel/100 = points.

Example: Parcel is 40 acres in size: $20 \times 40/100 = 800/100 = 8$ points

Parcels MUST be contiguous to be considered under one application. Parcels that are not contiguous must be submitted under different applications. For example, if two 80 acre parcels are applied, but are 1/2 mile apart, each 80 acre parcel will have its own application. This a new policy adopted in 2022.

7. Proximity to Designated Population Center in Ingham County (As Defined in "Regional Growth: Choices For Our Future", Summary Report, Tri-County Regional Planning Commission, September 2005. Population Centers for the purposes of this criteria, include areas around Lansing, Mason, and Williamston) **maximum points: 20**

<i>Distance to Lansing</i>	<i>max points</i>	<i>20</i>	<i>Distance to Mason, Williamston</i>	<i>max points</i>	<i>10</i>
<i>Property is up to 1 mile from Lansing Pop</i>	<i>20</i>		<i>Property is up to 1 mile, or within city boundary</i>	<i>10</i>	
<i>Property is 1-2 miles from Pop Center</i>	<i>15</i>		<i>Property is 1-2 Miles from Pop Center</i>	<i>8</i>	
<i>Property is 2-3 miles from Pop Center</i>	<i>10</i>		<i>Property is 2-3 miles from Pop Center</i>	<i>6</i>	
<i>Property is 3-4 miles from Pop Center</i>	<i>5</i>		<i>Property is 3-4 miles from Pop Center</i>	<i>4</i>	

Example: Property is located 1.5 miles from Lansing Designated Population Center Total points = 15

Example: Property is located 4 miles from City boundary of Mason Total points = 4

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

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

Property is adjacent to protected land 10 points

Property is not adjacent but within 1/2 mile of protected land 8 points

Property is not adjacent but within 1 mile of protected land 6 points

Property is not adjacent but within 2 miles of protected land 4 points

Example: Parcel is between 1/2 mile and 1 mile of an already protected property = 6 points

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

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

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

10. Block applications

maximum points: 3

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

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

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

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

MAXIMUM TOTAL POINTS POSSIBLE – 168

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

Selection Criteria for Farmland Preservation Program

2024 Application Cycle (approved 5-21-24)

Criteria

I.	Agricultural Characteristics	55 points
II.	Development Pressure	68 points
III.	Additional Ag Protection Efforts	35 points
IV.	Other Criteria	15 points
V.	Total Points	173 points

I. AGRICULTURAL CHARACTERISTICS (55 POINTS)

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

Prime and Unique Soils

Prime under all circumstances

20 points

Prime if adequately drained

15 points

Not prime or unique

0 points

Example: 70% of parcel is prime under all circumstances (0.70 x 20 pts) = 14 points
30% of parcel is prime if adequately drained (0.30 x 15 pts) = 4.5 points
Total points = 18.5 points

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

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

Example: Parcel size is 150 acres: 150 x 0.1 = 15

Example: Parcel is 85 acres: 85 x 0.1 = 8.5

Example: Parcel is 350 acres: 350 x 0.1 = 35; 15 points, the maximum possible

Example: Parcel is 13 acres: (0 points for parcel less than 14.99 acres)

Parcels MUST be contiguous to be considered under one application. Parcels that are not contiguous must be submitted under different applications. For example, if two 80- acre parcels are applied, but are ½ mile apart, each 80 acre parcel will have its own application. This a new policy adopted in 2022.

3. Additional Agricultural Income Maximum Points: 15

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

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

4. Proximity to Existing Livestock Farms

Maximum Points: 5

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

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

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

II. DEVELOPMENT PRESSURE (68 POINTS)

5. Proximity to Existing Public Sanitary Sewer or Water, or Both

Maximum Points: 20

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

- Less than one-half (1/2) mile from sewer or water 20 points
- One-half (1/2) mile or more but less than 1 mile 15 points
- One (1) mile or more but less than 2 miles 10 points
- Two (2) miles or more but less than 5 miles 5 points
- More than 5 miles 0 points

Example: Parcel is located 1.5 miles from existing sewer lines. Total points – 10 points.

6. Proximity to Designated Population Center in Ingham County (As Defined in “Regional Growth: Choices For Our Future”, Summary Report, Tri-County Regional Planning Commission, September 2005. Population Centers for the purposes of this criteria, include areas around Lansing, Mason, and Williamston.

Maximum Points: 40

<i>Distance to Lansing</i>	<i>max points</i>	<i>40</i>	<i>Distance to Mason and Williamston,</i>	<i>max points</i>	<i>25</i>
<i>Farm is up to 1 mile from Lansing Pop</i>	<i>40</i>		<i>Farm is 1 mile, or within city boundary</i>		<i>25</i>
<i>Farm is 1-2 miles from Pop Center</i>	<i>35</i>		<i>Farm is 1-2 Miles from Pop Center</i>		<i>23</i>
<i>Farm is 2-3 miles from Pop Center</i>	<i>30</i>		<i>Farm is 2-3 miles from Pop Center</i>		<i>21</i>
<i>Farm is 3-4 miles from Pop Center</i>	<i>25</i>		<i>Farm is 3-4 miles from Pop Center</i>		<i>19</i>
<i>Farm is 4-5 miles from Pop Center</i>	<i>20</i>		<i>Farm is 4-5 miles from Pop Center</i>		<i>17</i>
<i>More than 5 miles from Pop Center</i>	<i>0</i>		<i>More than 5 miles from Pop Center</i>		<i>0</i>

Example: Farm is located 2 miles from Lansing Designated Population Center Total points = 30

Example: Farm is located 4 miles from City boundary of Mason Total points = 17

7. Road Frontage (paved or gravel)

Maximum Points: 8

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

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

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

III. ADDITIONAL AGRICULTURAL PROTECTION EFFORTS
(35 POINTS)

8. Location to Protected Property

Maximum Points: 20

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

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

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

Note: Points are awarded regardless of last name of property owner(s). For example if three people with the same last name apply, each receives points for the block. There is no point penalty for block properties that happen to be owned by members of the same family.

9. Block Applications

Maximum Points: 15

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

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

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

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

IV. OTHER CRITERIA (15 POINTS)

10. Additional Agricultural Characteristics

Maximum Points: 5

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

Parcel has one or more additional agricultural features 5 points

Parcel does not have an additional agricultural feature 0 points

11. Michigan Agricultural Environmental Assurance Program (MAEAP) Maximum Points: 10

Participation in the MAEAP demonstrates a commitment to environmental stewardship above and beyond a conservation plan. The State Agriculture Preservation Board has identified the MAEAP as a priority to providing matching funds. The Ingham County FOSP Board intends to prioritize farms that utilize regenerative agriculture principles. The MAEAP program scores these principles through the verification process. Farms verified under the MAEAP must show *verification* to receive points.

Farm is MAEAP verified 10 points

Farm is not MAEAP verified 0 points

TOTAL POINTS POSSIBLE IS 173

TO: County Services Committee

FROM: Stacy Byers, Director, Ingham County Farmland And Open Space Preservation Board

DATE: April 10, 2024

SUBJECT: Approval Of 2023 Application Cycle Ranking

BACKGROUND

This resolution approves the 2023 application cycle ranking and establishes a priority for the top applications. In 2012, the BOC established the Purchasing Department as the designated party responsible for negotiating prices with landowners for the purchase of conservation easements. The 2023 ranked applications will go through the Purchasing Departments' Bid process to negotiate easement values.

MSU RS&GIS evaluates the applications, both new and old, and places them in ascending order according to the "model" score. The "model" is the system developed by MSU that utilizes the FOSP Board's approved selection criteria by assigning numerical values to each criterium.

FISCAL IMPACT

There will be future costs associated with proceeding with negotiations on the top scoring farms, including, but not limited to, appraisal, survey, title commitment, and insurance costs. Those costs are included in the 2024 budget.

STRATEGIC PLANNING IMPACT

Goal A. Service to residents, strategy 3., a. states that it is the intention of the County to preserve important farmland and open spaces through the purchase of development rights program. Approving the 2023 score and rank helps to further that goal.

RECOMMENDATION

The FOSP Board recommends approval of the 2023 score and rank and proceeding to negotiate on the top ranked properties.

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 PROGRAM'S APPLICATION CYCLE RANKING AND RECOMMENDATION TO PURCHASE PERMANENT CONSERVATION EASEMENT DEEDS ON THE TOP RANKED PROPERTIES

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.

Applicant	Cons Area	Riparian Land	Wetlands	Aquifer recharge	Forestland	Otherland	Rare Species	Physically significant	Parcel Size	Block Applicants	Proximity to Population Center	Road Frontage	Location to Protected	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 Osterle	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 LLC	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 1	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 Boyko 2	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 Burley	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 4	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-Nolan	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 3	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 2	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 Lan	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 Boyko 1	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 1	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

TO: Board of Commissioners County Services and Finance Committees
FROM: Alan Fox, Treasurer
DATE: August 8, 2024
SUBJECT: Resolution To Amend Resolution #24-309 Amending Community Development Block Grant (CDBG) Housing Improving Local Livability (Chill) Program Application
For the meeting agendas of August 20, 21

BACKGROUND

The Ingham County Board of Commissioners authorized a County application for CDBG CHILL Program funds through Resolution #23-492, #24-041, and Resolution #24-309.

The Michigan State Housing Development Authority (MSHDA) initially approved the application and committed the full \$500,000 requested to Ingham County, including up to \$90,000 in administrative costs. Resolution #24-309 the Board authorized adjusting the CDBG CHILL Program funds to \$425,000 and committing \$75,000 of County funds to procure the services of Capital Area Housing Partnership (CAHP) as third-party administrator.

Less than 10% (\$900,000) of the \$9,000,000 Million in ARPA funds allocated to the Housing Trust Fund remain unobligated. As funding opportunities and the administrative burden of administering those funds increase, the Housing Trust Fund Committee recommends drawing from previously unobligated ARPA funds to cover the costs of CHILL Program administration, in lieu of drawing from funds previously authorized for direct home improvement services through Resolution #23-125.

All CDBG CHILL Program funds must be expended prior to the CHILL Program deadline of July 2025.

ALTERNATIVES

Do not approve the updated resolution and pull the \$75,000 in CHILL Program Third-Party Administration funds from eligible Homeowner Improvement activities authorized in Resolution #23-125.

FINANCIAL IMPACT

A maximum of \$75,000 has been committed CAHP for proposed CHILL Program Third-Party Administration.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

Respectfully recommend that County Services and Finance approve the resolution.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND RESOLUTION #24-309 AUTHORIZING \$75,000 IN UNOBLIGATED HOUSING TRUST FUNDS TO PAY CAPITAL AREA HOUSING PARTNERSHIP TO ADMINISTER MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING IMPROVING LOCAL LIVABILITY PROGRAM

WHEREAS, in Resolution #22-211, the Ingham County Board of Commissioners (the Board) allocated up to \$9 million in American Rescue Plan funds for affordable housing opportunities through the Housing Trust Fund (HTF); and

WHEREAS, the Board authorized \$1,500,000 through Resolution #23-125 for homeowner occupied housing repair and rehab programming; and

WHEREAS, the Board authorized the Community Development Block Grant (CDBG) Housing Improving Local Livability (CHILL) Program funds through Resolutions #23-492, #24-041, and #24-309 describing the proposed project which will include physical improvements to out-county and rural residential neighborhoods through homeowner-occupied improvement projects for low-to-moderate income homeowners; and

WHEREAS, in Resolution #24-309, the Board authorized that \$75,000 of the \$1.5 million authorized through Resolution #23-125 be used for payment to the Capital Area Housing Partnership (CAHP) for the purpose of third-party grant administration for the CHILL program; and

WHEREAS, in lieu of a reduction in the funds authorized for direct-service home improvement and rehab services through Resolution #23-125, the Housing Trust Fund Committee recommends the use of unobligated Housing Trust Funds for third-party CHILL Program administration expenses.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes amending Resolution #24-309 to allocate \$75,000 of Housing Trust Fund funds to pay CAHP for third-party administration of the CHILL Program.

BE IT FURTHER RESOLVED, that the Chairperson of the Ingham County Board of Commissioners is authorized to sign any grant agreement, and all amendments, after approval as to form by the County Attorney.

TO: Board of Commissioners: County Services and Finance Committees

FROM: Patrick E. Lindemann, Drain Commissioner

DATE: August 6, 2024

SUBJECT: Ful Faith and Credit Resolution for Willow Creek Drain Bonds
For the meeting agendas of August 20, 2024 and August 21, 2024

BACKGROUND

The Willow Creek Drain Drainage District (the “Drainage District”) is undertaking a project to maintain and improve the Willow Creek Drain (the “Project”) pursuant to a petition filed with the Drain Commissioner by landowners in the Drainage District. The Project has been found legally necessary and design engineering has been completed. The costs of the Project will be assessed to benefitted property owners and public corporations in the Drainage District (the “Assessments”) and, to allow these Assessments to be paid over time, it will be necessary for the Drainage District to issue drain bonds for the Project (the “Bonds”). In order for the Drainage District to be able to successfully sell the Bonds, it will be necessary for the County to pledge its full faith and credit pursuant to the Resolution Pledging Full Faith and Credit to Willow Creek Drain Bonds (the “Resolution”).

ALTERNATIVES

The Drainage District is legally obligated to undertake the Project. If the County does not adopt the resolution, the financial advisor for the Drainage District reasonably believes that there is a high likelihood that the Drainage District will not be able to find a purchaser for the Bonds. If that were to happen, the Drainage District would not have the necessary funds to design and construct the Project, and this critical work may not be able to proceed, exposing the Drainage District (and possibly the County) to liability and/or default. The only other possible alternative would be to make the Assessments immediately due and payable in full, which would cause financial hardship to the benefitted property owners and public corporations, including the County.

FINANCIAL IMPACT

The primary source of payment for the Bonds will be Assessments. The Drain Office has performed specific due diligence for the Project which is undertaken under Chapter 8 of the Drain Code and these Assessments.

- 1) As more fully explained below, the main chance of an Assessment against a property becoming delinquent, and the property not being able to ultimately satisfy the Assessment levied against it, would result from an assessed property being sold at tax sale for an amount that is less than the amount of delinquent taxes, assessments, interest, and penalties currently due with respect to the property. Therefore, the due diligence evaluates the total amount of the Assessment against the Drainage District for the Project compared to the total assessed value (the “SEV”) of the properties in the Drainage District in order to ascertain that there is enough assessed value in the Drainage District to support the payment of the Assessment, making the risk of a long term default very unlikely.

- 2) The analysis performed for this Project compares the total amount of the Assessments that will be levied in the Drainage District to the total SEV of the Drainage District (the “SEV percentage”). Since the SEV is an amount that is required to be 50% of the true cash value of property, the total property value in the Drainage District is an amount that is two times the SEV. Therefore, comparing the total amount of the Assessments to a number that is two times the SEV will show the ratio of the Assessment to the true cash value of the Drainage District (“Total Value Percentage”). The Total Value Percentage shows the amount of value there is in the

properties of the Drainage District over and above the amount of the Assessment. The due diligence performed contains a similar analysis with respect to the municipalities subject to the Assessment.

3) The SEV analysis that was performed for this Project is attached to this memo. The Resolution that has been presented to the Board uses \$2,000,000 as the not-to-exceed amount for the Bonds. This is an estimate, and the final amount may be less when bids are received and if Assessments are prepaid. For the Project, the analysis shows that the SEV percentage is 11.23% of the SEV of the Drainage District and the Total Value percentage is 5.615% of the true cash value of the properties in the Drainage District. In reality, since some of the Assessments will be levied against the public corporations and the bonded amount may be less than the not-to-exceed amount, the Total Value Percentage will in fact be lower when looking at the amount actually assessed to the properties, providing more than 94% property value coverage. The ratio to municipal SEVs is also shown, ranging from 0.02% to 0.61%.

4) Based on the following analysis, it is my opinion that there is significant property value in the Drainage District to support the payment of the Assessments leading me to conclude that there is no substantial risk that a significant, long-term payment would be required from the County as a result of its pledge of full faith and credit for these Bonds.

STRATEGIC PLANNING IMPACT

The County's strategic plan calls for the provision of quality roads and drains in the County and this Project furthers the goal of providing quality drains.

OTHER CONSIDERATIONS

In addition, in considering the risk that there would be insufficient funds to pay the Bonds (which could lead to an advance by the County on its full faith and credit pledge), the Michigan Drain Code and Michigan law in general build in many safeguards to protect the vital public interest in being able to finance drain projects:

1) The debt service on the Bonds which are issued under Chapter 8 of the Drain Code is primarily paid from the Assessments.

a) The Assessments against benefitted properties are a strong source of revenue since they have the same priority for payment as taxes, having a first priority superior to mortgages and other forms of debt that might encumber a property.

b) If a property owner is delinquent in paying the property owner's Assessment, the Assessment is turned over to the County to be collected with the delinquent taxes. The County has significant powers to collect delinquent taxes which would ultimately end up with the property being sold at tax sale if the property owner does not pay the delinquent taxes and assessments. At that point, there would only be a shortfall in revenues to pay the Assessment if the property is sold for less than the amount of outstanding delinquent taxes and assessments and the interest and penalties on them. The balance of the Assessment that has not yet become due would continue to be a lien against the property payable by the new property owner after it is sold.

c) During the time the delinquent Assessments are being collected, the amount of the delinquent Assessments would be paid to the Drainage District from the County's delinquent tax revolving fund (so long as the County continues this program) and would be used to pay the debt service on the Bonds.

d) Assessments against the municipalities are a general obligation of those municipalities and as such a legally binding obligation of the general fund of the municipalities.

2) By adopting the resolution pledging full faith and credit, the County is agreeing to be a backup source of payment for the Bonds if there is a shortfall in the primary source of payment and the County would only make payments in the event there is ever a shortfall in the Assessment collections.

a) For Assessments against benefitted property owners, a shortfall would only come into play after the property was sold at tax foreclosure (again assuming the continuation of the delinquent tax revolving fund), if the sale price was less than the amount of delinquent taxes, assessments, and interest and penalties on them.

b) Such amounts will normally be relatively small since on most assessment rolls any one assessment against a benefitted property is only a small part of the whole, and the delinquency would most often only be for a few years of a multiyear assessment.

3) Payments by counties pursuant to a full faith and credit resolution are rare, and if they are required would normally be small and only for a short time.

a) County payments are usually short term since, under the Drain Code, the Drainage District is required to levy a deficiency assessment against the Drainage District for the amount of any shortfall within two years and when that deficiency assessment is levied and collected, the County would be paid back.

b) In addition to deficiency assessments, the Drainage District has the ability to levy an administrative fee in the way of an interest rate on the Assessments that is 1 percent over the interest rate of the Bonds issued in anticipation of the Assessments. This small additional amount of interest allows the Drainage District to cover costs, including costs that could lead to a shortfall, thus further mitigating risk to the County.

c) **The County has never made a payment pursuant to a resolution pledging full faith and credit for drainage district bonds issued by a drainage district during my over 30-year tenure as drain commissioner.**

RECOMMENDATIONS

Based on the information presented, I respectfully recommend approval of the attached Resolution Pledging Full Faith and Credit to Willow Creek Drain Bonds

August 6, 2024

Mr. Patrick E. Lindemann
Ingham County Drain Commissioner
707 Buhl Avenue
Mason, MI 48854

RE: Willow Creek Drain, Franklin Farms Branch (W22-69)
State Equalized Value (SEV) Analysis for Full Faith & Credit

Dear Mr. Lindemann:

This letter is a summary analysis of SEVs for the Willow Creek, Franklin Farms Branch Drainage District. The following percentages are estimates and are based on analyses of the total SEV of the City of Mason and Ingham County. The SEV value for the lands in the special assessment district is based on the individual SEVs taken from the most current 2023 property tax records found on the Ingham County web site. The SEV values for the lands in the special assessment district are based on the SEV of the entire parcel for each parcel that is a part of the special assessment district publicies of whether the entire parcel is in the district, or just a portion.

The SEVs used for this analysis are from the published 2023 equalization report available at:

[https://docs.ingham.org/2023 Ingham County Equalization Report.pdf](https://docs.ingham.org/2023%20Ingham%20County%20Equalization%20Report.pdf)

The requested full faith and credit amount for the drain project is \$2,000,000. This amount is to be assessed to benefitted parcels in the district, the Michigan Department of Transportation for benefit to public roads, and to the City of Mason for benefit to the public health, convenience, or welfare.

The total SEV for the City of Mason is \$328,953,330. The estimated SEV for the lands within the special assessment district is \$17,813,300. Additionally, the total SEV for all of Ingham County is \$11,692,153,528. The Willow Creek Drain, Franklin Farms Branch Drainage District is comprised of 369 parcels, representing 1.17% of the land and 5.42% of the SEV of the City of Mason. Using these numbers, the following relationships are realized:

Full Faith & Credit Amount = \$2,00			
Estimated SEV of the lands in the special assessment district	\$17,813,300	Percent of requested full faith and credit as a ratio of the total SEV of the lands in the special assessment district.	11.23%
City of Mason SEV	\$328,953,330	Percent of requested full faith and credit as a ratio of the total SEV of the lands in the Municipality.	0.61%
Ingham County SEV	\$11,692,153,528	Percent of requested full faith and credit as a ratio of the total SEV of the lands in the County of Ingham.	0.02%

Please contact our office at (517) 393-2902 with any questions or concerns.

Sincerely

A handwritten signature in blue ink, consisting of a stylized 'A' followed by a horizontal line that ends in a small dot.

Alan D. Boyer, PE
Senior Project Manager

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION PLEDGING FULL FAITH AND CREDIT TO
WILLOW CREEK DRAIN DRAINAGE DISTRICT BONDS**

RESOLUTION # _____

Minutes of a regular meeting of the Board of Commissioners of Ingham County, Michigan, held in the Ingham County Courthouse, Mason, Michigan, on _____, 2024, at _____ p.m., local time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

The following resolution was offered by Commissioner _____ and supported by Commissioner: _____

WHEREAS, pursuant to a petition filed with the Drain Commissioner of the County of Ingham, State of Michigan (the "Drain Commissioner"), proceedings have been taken under the provisions of Act 40, Public Acts of Michigan, 1956, as amended (the "Act"), for the making of certain intra-county drain improvements referred to as the Willow Creek Drain Maintenance and Improvement Project (the "Project"), which is being undertaken by the Willow Creek Drain Drainage District (the "Drainage District") in a Special Assessment District (the "Special Assessment District") established by the Drainage District; and

WHEREAS, the Project is necessary for the protection of the public health, and in order to provide funds to pay the costs of the Project, the Drain Commissioner intends to issue the Drainage District's bonds (the "Bonds") in an amount not to exceed \$2,000,000 pursuant to the Act; and

WHEREAS, the principal of and interest on the Bonds will be payable from assessments to be made upon public corporations and/or benefited properties in the Special Assessment District (the "Special Assessments"); and

WHEREAS, the Drain Commissioner, in consultation with professionals engaged by the Drainage District, has analyzed the Special Assessments and the proposed Bonds; and informed the County that there is no other indebtedness of the Drainage District secured by the Special Assessments, and that the Special Assessments will be levied in an amount equal to or greater than the par amount of the Bonds, assuring the County that there is a sufficient amount of Special Assessments levied, which together with interest thereon is projected to be sufficient to make payments of the principal of and interest on the Bonds as they become due; and

WHEREAS, PFM Financial Advisors LLC has been engaged by the Drainage District to review such projections and to assist the Drainage District as registered municipal advisor for the issuance of the Bonds; and

WHEREAS, the Ingham County Board of Commissioners (the “Board”) may, by resolution adopted by a majority of the members of the Board, pledge the full faith and credit of the County for the prompt payment of the principal of and interest on the Bonds pursuant to Section 276 of the Act; and

WHEREAS, the Drain Commissioner has informed the County that the pledge of the full faith and credit of the County to the Bonds will reduce the interest cost of financing the Project thus reducing the interest cost of the County and the property owners in the Drainage District for the Project; and

WHEREAS, if the County has advanced funds pursuant to its full faith and credit pledge and the Drainage District does not have funds to reimburse the County, the Act requires the Drain Commissioner to levy an additional assessment in such an amount as is required to reimburse the County for its advance; and

WHEREAS, the Drain Commissioner recommends that the Board adopt a resolution to pledge the full faith and credit of the County for the prompt payment of the principal of and interest on the Bonds; and

WHEREAS, based on the recommendation of the Drain Commissioner, the Board agrees to pledge the full faith and credit of the County to the Bonds.

NOW, THEREFORE, IT IS RESOLVED as follows:

1. The County pledges its full faith and credit for the prompt payment of the principal of and interest on the Bonds in a par amount not to exceed \$2,000,000. The County shall immediately advance sufficient moneys from County funds, as a first budget obligation, to pay the principal of and interest on any of the Bonds should the Drainage District fail to pay such amounts when due. The County shall, if necessary, levy a tax on all taxable property in the County, to the extent other available funds are insufficient to pay the principal of and interest on the Bonds when due.

2. Should the County advance County funds pursuant to the pledge made in this Resolution, the amounts shall be repaid to the County from assessments or reassessments made upon benefited properties in the Special Assessment District as provided in the Act.

3. The Chairperson of the Board, the County Administrator, the County Clerk, the County Treasurer, the County Finance Director and any other official of the County, or any one or more of them (“Authorized Officers”), are authorized and directed to take all actions necessary or desirable for the issuance of the Bonds and to execute any documents or certificates necessary to complete the issuance of the Bonds, including, but not limited to, any applications including the Michigan Department of Treasury, Application for State Treasurer’s Approval to Issue Long-Term Securities, any waivers, certificates, receipts, orders, agreements, instruments, and any certificates relating to federal or state securities laws, rules, or regulations and to participate in the preparation of a preliminary official statement and a final official statement for the Bonds and to sign such documents and give any approvals necessary therefor.

4. Any one of the Authorized Officers is hereby authorized to execute a certificate of the County to comply with the continuing disclosure undertaking of the County with respect to the Bonds pursuant to paragraph (b)(5) of SEC Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended, and amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the “Continuing Disclosure Certificate”). The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate.

5. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded to the extent of the conflict.

YEAS: Commissioners _____

NAYS: Commissioners _____

ABSTAIN: Commissioners _____

COUNTY SERVICES:

Yeas: _____

Nays: _____ **Absent:** _____ **Approved:** _____

FINANCE:

Yeas: _____

Nays: _____ **Absent:** _____ **Approved:** _____

RESOLUTION DECLARED ADOPTED.

Barb Byrum, Clerk
County of Ingham

CERTIFICATION

I, Barb Byrum, the duly qualified and acting Clerk of Ingham County, Michigan (the "County") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners at a meeting held on _____, 2024, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended.

Date: _____, 2024

Barb Byrum, Clerk
County of Ingham

TO: County Services Committee of the Ingham County Board of Commissioners
FROM: Darin J. Southworth, Chief Deputy, Sheriff's Office
DATE: August 6, 2024
SUBJECT: Authorization to Start an Employee Above Step 2
For the meeting agenda of August 20, 2024

BACKGROUND

The Sheriff's Office has identified another applicant with prior experience and higher education who desires to work here. This female applicant is a fourteen-year veteran of Michigan Department of Corrections. She has a Master's Degree and a glowing background investigation. She has been at the top of the MDOC pay scale and works an abundance of overtime. We seek to start this applicant at Step 3 of the CCLP Corrections Unit agreement, and elevate to Step 4, upon her successful completion of our recruit training program.

ALTERNATIVES

If this heightened starting pay is not extended, the applicant will not accept our open position.

FINANCIAL IMPACT

The position being filled is open and is fully funded at top pay and benefits. The Sheriff is not requesting any additional funding to fulfill this request.

STRATEGIC PLANNING IMPACT

We believe this is both favorable for this and future applicants of comparable employment/experience and necessary for the Sheriff to remain competitive in these continued challenging times.

OTHER CONSIDERATIONS

This applicant comes with directly translatable and valuable work experience, along with the training/professional development that comes with her. This request is consistent with prior requests and applied considerations. We have sought and received support of this move by CCLP leadership and Ms. Graham, Human Resources Director.

RECOMMENDATION

Based on the information presented, I respectfully recommend this Committee approve the Sheriff's request to move forward with:

- Corrections Deputy Applicant – CCLP Corrections Unit - Step 3 starting pay, 59,826.59, and elevate to Step 4 pay, \$65,204.45, upon this applicant's successful completion of Corrections Recruit Officer Training

TO: Board of Commissioners County Services Committee
FROM: Cynthia Wagner, Potter Park Zoo Director
DATE: August 6, 2024
SUBJECT: Notice of Emergency Purchase Order for Water Service Replacement
For the meeting agenda of August 20, 2024

BACKGROUND

On July 2nd, 2024, it was reported that there appeared to be an underground break in the water service line to Building 6, the okapi and binturong barn. With this being the second underground break within the past six weeks, it was determined that the best course of action was to replace the entire service line from the water main to Building 6.

Myers Heating and plumbing was contacted, they provided a cost to directionally bore and install approximately 250 feet of water service along with the necessary connections at both the water main and building.

Emergency replacement of the water line was approved by the Controller's office and the Purchasing Department.

ALTERNATIVES

The repair could not be delayed as water must be maintained for animal health and wellness.

FINANCIAL IMPACT

The final cost of the repair was \$10,036. Funds to cover the total cost were available in Zoo Budget line item #25869200 931000 30000.

TO: Human Services, County Services, and Finance Committees

FROM: Jared Cypher, Deputy Controller

DATE: August 7, 2024

SUBJECT: Resolution to Authorize the Issuing of Bonds for the Animal Health Facility at Potter Park Zoo
For the meeting agendas of August 19, August 20, and August 21

BACKGROUND

Resolution #23-022 authorized the Ingham County Building Authority to proceed with the constructing, equipping, and financing of a new animal health facility to replace the existing facility.

This resolution authorizes the issuance of bonds to finance capital improvements 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.

ALTERNATIVES

None.

FINANCIAL IMPACT

The construction and equipping of the new animal health facility, as associated site, and facility improvements, will be implemented at a cost not to exceed \$10.1 million. The 20-year bond will not exceed \$6.5 million. The balance of the project will be paid for with funds raised by the Potter Park Zoo Society.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution.

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

INGHAM COUNTY BOARD OF COMMISSIONERS

BOND RESOLUTION

Capital Improvement Bonds, Series 2024
(Limited Tax General Obligation)

RESOLUTION # 24-___

At a regular meeting of the Board of Commissioners of the County of Ingham, Michigan, held on the 27th of August, 2024, at 6:30 p.m., Michigan time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by Commissioner _____ and seconded by Commissioner _____.

WHEREAS, the Board of Commissioners of the County (the "Board") does hereby determine that it is necessary to finance part of the cost of County of Ingham, Michigan (the "County") capital improvements 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 cost of the Project is estimated not to exceed \$10,100,000, a portion of which will be paid from proceeds of bonds described below and from other available funds; and

WHEREAS, the Board has determined to issue bonds and to use the proceeds of the sale of the bonds to finance part of the cost of the Project.

THEREFORE, BE IT RESOLVED by the Board as follows:

AUTHORIZATION OF BONDS-- PURPOSE. Bonds of the County in the principal amount of not to exceed \$6,500,000 shall be issued and sold for the purpose of defraying part of the cost of the Project, including the cost of issuing the bonds.

BOND DETAILS. The bonds shall be designated "Capital Improvement Bonds, Series 2024 (Limited Tax General Obligation)"; shall be dated their date of delivery or such other date determined upon the sale thereof determined by order of the County Clerk or the County Controller/Administrator (in either case the "Authorized Officer"); shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof; shall bear interest at a rate or rates not exceeding 6.50% per annum to be determined upon the sale thereof payable on May 1, 2025 or such other date as determined by order of the Authorized Officer, and semiannually thereafter on the first day of May and November in each year; and shall mature on May 1 in each of the following years:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2025	\$305,000	2035	\$305,000
2026	300,000	2036	315,000
2027	315,000	2037	330,000
2028	330,000	2038	345,000
2029	240,000	2039	355,000
2030	250,000	2040	370,000
2031	260,000	2041	385,000
2032	270,000	2042	400,000
2033	280,000	2043	420,000
2034	290,000	2044	435,000

If the original purchaser shall designate certain of the bonds as term bonds, the maturities set forth above shall become mandatory redemption requirements in accordance with the provisions of Section 6 and the form of bond set forth in Section 11.

In accordance with the Notice of Sale, the County has reserved the right to adjust the aggregate principal amount of the bonds. Such adjustment, if necessary, will be made in increments of \$5,000, and may be made in one or more maturities.

METHOD OF SALE. The County shall sell the bonds at not less than 99.50% nor more than 120% of their par value and accrued interest in accordance with the laws of the State of Michigan. The Authorized Officer is authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer, and exchange of the bonds in accordance with the provisions of this Bond Resolution. The Authorized Officer is authorized to make filings with the Department of Treasury of the State of Michigan as may be required by law or which may be deemed appropriate. The County shall receive bids for the purchase of the bonds after publication of the Notice of Sale substantially in the form set forth in Section 25 hereof with such changes as shall be approved by the Authorized Officer.

PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the bonds to the bond registrar and paying agent as they severally mature. Interest shall be paid to the registered owner of each bond as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address.

BOOK-ENTRY SYSTEM. Initially, one fully registered bond for each maturity, in the aggregate amount of such maturity, shall be issued in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC") for the benefit of other parties (the "Participants") in the book-entry-only transfer system of DTC. In the event the County determines that it is in the best interest of the County not to continue the book-entry system of transfer or that the interests of the holders of the bonds might be adversely affected if the book-entry system of transfer is continued, the County may notify DTC and the bond registrar and paying agent, whereupon DTC will notify the Participants of the availability through DTC of bond certificates. In such event, the bond registrar and paying agent shall deliver, transfer and exchange bond certificates as requested by DTC and any Participant or "beneficial owner" in appropriate amounts in accordance with this Bond Resolution. DTC may determine to discontinue providing its services with respect to the bonds at any time by giving notice to the County and the bond registrar and paying agent and discharging its responsibilities with respect thereto under applicable law or the County may determine that DTC is incapable of discharging its duties and may so advise DTC. In such event, the County shall use reasonable efforts to locate another securities depository. Under such circumstances (if there is no successor securities depository), the County and the bond registrar and paying agent shall be obligated to deliver bond certificates in accordance with the procedures established by this Bond Resolution. In the event bond certificates are issued, the provisions of this Bond Resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the County and the bond registrar and paying agent to do so, the County and the bond registrar and paying agent shall cooperate with DTC in taking appropriate action after reasonable notice to make available one or more separate certificates evidencing the bonds to any Participant having bonds credited to its DTC account or to arrange for another securities depository to maintain custody of certificates evidencing the bonds.

Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, interest on and redemption premium, if any, on the bonds and all notices with respect to the bonds shall be made and given, respectively, to DTC as provided in the Blanket Issuer Letter of Representations between DTC and the County. The Authorized Officer is authorized to sign the Blanket Issuer Letter of Representations on behalf of

the County in such form as the Authorized Officer deems necessary or appropriate in order to accomplish the issuance of the bonds in accordance with law and this Bond Resolution.

MANDATORY PRIOR REDEMPTION. If any of the bonds are designated by the original purchaser as term bonds such bonds shall be subject to mandatory prior redemption at par and accrued interest in accordance with the maturity schedule set forth in Section 2 hereof and upon the terms and conditions set forth in the form of bonds contained in Section 11 hereof. The bonds to be redeemed shall be selected by lot.

OPTIONAL REDEMPTION. The bonds shall be subject to optional redemption prior to maturity at the times and prices and in the manner as may be determined by the County Controller/Administrator at the time of sale of the bonds.

BOND REGISTRAR AND PAYING AGENT. The Authorized Officer shall designate, and may enter into an agreement with, a bond registrar and paying agent for the bonds that shall be a bank or trust company located in the State of Michigan that is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The Authorized Officer may from time to time as required designate a similarly qualified successor bond registrar and paying agent. Alternatively, the County Treasurer may serve as bond registrar and paying agent for the bonds if the Authorized Officer determines it is in the best interest of the County.

EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The bonds shall be executed in the name of the County by the manual or facsimile signatures of the Chairperson of the Board and the County Clerk and authenticated by the manual signature of the bond registrar and paying agent or an authorized representative of the bond registrar and paying agent, and the seal of the County (or a facsimile thereof) shall be impressed or imprinted on the bonds. After the bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the County Treasurer to the purchaser upon receipt of the purchase price. Additional bonds bearing the facsimile signatures of the Chairperson of the Board and the County Clerk and upon which the seal of the County (or a facsimile thereof) is impressed or imprinted may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of bonds. The bond registrar and paying agent shall indicate on each bond the date of its authentication.

EXCHANGE AND TRANSFER OF BONDS. Any bond, at the option of the registered owner thereof and upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or its duly authorized attorney, may be exchanged for bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered bond.

Each bond shall be transferable only upon the books of the County, which shall be kept for that purpose by the bond registrar and paying agent, upon surrender of such bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or its duly authorized attorney.

Upon the exchange or transfer of any bond, the bond registrar and paying agent on behalf of the County shall cancel the surrendered bond and shall authenticate and deliver to the transferee a new bond or bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered bond. If, at the time the bond registrar and paying agent authenticates and delivers a new bond pursuant to this section, payment of interest on the bonds is in default, the bond registrar and paying agent shall endorse upon the new bond the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is [insert applicable date]."

The County and the bond registrar and paying agent may deem and treat the person in whose name any bond shall be registered upon the books of the County as the absolute owner of such bond, whether such bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such bond and for all other purposes, and all payments made to any such registered owner, or upon its order, in accordance with the provisions of Section 4 of this Bond Resolution shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid, and neither the County nor the bond registrar and paying agent shall be affected by any notice to the contrary. The County agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment, or liability incurred by it, acting in good faith and without negligence hereunder, in so treating the registered owner.

For every exchange or transfer of a bond, the County or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum, or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds that have been selected for redemption.

FORM OF BONDS. The bonds shall be in substantially the following form, with such changes thereto as approved by the Authorized Officer within the parameters of this Bond Resolution:

R-___

UNITED STATES OF AMERICA
STATE OF MICHIGAN

COUNTY OF INGHAM

CAPITAL IMPROVEMENT BOND, SERIES 2024
(LIMITED TAX GENERAL OBLIGATION)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
%	May 1, 20__	_____, 2024	

Registered Owner: Cede & Co.

Principal Amount:

The County of Ingham, State of Michigan (the "County"), acknowledges itself indebted to and for value received hereby promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the maturity date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at the [principal][corporate][designated] trust office of _____, _____, Michigan, the bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolution (as hereafter defined), and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by check or draft drawn upon and mailed by the bond registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount until the County's obligation with respect to the payment of such Principal Amount is discharged, at the rate per annum specified above. Interest is payable on the first day of May and November in each year, commencing [May 1, 2025]. Principal and interest are payable in lawful money of the United States of America. Interest shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

This bond is one of a series of bonds aggregating the principal sum of _____ Dollars (\$_____) issued by the County under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act No. 34, Public Acts of Michigan, 2001, as amended) and a bond authorizing resolution adopted by the Board of Commissioners of the County (the "Resolution") for the purpose of defraying part of the cost of County capital improvements 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").

The County has irrevocably pledged its full faith and credit for the prompt payment of the principal of and interest on this bond as the same become due. The principal of and interest on this bond are payable as a first budget obligation of the County from its general funds. The ability of the County to raise such funds is subject to applicable constitutional and statutory limitations on the taxing power of the County. The amount of

taxes necessary to pay the principal of and interest on the bonds of this series, together with the taxes levied for the same year, shall not exceed the limit authorized by law.

This bond is transferable, as provided in the Resolution, only upon the books of the County kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or its attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds that have been selected for redemption.

MANDATORY PRIOR REDEMPTION

Bonds maturing in the year ____ are subject to mandatory prior redemption at par and accrued interest as follows:

<u>Redemption Date</u>	<u>Principal Amount of Bonds to be Redeemed</u>
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(REPEAT IF MORE THAN ONE TERM BOND)

Bonds or portions of bonds to be redeemed by mandatory redemption shall be selected by lot.

OPTIONAL REDEMPTION

Bonds maturing on or prior to [May 1, 2034] are not subject to optional redemption prior to maturity. Bonds maturing on and after [May 1, 2035], may be subject to redemption prior to maturity at the option of the County, in such order as shall be determined by the County, on any date on and after [May 1, 2034]. Bonds of a denomination greater than \$5,000 may be partially redeemed in the amount of \$5,000 or any integral multiple thereof. If less than all of the bonds maturing in any year are to be redeemed, the bonds or portions of bonds to be redeemed shall be selected by lot. The redemption price shall be the par value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption.

Not less than thirty but not more than sixty days' notice of redemption shall be given to the Registered Owners of bonds called to be redeemed by mail to each Registered Owner at the registered address. Failure to receive notice of redemption shall not affect the proceedings for redemption. Bonds or portions of bonds called for redemption shall not bear interest on and after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of the County, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County of Ingham, Michigan, by its Board of Commissioners, has caused this bond to be executed in its name by manual or facsimile signatures of its Chairperson of the Board of Commissioners and County Clerk and its seal (or a facsimile thereof) to be impressed or imprinted hereon. This bond shall not be valid unless the Certificate of Authentication has been manually executed by the bond registrar and paying agent or an authorized representative of the bond registrar and paying agent.

COUNTY OF INGHAM

By: _____
Chairperson, Board of Commissioners

(SEAL)

And: _____
Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned Resolution.

_____,
Bond Registrar and Paying Agent

By: _____
Authorized Representative

AUTHENTICATION DATE:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (please print or type name, address and taxpayer identification number of transferee) the within bond and all rights thereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

DEBT SERVICE FUND. There shall be established for the bonds a debt service fund which shall be kept in a separate bank account. From the proceeds of the sale of the bonds there shall be set aside in the debt service fund any accrued interest received from the original purchaser of the bond at the time of delivery of the bonds. Premium, if any, shall be set aside in either the debt service fund or the construction fund established in Section 13 as directed by an Authorized Officer. Funds of the County to be used to pay the principal and interest on the bond when due shall be placed in the debt service fund and so long as principal or interest on the bonds shall remain unpaid, no moneys shall be withdrawn from such debt service fund except to pay principal and interest on the bonds.

CONSTRUCTION FUND. The remainder of the proceeds of the sale of the bonds shall be set aside in a construction fund and used solely to defray the cost of the Project, including any engineering, legal and other expenses incidental thereto. Any unexpended balance of the proceeds of the sale of the bonds remaining in the construction fund after completion of the Project shall be deposited in the debt service fund established in Section 12 hereof.

DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional redemption, the principal of, premium if any, and interest on the bonds or any portion of the bonds, shall have been deposited in trust, this Bond Resolution shall be defeased with respect to such bonds and the owners of the bonds shall have no further rights under this Bond Resolution except to receive payment of the principal of, premium if any, and interest on the bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange bonds as provided herein.

PLEDGE OF FULL FAITH AND CREDIT. The full faith and credit of the County are pledged hereby to the payment of the principal and interest on the bonds authorized by this Bond Resolution. Each year the County shall include in its budget as a first budget obligation an amount sufficient to pay such principal and interest as the same shall become due. The ability of the County to raise such funds is subject to applicable constitutional and statutory limitations on the taxing power of the County. The amount of taxes necessary to pay the principal

of and interest on the bonds, together with the taxes levied for the same year, shall not exceed the limit authorized by law.

ESTIMATES OF PERIOD OF USEFULNESS AND COST. The estimate of not to exceed \$6,500,000 as the cost of the Project and of twenty (20) years and upwards as the period of usefulness thereof, as submitted to the Board, are approved, and adopted.

TAX COVENANT. The County covenants to comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") necessary to assure that the interest on the bonds will be and will remain excludable from gross income for federal income tax purposes.

DESIGNATION OF QUALIFIED TAX-EXEMPT OBLIGATIONS. An Authorized Officer is authorized to designate the bonds as "Qualified Tax-Exempt Obligations" as described in Section 265(b)(3)(B) of the Code.

REPLACEMENT OF BONDS. Upon receipt by the County Treasurer of proof of ownership of an unmatured bond, of satisfactory evidence that the bond has been lost, apparently destroyed, or wrongfully taken and of security or indemnity which complies with applicable law and is satisfactory to the County Treasurer, the County Treasurer may authorize the bond registrar and paying agent to deliver a new executed bond to replace the bond lost, apparently destroyed, or wrongfully taken in compliance with applicable law. In the event an outstanding matured bond is lost, apparently destroyed, or wrongfully taken, the County Treasurer may authorize the bond registrar and paying agent to pay the bond without presentation upon the receipt of the same documentation required for the delivery of a replacement bond. The bond registrar and paying agent, for each new bond delivered or paid without presentation as provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the County in the premises. Any bond delivered pursuant to the provisions of this Section 19 in lieu of any bond lost, apparently destroyed, or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the bond in substitution for which such bond was delivered.

APPROVAL OF MICHIGAN DEPARTMENT OF TREASURY. The issuance and sale of the bonds is subject to approval being granted therefor by the Department of Treasury of the State of Michigan in accordance with Act No. 34, Public Acts of Michigan, 2001, as amended, if the County is unable to obtain qualified status from the Department of Treasury. The Authorized Officer or the Chairperson of the Board is hereby authorized to file with the Department of Treasury, if necessary, an application for approval with respect to the bonds and pay such fees and request such waivers and exemptions as may be necessary or desirable in connection with the filing.

SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS. The Chairperson of the Board, the County Clerk, the County Treasurer, the County Controller/Administrator, and all other officials of the County are also authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer, and exchange of bonds in accordance with this Bond Resolution. The County shall receive bids for the purchase of the bonds after publication of the Notice of Sale substantially in the form set forth in Section 25 hereof which such changes as shall be approved by the Authorized Officer. The authority granted to the Authorized Officer by this Section, is subject to the following limitations:

- (a) The maximum total interest cost shall not exceed 6.50%.
- (b) The maximum bond term shall not exceed 20 years.
- (c) The maximum purchase price of the bonds shall not exceed 120% of the par value of the bonds.

INVESTMENT OF MONEYS. Moneys in the Construction Fund and the Debt Service Fund may be invested in United States government obligations or obligations the principal of and interest on which are guaranteed by the United States government or in interest bearing time deposits. Any money so invested shall be in obligations or deposits maturing prior to the estimated date that such moneys will be needed for the purposes of the fund in which such moneys invested have been deposited.

OFFICIAL STATEMENT. The Authorized Officer is hereby authorized to cause the preparation of an official statement for the bonds for purposes of compliance with Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended (the "Rule") and to do all other things necessary to comply with the Rule. After the award of the bonds, the County will provide copies of a "final official statement" (as defined in paragraph (e)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the winning bidder or bidders to enable such

bidder or bidders to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. The Authorized Officer is authorized to enter into such agreements as may be required to enable the purchasers to comply with the Rule.

CONTINUING DISCLOSURE. The County Controller/Administrator and the County Treasurer have each been authorized severally and jointly to execute and deliver in the name of and on behalf of the County (i) a certificate of the County to comply with the requirement for a continuing disclosure undertaking of the County pursuant to subsection (b)(5) of the Rule and (ii) amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The County has covenanted and agreed that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. The remedies for any failure of the County to comply with and carry out the provisions of the Continuing Disclosure Certificate shall be as set forth therein.

NOTICE OF SALE. The Notice of Sale for the bonds shall be published in accordance with law in a publication to be selected by the Authorized Officer and shall be in substantially the following form with such changes as shall be approved by the Authorized Officer.

OFFICIAL NOTICE OF SALE

\$6,500,000*

*(subject to adjustment as described below)

COUNTY OF INGHAM, STATE OF MICHIGAN
CAPITAL IMPROVEMENT BONDS, SERIES 2024
(LIMITED TAX GENERAL OBLIGATION)

SEALED BIDS for the purchase of the above bonds will be received by an agent of the undersigned by the Municipal Advisory Council of Michigan (the "MAC") until [11:00 a.m.], Eastern Daylight Time, on the [1st] day of [October], 2024, at which time said bids will be publicly opened and read. Signed bids may be submitted to the MAC by email only at munibids@macmi.com, but no bid will be received after the time for receiving bids specified above and the bidder bears all risks of transmission failure.

IN THE ALTERNATIVE: Bids may be submitted electronically via PARITY pursuant to this Notice on the same date and until the same time, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice, the terms of this Notice shall control. For further information about PARITY, potential bidders may contact the Municipal Advisor (identified below) or PARITY at (212) 849-5021.

BOND DETAILS: The bonds will be fully registered bonds of the denomination of \$5,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof, dated the date of their delivery, and will bear interest from their date payable on May 1, 2025, and semi-annually thereafter.

The bonds will mature on the first day of May as follows (provided, however, that the amounts set forth below may be adjusted as described under "ADJUSTMENT OF TOTAL PAR AMOUNT OF BONDS AND PRINCIPAL MATURITIES" herein):

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2025	\$305,000	2035	\$305,000
2026	300,000	2036	315,000
2027	315,000	2037	330,000
2028	330,000	2038	345,000
2029	240,000	2039	355,000
2030	250,000	2040	370,000
2031	260,000	2041	385,000
2032	270,000	2042	400,000
2033	280,000	2043	420,000
2034	290,000	2044	435,000

TERM BOND OPTION: Bidders shall have the option of designating bonds as serial bonds or term bonds, or both. The bidder must designate whether each of the principal amounts shown above represents a serial maturity or a mandatory redemption requirement for a term bond maturity. There may be more than one term bond designated. In any event, the principal amount scheduled for maturity in the years shown above shall be represented by either serial bond maturities or mandatory redemption requirements, or a combination of both. Any such designation must be made within one (1) hour of sale.

PRIOR REDEMPTION:

- A. MANDATORY REDEMPTION. Bonds designated as term bonds shall be subject to mandatory redemption at par and accrued interest on the dates and in the amounts corresponding to the annual principal maturities hereinbefore set forth. The bonds or portions of bonds to be redeemed shall be selected by lot.
- B. OPTIONAL REDEMPTION. Bonds maturing on or prior to [May 1, 2034] are not subject to optional redemption prior to maturity. Bonds maturing on and after [May 1, 2035], may be subject to redemption prior to maturity at the option of the County, in such order as shall be determined by the County, on any date on and after [May 1, 2034]. Bonds of a denomination greater than \$5,000 may be partially redeemed in the amount of \$5,000 or any integral multiple thereof. If less than all of the bonds maturing in any year are to be redeemed, the bonds or portions of bonds to be redeemed shall be selected by lot. The redemption price shall be the par value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption.
- C. NOTICE OF REDEMPTION. Not less than thirty days' notice of redemption shall be given by first class mail to the registered owner at the registered address. Failure to receive notice of redemption shall not affect the validity of the proceedings for redemption. Bonds or portions of bonds called for redemption shall not bear interest after the redemption date; provided, funds are on hand with the bond registrar and paying agent to redeem the bonds called for redemption.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at a rate or rates not exceeding 6.50% per annum, to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/100 of 1%, or both. The interest on any one bond shall be at one rate only and all bonds maturing in any one year must carry the same interest rate. No maturity of the Bonds may have an initial offering price to the public less than 98.5% of par. No proposal for the purchase of less than all of the bonds or at a price less than 99.50% nor more than 120% of their par value will be considered. The true interest cost on the bonds shall not exceed 6.50%.

BOOK-ENTRY-ONLY: The bonds will be issued in book-entry-only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the bonds. Purchase of the bonds will be made in book-entry-only form, in the denomination of \$5,000 or any integral multiple thereof. Purchasers will not receive certificates representing their interest in bonds purchased. The book-entry-only system is described further in the preliminary official statement for the bonds.

BOND REGISTRAR AND PAYING AGENT: The bonds shall be payable as to principal in lawful money of the United States upon surrender thereof at the [principal][corporate][designated] trust office of _____, _____, Michigan, the bond registrar and paying agent. Interest shall be paid to the registered owner of each bond as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address. As long as DTC, or its nominee Cede & Co., is the registered owner of the bonds, payments will be made directly to such registered owner. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the bonds is the responsibility of DTC participants and indirect participants as described in the preliminary official statement for the bonds. The County from time to time as required may designate a successor bond registrar and paying agent.

PURPOSE AND SECURITY: The bonds are to be issued pursuant to the provisions of Act 34, Public Acts of Michigan, 2001, as amended, to defray all or part of County capital improvements 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"). The full faith and credit of the County have been irrevocably pledged to the prompt payment of the principal of and interest on the bonds. The principal of and interest on the bonds are payable as a first budget obligation of the County from its general funds. The ability of the County to raise such funds is subject to applicable constitutional and statutory limitations on the taxing power of the County. The amount of taxes necessary to pay the principal of and interest on the bonds of this series, together with the taxes levied for the same year, shall not exceed the limit authorized by law.

***ADJUSTMENT OF TOTAL PAR AMOUNT OF BONDS AND PRINCIPAL MATURITIES:** The County reserves the right to adjust the aggregate principal amount of the bonds after receipt of the bids and prior to final award, if necessary, so that the purchase price of the bonds will provide an amount determined by the County to be sufficient to construct the Project and to pay costs of issuance of the bonds. The adjustments, if necessary, will be in increments of \$5,000. The purchase price will be adjusted proportionately to the adjustment in issue size, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

***ADJUSTMENT TO PURCHASE PRICE:** Should any adjustment to the aggregate principal amount of the bonds be made by the County, the purchase price of the bonds will be adjusted by the County proportionally to the adjustment in principal amount of the bonds and in such manner as to maintain as comparable an underwriter's spread as possible to that bid.

GOOD FAITH: A good faith deposit will not be required.

AWARD OF BONDS: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost to the County. True interest cost shall be computed by determining the annual interest rate (compounded semiannually) necessary to discount the debt service payments on the bonds from the payment dates thereof to [October 22, 2024], and to the price bid.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Dickinson Wright PLLC, attorneys of Lansing, Michigan, bond counsel, the original of which will be furnished without expense to the purchaser at the delivery of the bonds. The fees of Dickinson Wright PLLC for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to the validity of the bonds, Dickinson Wright PLLC has made no inquiry as to any financial information, statements or material contained in any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds and, accordingly, will not express any opinion with respect to the accuracy or completeness of any such financial information, statements or materials. By submitting a bid, the bidder consents to the engagement of Dickinson Wright PLLC as bond counsel to the County notwithstanding any representation of the bidder by such firm in matters unrelated to the issuance of the bonds.

TAX MATTERS: The approving opinion will include an opinion to the effect that under existing law as enacted and construed on the date of the initial delivery of the bonds, the interest on the bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Interest on the bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals; however, interest on the bonds is included in the "adjusted financial statement income" of certain corporations that are subject to the federal corporate alternative minimum tax under Section 55 of the Code. The opinion set forth above will be subject to the condition that the County comply with all requirements of the Code, that must be satisfied subsequent to the issuance of the bonds in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest on the bonds to be included in gross income retroactive to the date of issuance of the bonds. The County has covenanted to comply with all

such requirements. The opinion will express no opinion regarding other federal tax consequences arising with respect to the bonds.

At this time, it is anticipated that the Bonds may be designated as qualified tax-exempt obligations (i.e. "bank qualified").

If the winning bidder will obtain a municipal bond insurance policy or other credit enhancement for the bonds in connection with their original issuance, the winning bidder will be required, as a condition of delivery of the bonds, to certify that the premium therefor will be less than the present value of the interest expected to be saved as a result of such insurance or other credit enhancement. The form of an acceptable certificate will be provided by bond counsel.

In addition, the approving opinion of bond counsel will include an opinion to the effect that under existing law, as enacted and construed on the date of the initial delivery of the bonds, the bonds and the interest thereon are exempt from all taxation by the State of Michigan or a political subdivision thereof, except estate taxes and taxes on gains realized from the sale, payment, or other disposition thereof.

ISSUE PRICE: The winning bidder shall assist the County in establishing the issue price of the bonds and shall execute and deliver to the County at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the bonds, together with the supporting pricing wires or equivalent communications, substantially in the form provided by bond counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the County and bond counsel. All actions to be taken by the County under this Notice of Sale to establish the issue price of the bonds may be taken on behalf of the County by the County's municipal advisor identified herein and any notice or report to be provided to the County may be provided to the County's municipal advisor.

The County intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the bonds) will apply to the initial sale of the bonds (the "competitive sale requirements") because:

- (1) the County is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the County anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the County anticipates awarding the sale of the bonds to the bidder who submits a firm offer to purchase the bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the bonds, as specified in the bid.

In the event that competitive sale requirements are satisfied, the winning bidder shall be expected to certify as to the reasonably expected initial offering price of the bonds to the public.

In the event that the competitive sale requirements are not satisfied, the County shall so advise the winning bidder. The County shall treat (i) the first price at which 10% of a maturity of the bonds (the "10% test") is sold to the public as of the sale date as the issue price of that maturity and (ii) the initial offering price to the public as of the sale date of any maturity of the bonds not satisfying the 10% test as of the sale date as the

issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The winning bidder shall advise the County if any maturity of the bonds satisfies the 10% test as of the date and time of the award of the bonds. Any maturity of the bonds (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) that does not satisfy the 10% test as of the date and time of the award of the bonds shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that any maturity of the bonds is subject to the hold-the-offering-price rule. Bidders should prepare their bids on the assumption that some or all of the maturities of the bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the bonds.

By submitting a bid, each bidder confirms that, except as otherwise provided in its bid, it has an established industry reputation for underwriting new issuances of municipal bonds, and, further, the winning bidder shall (i) confirm that the underwriters have offered or will offer the bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the bonds, that the underwriters will neither offer nor sell unsold bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the County when the underwriters have sold 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The County acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The County further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to comply with the hold-the-offering-price rule if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to

be employed in connection with the initial sale of the bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to comply with the hold-the-offering-price rule if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

Sales of any bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) "public" means any person other than an underwriter or a related party,
- (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the bonds to the public),
- (iii) a purchaser of any of the bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) "sale date" means the date that the bonds are awarded by the County to the winning bidder.

CUSIP: CUSIP numbers will be imprinted on all bonds of this issue at the County's expense. Neither the failure to print numbers nor an improperly printed number shall constitute cause for the purchaser to refuse to accept delivery. The purchaser shall be responsible for requesting assignment of numbers and for payment of any charges for the assignment of numbers.

OFFICIAL STATEMENT: An electronic copy of the County's preliminary official statement relating to the bonds may be obtained by contacting the Municipal Advisor at the address referred to below. The preliminary official statement is in a form deemed final by the County for purposes of paragraph (b)(1) of SEC Rule 15c2-12 (the "Rule"), but is subject to revision, amendment, and completion in a final official statement.

After the award of the bonds, the County will provide on a timely basis up to 10 copies of a final official statement, as that term is defined in paragraph (f)(3) of the Rule, at the County's expense to enable the winning bidder or bidders to comply with paragraphs (b)(3) and (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. Requests for such additional copies of the final official statement shall be made to the Municipal Advisor at the address set forth below within 24 hours of the award of the bonds.

CONTINUING DISCLOSURE: In order to assist bidders in complying with paragraph (b)(5) of the Rule, the County will undertake, pursuant to a resolution adopted by its governing body and a continuing disclosure certificate, to provide annual reports and notices of certain events. A description of these undertakings is set forth in the preliminary official statement and will also be set forth in the final official statement.

BOND INSURANCE AT PURCHASER'S OPTION: If the bonds qualify for the issuance of any policy of municipal bond insurance or commitment therefor at the option of the purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the sole option and expense of the purchaser. THERE WILL BE NO CHANGES MADE TO THE BOND RESOLUTION TO REFLECT BOND INSURANCE. Any increased costs of issuance of the bonds resulting from such purchase of insurance shall be paid by the purchaser, except that, if the County has requested and received a rating on the bonds, from a rating agency, the County will pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE COUNTY.

BIDDER CERTIFICATION: NOT "IRAN-LINKED BUSINESS": By submitting a bid, the bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act No. 517, Public Acts of Michigan, 2012; MCL 129.311 et seq.

DELIVERY OF BONDS: The County will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC, New York, New York. The usual closing documents, including a continuing disclosure certificate and a certificate that no litigation is pending affecting the issuance of the bonds, will be delivered at the time of the delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, Eastern Daylight Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the winning bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned. Payment for the bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery.

MUNICIPAL ADVISOR: PFM Financial Advisors LLC (the "Municipal Advisor") is a Registered Municipal Advisor in accordance with the rules of the Municipal Securities Rulemaking Board. The Municipal Advisor has been retained by the County to provide certain financial advisory services relating to the planning, structuring, and issuance of the bonds. The Municipal Advisor is not engaged in the business of underwriting, trading, marketing or the distribution of securities or any other negotiable instruments. The Municipal Advisor's duties, responsibilities and fees arise solely as a Registered Municipal Advisor to the County, and it has no secondary obligation or other responsibility. Further information regarding the bonds may be obtained from the Municipal Advisor, 555 Briarwood Circle, Suite 333, Ann Arbor, Michigan 48108. Telephone: (734) 994-9700.

THE RIGHT IS RESERVED TO REJECT ANY OR ALL BIDS.

ENVELOPES containing the bids should be plainly marked "Proposal for Bonds."

Gregg A. Todd
County Controller/Administrator
County of Ingham

CONFLICTING RESOLUTIONS. All resolutions and parts of resolutions, insofar as they are in conflict herewith, are rescinded.

YEAS: _____

NAYS: _____
ABSENT: _____

RESOLUTION DECLARED ADOPTED.

Human Services Committee:
YEAS: _____

NAYS: _____
ABSENT: _____
Approved: August 19, 2024

County Services Committee:
YEAS: _____

NAYS: _____
ABSENT: _____
Approved: August 20, 2024

Finance Committee:
YEAS: _____

NAYS: _____
ABSENT: _____
Approved: August 21, 2024

STATE OF MICHIGAN)
)ss
COUNTY OF INGHAM)

I, the undersigned, the Clerk of the County of Ingham, Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted at a regular meeting of the Board of Commissioners of said County held on the 27th day of August, 2024, the original of which resolution is on file in my office. I further certify that notice of said meeting was given in accordance with the provisions of the Open Meetings Act.

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

Clerk, County of Ingham

TO: Board of Commissioners Human Services and County Services Committees
FROM: Cynthia Wagner, Potter Park Zoo Director
DATE: August 7, 2024
SUBJECT: Potter Park Zoo Horticulture & Maintenance Supervisor and Zoo Maintenance Deputy Director Reorganization
For the meeting agendas of August 19 and 20, 2024

BACKGROUND

There is currently a Zoo Maintenance Deputy Director position and a Horticulture Grounds Manager position at Potter Park Zoo. The Horticulture Grounds Manager position is vacant at this time.

With the upcoming and future construction projects at the zoo including the animal health facility, stormwater infrastructure improvements, and Feline & Primate Building renovations, zoo staff feel it is necessary to fill the Horticulture Grounds Manager position. After discussions with the Ingham County Human Resources Department it was determined reorganizing these two positions as well as updating the job description and job titles would be beneficial to zoo operations.

This reorganization takes into consideration budgetary constraints by maintaining the current classifications for each position while updating the titles and job duties to reflect the needs of zoo operations.

ALTERNATIVES

The alternative is to not change the job descriptions and not fill the vacant Horticulture Grounds Manager position.

FINANCIAL IMPACT

The 2024 budget office wage projections show the total cost for the Deputy Director and Maintenance & Horticulture Supervisor positions to be a total of \$303,089. The Zoo Maintenance Deputy Director position is currently filled and will not change in classification. The Horticulture Grounds Manager position has been vacant since February 2022, but has remained in the zoo budget and will not change in classification. The cost of the positions will not change and is included in the current 2024 budget and the requested 2025 budget. There are sufficient funds in the zoo budget to cover the total cost of these two positions.

Current Positions	F/T Step
Zoo Maintenance Deputy Director	\$175,503 Step 5
Horticulture Grounds Manager	\$127,586 Step 7
TOTAL	\$303,089

New Positions	F/T Step
Deputy Director	\$175,503 Step 5
Maintenance & Horticulture Supervisor	\$127,586 Step 7
TOTAL	\$303,089

OTHER CONSIDERATIONS

The Potter Park Zoo Advisory Board and the Teamsters Unit are in support of the proposed reorganization and job description update.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution for the reorganization of the Zoo Maintenance Deputy Director and the Horticulture Grounds Manager positions at Potter Park Zoo.

TO: Cynthia Wagner, Director of Potter Park Zoo

FROM: Beth Bliesener, Human Resources Specialist
Joan Clous, Human Resources Specialist

DATE: August 7, 2024

RE: Memo of Analysis for Re-organization

Human Resources can confirm the following information regarding the re-organization for Potter Park Zoo:

1. Human Resources has updated the vacant job description Horticulturist Grounds Manager to reflect the duties that will be needed for this position. The title will now be Horticulture & Maintenance Supervisor. The position will remain in the Zoo Teamster union and the salary will remain the Zoo Horticulture pay scale. The position number is 692022.
2. Human Resources has updated the job descriptions Zoo Maintenance Deputy Director to reflect the duties of the position. The title will change to Zoo Deputy Director. The salary would remain the same MC 12. The position number is 692033.

I have sent Zoo Teamsters notices regarding the above positions. Zoo Teamsters supports the changes. I have attached their responses. I have also attached all the job descriptions.

Please use this memo as acknowledgement of Human Resources' participation and analysis of your proposed re-organization. You are now ready to complete the final step in the process: contact Budgeting, write a memo of explanation and prepare a resolution for Board approval.

If I can be of further assistance, please email or call me (887-4375).

From: [Joan Clous](#)
To: [Cynthia Wagner](#); [Elisabeth Bliesener](#)
Subject: FW: Ingham County Zoo Position for Review
Date: Friday, August 9, 2024 2:01:54 PM
Attachments: [image001.png](#)
[image003.png](#)
[image006.png](#)
[image008.png](#)

Here is the union's agreement

From: Heather Duhoski <heather@teamsters243.org>
Sent: Friday, August 9, 2024 2:01 PM
To: Joan Clous <JClous@ingham.org>
Cc: Corey Smith <corey@teamsters243.org>
Subject: RE: Ingham County Zoo Position for Review

Good afternoon,

The union is agreeable to the Horticulture & Maintenance Supervisor.

Please provide a copy of the final job description.

Thank you

Heather Duhoski
Teamsters Local 243
Business Representative
5800 Executive Drive
Lansing MI 48911
T: (517) 887-2944 C: (517)819-4308
F: (517) 887-3069



From: Joan Clous <JClous@ingham.org>
Sent: Friday, August 9, 2024 1:53 PM
To: Heather Duhoski <heather@teamsters243.org>
Cc: Corey Smith <corey@teamsters243.org>
Subject: RE: Ingham County Zoo Position for Review

Sorry, Horticulture & Maintenance Supervisor

From: Joan Clous
Sent: Friday, August 9, 2024 1:51 PM
To: Heather Duhoski <heather@teamsters243.org>
Cc: Corey Smith <corey@teamsters243.org>
Subject: RE: Ingham County Zoo Position for Review

Good Afternoon,

How about Maintenance & Horticulture Supervisor?

Joan

From: Heather Duhoski <heather@teamsters243.org>
Sent: Friday, August 9, 2024 1:23 PM
To: Joan Clous <JClous@ingham.org>
Cc: Corey Smith <corey@teamsters243.org>
Subject: RE: Ingham County Zoo Position for Review

Good Afternoon,

The union position with this posting would be to include Horticulturist in the position title to maintain the intention of the position (Horticulturist-Maintenance Supervisor). The Union is agreeable to the wage placement. Please advise if you are in agreeance with the title change.

Heather Duhoski
Teamsters Local 243
Business Representative
5800 Executive Drive
Lansing MI 48911
T: (517) 887-2944 C: (517)819-4308
F: (517) 887-3069



From: Joan Clous <JClous@ingham.org>
Sent: Friday, August 2, 2024 2:01 PM

To: Heather Duhoski <heather@teamsters243.org>

Cc: Corey Smith <corey@teamsters243.org>

Subject: Ingham County Zoo Position for Review

Good Afternoon,

Attached are two job descriptions, one with track changes to show what was changed the other is the final copy. The salary range is \$61,055.52 to \$82,077.57. Please let me know if you have any questions. Please let me know if you are in agreement with the salary placement.

Thanks,

Joan

Joan Clous MPA, SHRM-CP

Human Resources Specialist – Labor & Employee Relations

Ingham County

5303 S. Cedar Bldg 2 Suite 2102

Lansing MI 48911

517-887-4374 – Office

517-887-4396 – Fax

Transmission is Privileged and Confidential.

Confidentiality Notice: The information contained in this electronic mail message and any attachments is intended only for the use of the individual or entity to whom it is addressed and may contain legally privileged, confidential information or work product. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution, or forwarding of this e-mail message is strictly prohibited. If you have received this message in error, please immediately notify me by e-mail reply and delete the original message from your system.





"Success is a project that is always under construction." ~ Pat Summit

**INGHAM COUNTY
JOB DESCRIPTION**

HORTICULTURE & MAINTENANCE SUPERVISOR

General Summary:

Under the general supervision of the Zoo Deputy Director, responsible for day to day technical, design, maintenance, and supervisory work in horticulture, forestry, and maintenance functions on zoo and park grounds.

Essential Functions:

1. Assigns and supervises duties of all zoo maintenance staff, interns and volunteers, including onboarding, training, work assignments, scheduling, and effectively recommends personnel matters pertaining to staff, hiring, firing, and disciplinary action.
2. Responsible for maintaining building and grounds repairs and normal upkeep.
3. Plans, designs, and maintains landscape installations in the zoo and park, including but not limited to: determines types and quantity of horticultural plants to be grown; cultivates and propagates exotic and native plant species that are landscape or exhibit specific; selects and purchases seed, plant nutrients, and disease control chemicals; provides daily maintenance and identifies plant needs and provides appropriate solutions.
4. Recommends improvements in landscaping public park property, including kinds and location of trees, shrubs, and other ornamental plants; provides leadership in forestry management on zoo and park grounds.
5. Coordinates with zoo department heads and staff concerning maintenance related activities on a daily basis.
6. Oversees labor and material needs for projects, researches options, develops plans, speaks with vendors, and makes recommendations, monitors cost and budget, including during emergency situations.
7. Completes work orders and records concerning time, material and equipment.
8. Coordinates the ongoing daily activities of the Maintenance Department with outside agencies such as contractors, sales representatives, and volunteer groups.
9. Stays current and works to exceed all USDA and AZA standards.
10. Participates in all manager on duty and zoo emergency procedures.
11. Attends and develops reports for Board of Commissioners, Zoo Board, and departmental meetings and events as requested.

Other Functions:

- Performs other duties as assigned.
- Must adhere to departmental standards in regard to HIPAA and other privacy issues.
- During a public health emergency, the employee may be required to perform duties similar to but not limited to those in his/her job description.

An employee in this position may be called upon to do any or all of the above tasks. (These examples do not include all of the tasks which the employee may be expected to perform.)

Employment Qualifications

Education: Equivalent of two years of advanced course work in horticulture, landscape architecture or other closely related field of study. Prefer some course work in supervisory / management skills.

Experience: Three years of progressively responsible horticulture and/or forestry including supervisory experience. Knowledge of Zoo operations and horticulture experience preferred.

Other Requirements: Knowledge of legal requirements, regulations, laws and other authoritative standards applicable to horticulture. Arborist certification or equivalent is preferred. Possession of or ability to obtain state licensing as a Pesticide Applicator is required. Training or experience with Integrated Pest Management is preferred. Possession of or ability to obtain a valid Michigan Motor Vehicle Operator's License is required. Must have a good driving record. **Driving records will be checked as part of the referral process. You must be able to meet the standards of the Ingham County Driving Records Policy for referral.** Must submit a cover letter and resume with application.

The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment of promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.

Physical Requirements: *(This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements.)*

Climbs stairs and ladders. Will occasionally, lift, carry, push and pull weights up to 100 lbs. Performs other routine physical functions like bending, sitting, standing, squatting, etc.

Working Conditions:

1. This position works in both an indoor and outdoor environment. While indoors, there is no planned exposure to notable lights, noises, odors, temperatures or weather conditions. While outdoors, exposure to lights, noises, odors, temperatures or weather conditions cannot be controlled and may be extreme.
2. This position operates a variety of vehicles including cars, trucks, tractors, forklifts, cranes, hoists, bucket trucks, etc.
3. This position operates non-powered hand tools such as utility knives, hammers, pliers, wrenches, screwdrivers, chisels, saws, etc.
4. This position operates power hand tools such as drills, sanders, grinders, staple guns, chainsaws, air compressors, mowers, etc.
5. This position is exposed to variety of hazards such as traffic, moving vehicles, moving mechanical parts, electrical current, slippery surfaces, chemicals, cleaning solutions, oils, hazardous materials, etc.
6. This position is exposed to air quality conditions such as fumes, odors, dusts, mists, gases, poor ventilation, etc.
7. This position is exposed to noise levels which require shouting in order to be heard.
8. This position is exposed to vibrations and oscillating movements.

9. This position is exposed to bio hazards such as body fluids, blood borne pathogens, communicable diseases, etc.
10. This position is required to travel for meetings and appointments.
11. This position works closely with domestic and wild animals with unpredictable temperaments.

(This position is provided, and required to use, Personal Protection Equipment to minimize the risks associated with the working conditions listed above.)

Physical Requirements:

- This position requires the ability to sit, stand, traverse, climb, balance, twist, bend, stoop/crouch, squat, kneel, crawl, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands or fingers.
- This position's physical requirements require regular stamina in sitting, climbing, balancing, stooping/crouching, squatting, kneeling, crawling, pushing, pulling, reaching, grasping, handling, pinching, and typing.
- This position's physical requirements require continuous stamina in standing, walking, traversing, twisting, bending, lifting, carrying, and enduring repetitive movements of wrists, hands or fingers.
- This position performs heavy work requiring the ability to exert more than 50 pounds of force in the physical requirements above.
- This position primarily requires close visual acuity to perform tasks within arm's reach such as: viewing a computer screen, using measurement devices, inspecting and assembling parts, etc.
- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.

(This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the requirements listed above. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements.)

***Teamsters Zoo –0136
PayScale Zoo Horticulture
August 2024***

**INGHAM COUNTY
JOB DESCRIPTION**

ZOO DEPUTY DIRECTOR

General Summary:

Under the supervision of the Zoo Director, supervises and performs the work necessary to maintain, and improve the operational needs of the Zoo. Oversees the planning and implementation of capital improvement projects and purchases. Assists the Zoo Director with oversight of zoo operations. Supervises seasonal and full-time zoo employees as assigned. Coordinates with zoo department managers, and staff concerning zoo operations related activities. Serves as the acting Zoo Director in their absence.

Essential Functions:

1. Serves as acting Zoo Director in the absence of the Zoo Director.
2. Monitors capital improvement projects and purchases, while serving as liaison to the Ingham County Purchasing Department.
3. Attends meetings and develops reports for Board of Commissioners, Zoo Board, and departmental events as requested.
4. Assists with oversight of zoo operations functions of all zoo departments, including, but not limited to onboarding, training, work assignments, scheduling, and personnel matters pertaining to staff, hiring, firing, and disciplinary action.
5. Coordinates with zoo department heads and staff concerning zoo operations related activities on a daily basis.
6. Oversees labor and material needs for capital improvement projects, researches options, develops plans, speaks with vendors, write RFP's, and makes recommendations, monitors cost and budget, including during emergency situations.
7. Maintains all MSDS data sheets in the County system.
8. Processes proximity cards, including adding and deleting users, running activity reports and overall maintenance of the systems.
9. Represents the zoo in both internal and external meetings.
10. On call twenty-four (24) hours for problems related to zoo operations.
11. Stays current and works to exceed all USDA and AZA standards.
12. Participates in all manager on duty and zoo emergency procedures.

Other Functions:

- Performs other duties as assigned.
- Must adhere to departmental standards in regard to HIPAA and other privacy issues.
- During a public health emergency, the employee may be required to perform duties similar to but not limited to those in his/her job description.

(An employee in this position may be called upon to do any or all of the above tasks. These examples do not include all of the tasks which the employee may be expected to perform.)

Employment Qualifications:

Education: Equivalent of two years of advanced course work in mechanical systems, trades and construction and related maintenance areas. Prefer some course work in supervisory / management skills.

Experience: Five years of related experience in the maintenance and repair of mechanical, heating, cooling and ventilation systems, electrical, plumbing, construction and other aspects of facilities maintenance and management. Knowledge of Zoo operations and horticulture experience preferred.

Other Requirements:

Must have or have the ability to get and maintain State License as a pesticide applicator.
Possession of a valid Michigan Driver's License.

(The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria)

Working Conditions:

1. This position works in both an indoor and outdoor environment. While indoors, there is no planned exposure to notable lights, noises, odors, temperatures or weather conditions. While outdoors, exposure to lights, noises, odors, temperatures or weather conditions cannot be controlled and may be extreme.
2. This position operates a variety of vehicles including cars, trucks, tractors, forklifts, cranes, hoists, bucket trucks, etc.
3. This position operates non-powered hand tools such as utility knives, hammers, pliers, wrenches, screwdrivers, chisels, saws, etc.
4. This position operates power hand tools such as drills, sanders, grinders, staple guns, chainsaws, air compressors, mowers, etc.
5. This position is exposed to variety of hazards such as traffic, moving vehicles, moving mechanical parts, electrical current, slippery surfaces, chemicals, cleaning solutions, oils, hazardous materials, etc.
6. This position is exposed to air quality conditions such as fumes, odors, dusts, mists, gases, poor ventilation, etc.
7. This position is exposed to noise levels which require shouting in order to be heard.
8. This position is exposed to vibrations and oscillating movements.
9. This position is exposed to bio hazards such as body fluids, blood borne pathogens, communicable diseases, etc.
10. This position is required to travel for meetings and appointments.
11. This position works closely with domestic and wild animals with unpredictable temperaments.
12. This position is provided, and required to use, Personal Protection Equipment to minimize the risks associated with the working conditions listed above.

Physical Requirements:

- This position requires the ability to sit, stand, traverse, climb, balance, twist, bend, stoop/crouch, squat, kneel, crawl, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands or fingers.
- This position's physical requirements require regular stamina in sitting, climbing, balancing, stooping/crouching, squatting, kneeling, crawling, pushing, pulling, reaching, grasping, handling, pinching, and typing.
- This position's physical requirements require continuous stamina in standing, walking, traversing, twisting, bending, lifting, carrying, and enduring repetitive movements of wrists, hands or fingers.
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- This position requires the ability to communicate and respond to inquiries both in person and over the phone.
- This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.
- This position requires the ability to handle varying and often high levels of stress.

(This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the requirements listed above. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements.)

MCF 12
August 2024

2024 Rates

ZOO MAIN DEPUTY
DIRECTOR (692033)

MC 12

			FULL TIME		
			Step 1	Step 5	
0	704000	Salary	84,209.00	101,103.00	
101	8951	714000	Unemployment	421.05	505.52
	1000	715000	FICA	6,441.99	7,734.38
	8846	715050	Liability	1,160.48	1,393.30
	2720	716020	Health	21,279.00	21,279.00
	8952	716035	Health Surcharge	3,585.00	3,585.00
	8955	716040	Health Insurance Trust	3,789.41	4,549.64
	2700	716100	Dental	936.00	936.00
	2710	716200	Vision	135.00	135.00
	8953	716450	Separation	1,684.18	2,022.06
	8986	717000	Life	149.82	149.82
	8941	717100	Disability	109.47	131.43
	7203	718000	Retirement	24,496.40	29,410.86
	7303	718500	Retirement	2,105.23	2,527.58
	8810	722000	Workers Comp	33.68	40.44
			150,535.70	175,503.02	

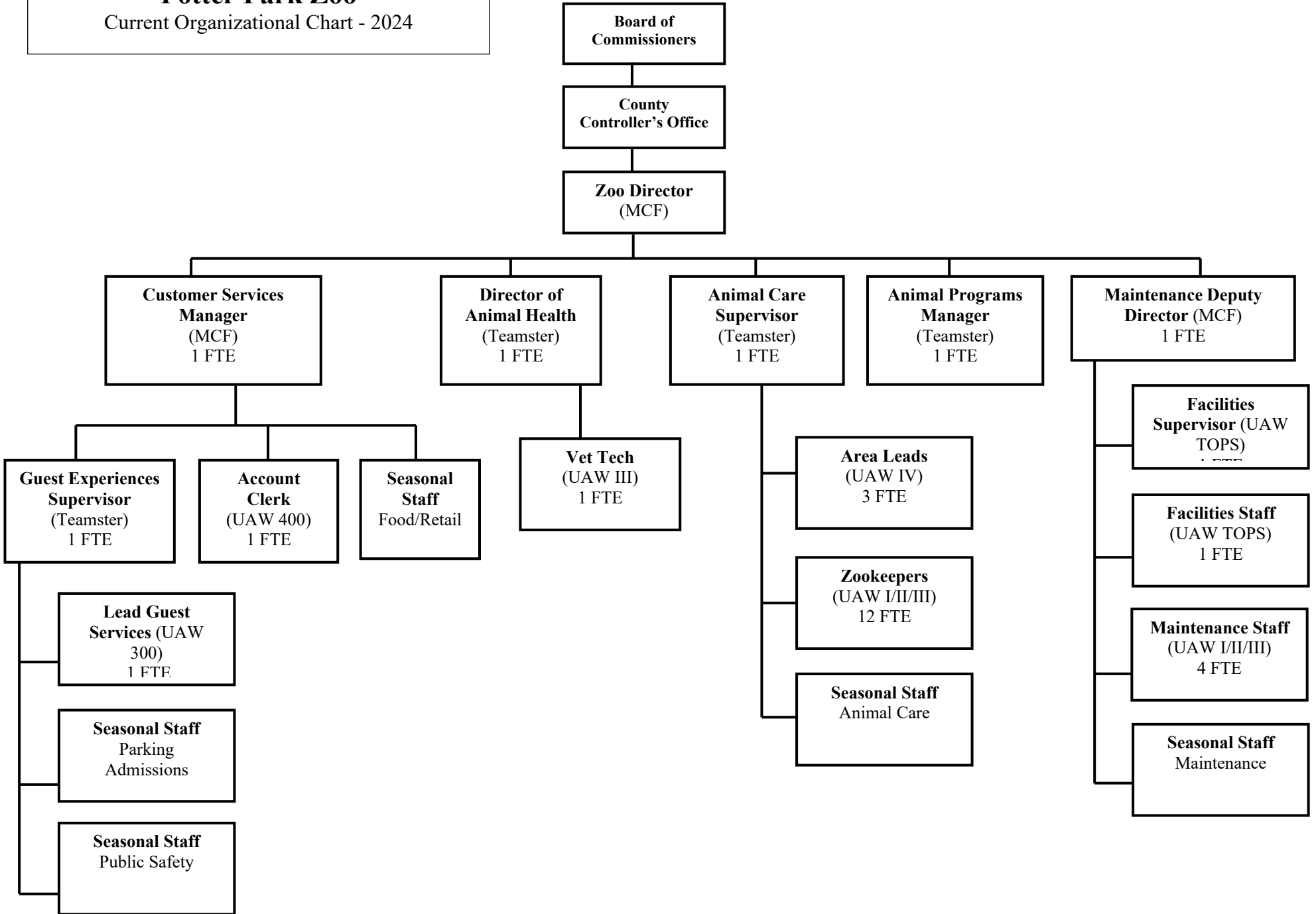
2024 Rates

HORTICULTURE/GRDS
MANAGER (692022)

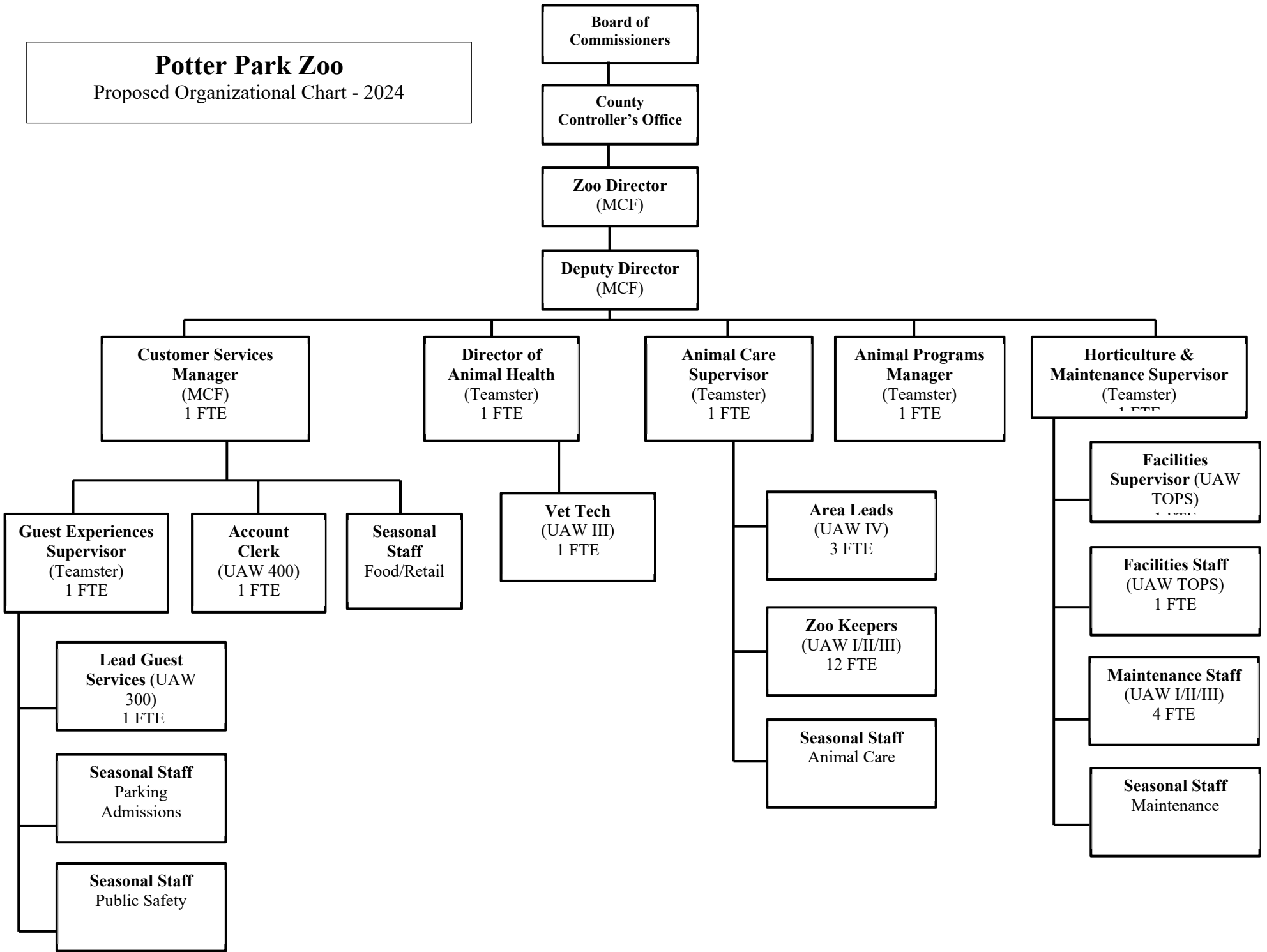
TEAMSTER ZOO

			FULL TIME	
			Step 1	Step 7
0	704000	Salary	61,056.00	82,078.00
8951	714000	Unemployment	305.28	410.39
1000	715000	FICA	4,670.78	6,278.97
8846	715050	Liability	841.41	1,131.12
2720	716020	Health	21,279.00	21,279.00
8952	716035	Health Surcharge	3,585.00	3,585.00
8955	716040	Health Insurance Trust	2,747.52	3,693.51
2700	716100	Dental	936.00	936.00
2710	716200	Vision	135.00	135.00
8953	716450	Separation	1,221.12	1,641.56
8965	717000	Life	89.84	89.84
8941	717100	Disability	79.37	106.70
7297	718000	Retirement	3,742.73	5,031.38
7397	718500	Retirement	610.56	820.78
8815	722000	Workers Comp	274.75	369.35
			101,574.37	127,586.60

Potter Park Zoo
Current Organizational Chart - 2024



Potter Park Zoo
Proposed Organizational Chart - 2024



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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A REORGANIZATION OF THE POTTER PARK ZOO
HORTICULTURE GROUNDS MANAGER AND ZOO MAINTENANCE DEPUTY DIRECTOR
POSITIONS**

WHEREAS, the Zoo has a Zoo Maintenance Deputy Director position as well as a vacant Horticulture Grounds Manager position; and

WHEREAS, a reorganization of these positions provides a more effective structure for zoo operational needs; and

WHEREAS, the 2024 personnel cost projections provided by the budget department show a total (wage and fringe) annual cost of \$175,503 at Step 5 for the Deputy Director position and \$127,586 at Step 7 for the Maintenance & Horticulture Supervisor position for a total of \$303,089; and

WHEREAS, the classification for both positions will remain the same resulting in zero cost increase; and

WHEREAS, there are sufficient funds in the Zoo Fund, #25869200, for the proposed reorganization; and

WHEREAS, the Teamsters Supervisory Unit and the Potter Park Zoo Advisory Board are in support of the proposed updated job descriptions and reorganization.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes a reorganization of the following Potter Park Zoo positions:

Zoo Maintenance Deputy Director position to Deputy Director staying at the current classification of MCF 12.

Horticulture Grounds Manager position to Maintenance & Horticulture Supervisor staying at the current Teamster classification of Zoo Horticulture.

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

Agenda Item 9

TO: Board of Commissioner’s Human Services, County Services, and Finance Committees
FROM: Adenike Shoyinka, MD, MPH, Medical Health Officer
DATE: August 1, 2024
SUBJECT: Authorization for new Special Part Time Positions for Mobile Health Per Diem Medical Staff
For the meeting agendas of August 19, August 20, and August 21, 2024

BACKGROUND

Ingham County Health Department (ICHHD) wishes to add (2) Per Diem Mobile Health Physicians, (2) Per Diem Mobile Health Physician Assistants, (2) Per Diem Mobile Health Nurse Practitioners, and (2) per Diem Mobile Health Unit Charge Nurses as Special Part-Time positions for the Ingham County Mobile Health Unit, effective September 1, 2024. The current staffing level requires the hiring of per diem medical positions to assist with medical activities at Mobile Health events. The Mobile Health Unit requires medical staff on site to administer vaccines, transport vaccinations, and provide medical consultation to patients. The Mobile Health Unit’s current temporary per diem staff are not always available for various reasons and more medical staff may be needed in the future. Per Diem medical positions were created in 2022 as a staffing mechanism for these intermittent, short-term health events. These Mobile Health positions are currently temporary positions that are forced to take 90 days of leave after a year, posing significant operational interruption to MHU and NWC activities. The current job descriptions for these positions are based upon work in the clinic setting. These job descriptions need to be updated to accurately fit the duties and responsibilities for the Mobile Health Unit activities.

ALTERNATIVES

Choosing not to accept this proposal would forfeit the opportunity to increase vaccination awareness and rates within Ingham County’s most vulnerable populations through our Mobile Health Unit Services.

FINANCIAL IMPACT

All costs for this agreement will be covered by the Mobile Testing Grant from MDHHS. These Special Part-time positions will not receive benefits and will use already created job descriptions, but with amended duties to fit the mobile health clinic. ICHHD will create the following Special Part-Time Positions:

- a. Per Diem Charge Nurse – MNA 03
- b. Per Diem Nurse Practitioner – MNA 07
- c. Per Diem Physician Assistant – MC 15
- d. Per Diem Physician – MC F

These positions will be paid at Step 1 +10%.

STRATEGIC PLANNING IMPACT

This resolution supports the overarching long-term objective of promoting accessible healthcare, specifically section A.1(e) of the Action Plan – Expand access to healthcare for county residents, with an emphasis on the uninsured and underinsured.

OTHER CONSIDERATIONS

There are no other considerations.

RECOMMENDATION

Based on the information presented, I respectfully recommend that the Ingham County Board of Commissioners authorize adding (2) Special Part Time Mobile Health Physicians, two (2) Special Part Time Physician Assistants, two (2) Special Part Time Nurse Practitioners, and four (4) Special Part Time Charge Nurse positions with the attached job descriptions, effective September 1, 2024.

TO: Mindy Smith, Program Coordinator

FROM: Beth Bliesener, Human Resources Generalist – Employment Specialist
Joan Clous, Human Resources Generalist - Labor Relations Specialist

DATE: June 25, 2024

RE: Memo of Analysis for Creating Special Part-Time Positions

Human Resources can confirm the following information regarding creating special part-time positions for the Health Department:

Per the Health Department request, they would like to create Special Part-Time positions. These will be Special Part-time position and will not receive benefits. After analysis, the best decision is to use already created job descriptions, but to amend the duties to fit the mobile health clinic. The Health Department will create the following Special Part-Time Positions:

- e. Per Diem Charge Nurse – MNA 03
- f. Per Diem Nurse Practitioner – MNA 07
- g. Per Diem Physician Assistant – MC 15
- h. Per Diem Physician – MC F

The positions will be paid at step 1 +10%.
I have attached the job descriptions.

The MNA has been notified and they support this request. I have attached the MNA response.

Please use this memo as acknowledgement of Human Resources' participation. You are now ready to complete the final step in the process: contact Budgeting, write a memo of explanation and prepare a resolution for Board approval.

If I can be of further assistance, please email or call me (887-4375).

From: [Rita Sharma](#)
To: [Elisabeth Bliesener](#); [Joan Clous](#); [Amanda Duarte](#); [Tammy Tuthill](#); [Sue Graham](#)
Subject: Re: Special Part-Time Positions
Date: Wednesday, June 5, 2024 10:01:52 AM
Attachments: [image005.png](#)
[image006.png](#)
[image008.png](#)

Good morning,

We have no further questions at this time and we support the special part time positions.

Thank you for your patience.

Rita Sharma
Labor Representative

Michigan Nurses Association
2310 Jolly Oak Rd, Okemos, MI 48864
888.MINURSE | Office: 517.349.5640 | Cell: 517.449.6422 | Fax: 517.349.5818
minurses.org | facebook.com/minurses | twitter@minurses

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From: Elisabeth Bliesener <EBliesener@ingham.org>
Sent: Friday, May 31, 2024 4:57 PM
To: Rita Sharma <rita.sharma@minurses.org>; Joan Clous <JClous@ingham.org>; Amanda Duarte <ADuarte@ingham.org>; Tammy Tuthill <TTuthill@ingham.org>; Sue Graham <SGraham@ingham.org>
Subject: RE: Special Part-Time Positions

Just checking in to see if you had any other questions or if the Union supports creating these Special Part-Time positions?

Thanks

From: Elisabeth Bliesener
Sent: Friday, May 24, 2024 8:14 AM
To: Rita Sharma <rita.sharma@minurses.org>; Joan Clous <JClous@ingham.org>; Amanda Duarte <ADuarte@ingham.org>; Tammy Tuthill <TTuthill@ingham.org>
Subject: RE: Special Part-Time Positions

Just checking in to see if you need any other information or if the Union supports creating these Special Part-Time positions?

Thanks

From: Elisabeth Bliesener
Sent: Wednesday, May 15, 2024 6:23 PM
To: Rita Sharma <rita.sharma@minurses.org>; Joan Clous <JClous@ingham.org>; Amanda Duarte <ADuarte@ingham.org>; Tammy Tuthill <TTuthill@ingham.org>
Subject: RE: Special Part-Time Positions

Attached are the documents I received from the Health Department, let us know if there is anything else you need and if you support creating these Special Part-time positions

Thanks

From: Rita Sharma <rita.sharma@minurses.org>
Sent: Wednesday, May 15, 2024 7:47 AM
To: Joan Clous <JClous@ingham.org>; Amanda Duarte <ADuarte@ingham.org>; Tammy Tuthill <TTuthill@ingham.org>
Cc: Elisabeth Bliesener <EBliesener@ingham.org>
Subject: Re: Special Part-Time Positions

Good morning,

Could you please provide us with the grant documentation for our review. We require this information to understand what the grant covers and the duration. We reserve the right any and all rights to bargain the effects based on the documentation you provide.

Will there be a duration on the job postings?

Thank you,
Rita Sharma
Labor Representative

Michigan Nurses Association
2310 Jolly Oak Rd, Okemos, MI 48864
888.MINURSE | Office: 517.349.5640 | Cell: 517.449.6422 | Fax: 517.349.5818
minurses.org | facebook.com/minurses | twitter@minurses

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From: Joan Clous <JClous@ingham.org>
Sent: Friday, May 3, 2024 11:27 AM
To: Rita Sharma <rita.sharma@minurses.org>; Amanda Duarte <ADuarte@ingham.org>; Tammy Tuthill <TTuthill@ingham.org>
Cc: Elisabeth Bliesener <EBliesener@ingham.org>
Subject: Special Part-Time Positions

Good Morning,

Attached please find two Special Part Time positions for the Mobile Health Grants. They would be paid at step 1 +10% to step 1 per the language.

Please let me know if the union is in agreement with these positions.

Thanks,

Joan

Joan Clous MPA, SHRM-CP

Human Resources Specialist – Labor & Employee Relations

Ingham County

5303 S. Cedar Bldg 2 Suite 2102

Lansing MI 48911

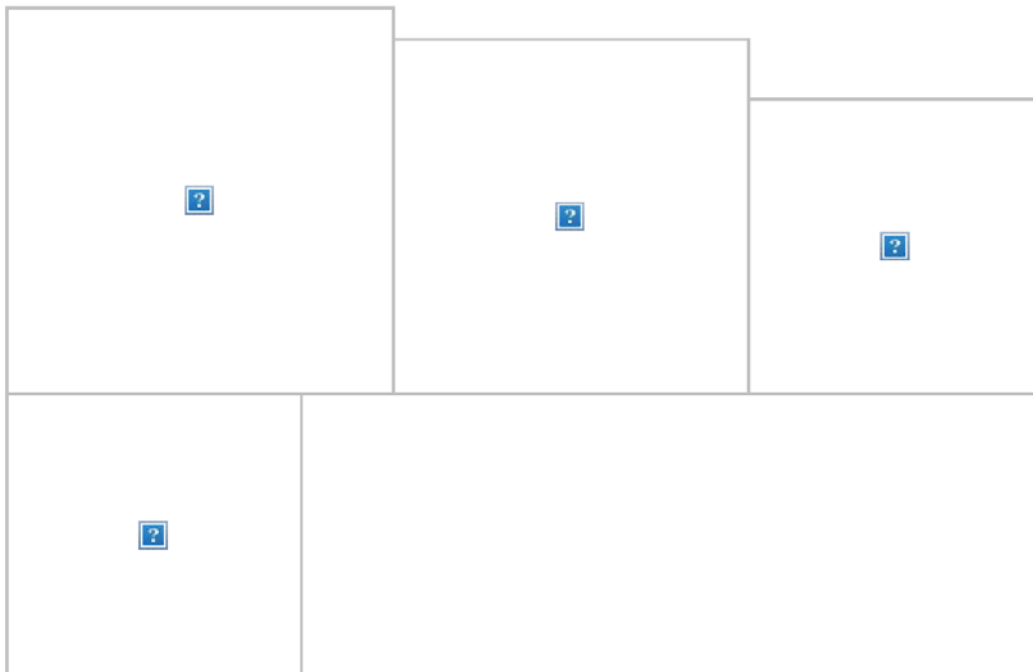
517-887-4374 – Office

517-930-2075 - Cell

517-887-4396 – Fax

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“Success is a project that is always under construction.” ~ Pat Summit

**INGHAM COUNTY
JOB DESCRIPTION**

**Per Diem Charge Nurse – Mobile Health
Special Part-time**

General Summary:

Under the supervision of the Health & Resource Navigation Supervisor and the Medical Director, participates with the medical operations of the Ingham County Mobile Health Unit.

Provides vaccinations and vaccine preparation. May transport vaccine to and from events and ensure proper handling. Consults with patients and answers medical questions, consults with Ingham County Medical Director as needed and appropriate. Responds to site emergency medical events to provide first-line medical care until EMS arrives. Must be BLS certified at a minimum.

Hours are scheduled in coordination with the Mobile Health Unit Coordinator and/or Health & Resources Navigation Supervisor with scheduling availability provided in writing to ICHD on a quarterly basis at least 30 days prior to the start of each quarter.

Essential Functions:

1. Interviews clients and conducts health assessments including conducting physical assessments and obtaining blood pressure, vaccination history information, temperature, measurements, and other data related to health history and status.
2. In the absence of a medical provider, coordinates staff to provide life support measures, such as CPR, during emergency situations.
3. Assesses the immunization status of clients. In accordance with written protocols and CDC training guides, administers immunizations and documents immunization record.
4. May assess various tests and screening results and correlates them with health history and physical assessment. Determines absence or presence of abnormalities in the health history, physical examination, and health maintenance activities. Reviews screening results and specialist reports and refers to the appropriate services and specialist in a timely manner.
5. Refers clients who have complicated health care needs to specialist and/or navigation services to ensure optimal outcome of care.
6. Assists physician with physical assessments and procedures as needed. Gives treatments, medications and injections and performs testing per physician orders. Instructs client or caregiver in the proper way to collect specimen in order to get to accurate results.
7. Works with diverse cultures including non-English speaking clients to overcome barriers to obtaining health care.
8. Maintains client documentation per Mobile Health Unit protocols.
9. Ensures that client records are kept secure and confidential and maintained consistent with Health Department policies and procedures and HIPAA standards. Educates clients and families on their rights as related to privacy of medical information.
10. CDC COVID-19 Vaccine Training Modules and/or provides proof of completion of these training modules.
11. Completes mandatory internal education as assigned. (6 CME hours annually)
12. Completes bloodborne pathogen training and/or provides proof of completion of any prior bloodborne pathogen training.
13. Completes ICHD HIPAA & HITECH training.
14. Attends required meetings.

Other Functions:

- Performs other duties as assigned.
- Must adhere to departmental standards in regard to HIPAA and other privacy issues.
- During a public health emergency, the employee may be required to perform duties similar to, but not limited, to those in his/her job description.
- Must adhere to departmental standards in regard to confidentiality and other privacy issues.
- Ability to meet deadlines in a timely manner, change focus on projects as needed and multitask.
- Dependable and regular attendance required.
- Ability to handle stressful situations on an occasional basis.
- Ability to maintain excellent customer service during stressful situations.

(An employee in this position may be called upon to do any or all of the above tasks. These examples do not include all of the tasks which the employee may be expected to perform.)

Employment Qualifications:

Education: Graduation from an accredited school of nursing.

Experience: Three years of nursing experience.

Other Requirements:

- Possession of a current license to practice as a Registered Nurse in the State of Michigan

(The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria)

Requirements and Working Conditions

Physical Requirements: *[This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements]:*

Stooping and bending to examine clients.

Ability to lift, carry, and transport equipment and supplies.

This position requires the ability to sit, stand, walk, twist, bend, stoop/crouch, squat, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands, or fingers.

This position's physical requirements require periodic stamina in sitting, twisting, bending, stooping/crouching, and squatting.

This position's physical requirements require continuous stamina in standing, walking, reaching, grasping, handling, pinching, typing and enduring repetitive movements of the wrists, hands, and fingers.

This position performs light work requiring the ability to exert 20 pounds or less of force in the physical requirements above.

This position primarily requires close visual acuity to perform tasks within arm's reach such as: viewing a computer screen, using measurement devices, inspecting, and assembling parts, etc.

This position requires the ability to communicate and respond to inquiries both in person and over the phone.

This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.

This position requires the ability to handle varying levels of stress.

This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the requirements listed above. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements.

Working Conditions:

Exposure to communicable diseases and blood and other bodily fluids.

This position works in an indoor or outdoor environment. There may be exposure to prominent lights, noises, odors, temperatures, or weather conditions.

This position is exposed to communicable diseases, blood, other body fluids, etc.

This position may involve serving people experiencing mental health crisis.

***Per Diem Charge Nurse – Mobile Health
Special Part-time
NP/CN-03 step 1 +10%
MNA
June 2024***

INGHAM COUNTY JOB DESCRIPTION

Per Diem Nurse Practitioner – Mobile Health Special Part-time

General Summary:

Under the supervision of the Health & Resource Navigation Supervisor and the Medical Director, participates with the medical operations of the Ingham County Mobile Health Unit.

Oversees the medical operations of Mobile Health Unit services offered at various community events and venues.

Provides vaccinations and vaccine preparation. May transport vaccine to and from events and ensure proper handling. Consults with patients and answers medical questions, consults with Ingham County Medical Director as needed and appropriate. Responds to site emergency medical events to provide first-line medical care until EMS arrives. Must be BLS certified at a minimum.

Interprets and advises residents regarding onsite screenings such blood pressure, cholesterol, glucose, and other same-day rapid screenings conducted at mobile health events. Assists HIV and HCV education specialists with resident counseling regarding onsite rapid HIV and HCV test results. Assists lead poisoning prevention specialists with resident education regarding onsite rapid lead poisoning test results. Answers resident questions about COVID, HIV, HCV, and other communicable diseases. Answers resident questions and provide health educations about chronic disease management.

Refers residents to health care navigation resources provided by Ingham County Health Department. Oversees vaccinators and vaccine preparation. Responds to site emergency medical events to provide first-line medical care until EMS arrives.

Hours are scheduled in coordination with the Mobile Health Unit Coordinator and/or Health & Resources Navigation Supervisor with scheduling availability provided in writing to ICHD on a quarterly basis at least 30 days prior to the start of each quarter.

Essential Functions:

1. May provide leadership to the Mobile Health medical team working at each Mobile Health event.
2. Interviews clients and conducts health assessments including conducting physical assessments and obtaining blood pressure, vaccination history information, temperature, measurements, and other data related to health history and status.
3. Assesses the immunization status of clients. In accordance with written protocols and CDC training guides, administers immunizations and documents immunization record.
4. May assess various tests and screening results and correlates them with health history and physical assessment. Determines absence or presence of abnormalities in the health history, physical examination, and health maintenance activities. Reviews screening results and specialist reports and refers to the appropriate services and specialist in a timely manner.
5. Makes referrals to health care professionals, specialists, other clinics, and community agencies.
6. Maintains client records in a systematic format approved by the Health Department.
7. Serves as a consultant and collaborator to/with the Mobile Health team, clients, and community professionals.

8. May participate as a preceptor and role model for Nurse Practitioner students.
9. Assists/instructs other health care employees and/or students in the management of client care.
10. Works with diverse cultures including non-English speaking clients to overcome barriers to obtaining health care.
11. Ensures that client records are kept confidential consistent with the Health Department policies and procedures and HIPAA standards. Monitors HIPAA compliance within the work environment.
12. Completes CDC COVID-19 Vaccine Training Modules and/or provides proof of completion of these training modules.
13. Completes mandatory internal education as assigned. (6 CME hours annually)
14. Completes bloodborne pathogen training and/or provides proof of completion of any prior bloodborne pathogen training.
15. Completes ICHD HIPAA & HITECH training.
16. Attends required meetings.
17. May be assigned to perform monthly Check of Emergency Response Bag for expired items.
18. Monitors and records vaccine cooler temperature for archival and referential use.
19. Upholds medical credential that is present when hired.

Other Functions:

- Performs other duties as assigned.
- Must adhere to departmental standards in regard to HIPAA and other privacy issues.
- During a public health emergency, the employee may be required to perform duties similar to, but not limited, to those in his/her job description.
- Must adhere to departmental standards in regard to confidentiality and other privacy issues.
- Ability to meet deadlines in a timely manner, change focus on projects as needed and multitask.
- Dependable and regular attendance required.
- Ability to handle stressful situations on an occasional basis.
- Ability to maintain excellent customer service during stressful situations.

(An employee in this position may be called upon to do any or all of the above tasks. These examples do not include all of the tasks which the employee may be expected to perform.)

Employment Qualifications:

Education: Possession of a Master's Degree in Nursing and relevant Nurse Practitioner training/certification in the specialty area for the position held.

Experience: One year of Nurse Practitioner/Provider experience similar to the job responsibilities of a Nurse Practitioner/Provider within the Health Department.

Other Requirements: Possession of a current license to practice as a registered nurse in the State of Michigan. Certification of a nurse practitioner in area of specialty by the ANA or NACOG and possession of a license issued by the State of Michigan as a Nurse Practitioner. Maintain re-certification every three years. CPR certification, CLIA training and may maintain HIV counselor certification.

(The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria)

Physical Requirements:

Stooping and bending to examine clients.

Ability to lift, carry, and transport equipment and supplies.

This position requires the ability to sit, stand, walk, twist, bend, stoop/crouch, squat, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands, or fingers.

This position's physical requirements require periodic stamina in sitting, twisting, bending, stooping/crouching, and squatting.

This position's physical requirements require continuous stamina in standing, walking, reaching, grasping, handling, pinching, typing and enduring repetitive movements of the wrists, hands, and fingers.

This position performs light work requiring the ability to exert 20 pounds or less of force in the physical requirements above.

This position primarily requires close visual acuity to perform tasks within arm's reach such as: viewing a computer screen, using measurement devices, inspecting, and assembling parts, etc.

This position requires the ability to communicate and respond to inquiries both in person and over the phone.

This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.

This position requires the ability to handle varying levels of stress.

This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the requirements listed above. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements.

Working Conditions:

Exposure to communicable diseases and blood and other bodily fluids.

This position works in an indoor or outdoor environment. There may be exposure to prominent lights, noises, odors, temperatures, or weather conditions.

This position is exposed to communicable diseases, blood, other body fluids, etc.

This position may involve serving people experiencing mental health crisis.

***June 2024
MNA
NP/CN-07
Special Part-Time
Step 1 +10%***

INGHAM COUNTY JOB DESCRIPTION

Per Diem Physician – Mobile Health
Special Part-time

General Summary:

Under the supervision of the Health & Resource Navigation Supervisor and the Medical Director, participates with the medical operations of the Ingham County Mobile Health Unit.

Oversees the medical operations of Mobile Health Unit services offered at various community events and venues.

Provides vaccinations and vaccine preparation. May transport vaccine to and from events and ensure proper handling. Consults with patients and answers medical questions, consults with Ingham County Medical Director as needed and appropriate. Responds to site emergency medical events to provide first-line medical care until EMS arrives. Must be BLS certified at a minimum.

Interprets and advises residents regarding onsite screenings such blood pressure, cholesterol, glucose, and other same-day rapid screenings conducted at mobile health events. Assists HIV and HCV education specialists with resident counseling regarding onsite rapid HIV and HCV test results. Assists lead poisoning prevention specialists with resident education regarding onsite rapid lead poisoning test results. Answers resident questions about COVID, HIV, HCV, and other communicable diseases. Answers resident questions and provide health educations about chronic disease management.

Hours are scheduled in coordination with the Mobile Health Unit Coordinator and/or Health & Resources Navigation Supervisor with scheduling availability provided in writing to ICHD on a quarterly basis at least 30 days prior to the start of each quarter.

Essential Functions:

1. Provides leadership to the Mobile Health medical team working at each Mobile Health event.
2. Interviews clients and conducts health assessments including conducting physical assessments and obtaining blood pressure, vaccination history information, temperature, measurements, and other data related to health history and status.
3. Assesses the immunization status of clients. In accordance with written protocols and CDC training guides, administers immunizations and documents immunization record.
4. May assess various tests and screening results and correlates them with health history and physical assessment. Determines absence or presence of abnormalities in the health history, physical examination, and health maintenance activities. Reviews screening results and specialist reports and refers to the appropriate services and specialist in a timely manner.
5. Assess health status of patients consistent with education and training, through appropriate health history, physical examination, and diagnostic tests.
6. Provides care for acute/chronic medical illness and preventative services in accordance with national recognized standards.
7. Makes referrals to health care professionals, specialists, other clinics, and community agencies.
8. Maintains client records in a systematic format approved by the Health Department.

9. Serves as a consultant and collaborator to/with the Mobile Health team, clients, and community professionals.
10. May participate as a preceptor and role model for medical students.
11. Assists/instructs other health care employees and/or students in the management of client care.
12. Works with diverse cultures including non-English speaking clients to overcome barriers to obtaining health care.
13. Ensures that client records are kept confidential consistent with the Health Department policies and procedures and HIPAA standards. Monitors HIPAA compliance within the work environment.
14. Completes CDC COVID-19 Vaccine Training Modules and/or provides proof of completion of these training modules.
15. Completes mandatory internal education as assigned. (6 CME hours annually)
16. Completes bloodborne pathogen training and/or provides proof of completion of any prior bloodborne pathogen training.
17. Completes ICHD HIPAA & HITECH training.
18. Attends required meetings.
19. May be required to complete other mandatory Continuing Medical Education (CME) courses.
20. May be assigned to perform monthly Check of Emergency Response Bag for expired items.
21. May be tasked with monitoring and recording vaccine cooler temperature for archival and referential use.
22. Upholds medical credential that is present when hired.
23. Other duties as assigned

Other Functions:

- Performs other duties as assigned.
- Must adhere to departmental standards in regard to HIPAA and other privacy issues.
- During a public health emergency, the employee may be required to perform duties similar to, but not limited, to those in his/her job description.
- Must adhere to departmental standards in regard to confidentiality and other privacy issues.
- Ability to meet deadlines in a timely manner, change focus on projects as needed and multitask.
- Dependable and regular attendance required.
- Ability to handle stressful situations on an occasional basis.
- Ability to maintain excellent customer service during stressful situations.

(An employee in this position may be called upon to do any or all of the above tasks. These examples do not include all of the tasks which the employee may be expected to perform.)

Employment Qualifications:

Education: Graduation from an accredited school of medicine.

Post-Graduate: Completion of an ACGME or AOA accredited residency program.

Experience: One year of post full licensure experience in the practice of medicine or osteopathic medicine is preferred but completion and submission of appropriate residency training may be substituted.

Credentialing: The provider will be Board Eligible or Board Certified (Recommend) in appropriate specialty. Board Eligible individuals are expected to complete Board Certification within 2 years of employment. Maintenance of certification is required.

Other Requirements:

Applicant should have an unrestricted license to practice medicine/osteopathic medicine in the state of Michigan.

Compliance with continuing medical education as directed by both state and accrediting agencies.

(The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria)

Physical Requirements:

Stooping and bending to examine clients.

Ability to lift, carry, and transport equipment and supplies.

This position requires the ability to sit, stand, walk, twist, bend, stoop/crouch, squat, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands, or fingers.

This position's physical requirements require periodic stamina in sitting, twisting, bending, stooping/crouching, and squatting.

This position's physical requirements require continuous stamina in standing, walking, reaching, grasping, handling, pinching, typing and enduring repetitive movements of the wrists, hands, and fingers.

This position performs light work requiring the ability to exert 20 pounds or less of force in the physical requirements above.

This position primarily requires close visual acuity to perform tasks within arm's reach such as: viewing a computer screen, using measurement devices, inspecting, and assembling parts, etc.

This position requires the ability to communicate and respond to inquiries both in person and over the phone.

This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.

This position requires the ability to handle varying levels of stress.

This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the requirements listed above. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements.

Working Conditions:

Exposure to communicable diseases and blood and other bodily fluids.

This position works in an indoor or outdoor environment. There may be exposure to prominent lights, noises, odors, temperatures, or weather conditions.

This position is exposed to communicable diseases, blood, other body fluids, etc.

This position may involve serving people experiencing mental health crisis.

June 2024

MCF F

Special Part-time

Step 1 +10%

INGHAM COUNTY JOB DESCRIPTION

Per Diem Physician Assistant – Mobile Health Special Part-time

General Summary:

Under the supervision of the Health & Resource Navigation Supervisor and the Medical Director, participates with the medical operations of the Ingham County Mobile Health Unit.

Oversees the medical operations of Mobile Health Unit services offered at various community events and venues.

Provides vaccinations and vaccine preparation. May transport vaccine to and from events and ensure proper handling. Consults with patients and answers medical questions, consults with Ingham County Medical Director as needed and appropriate. Responds to site emergency medical events to provide first-line medical care until EMS arrives. Must be BLS certified at a minimum.

Interprets and advises residents regarding onsite screenings such blood pressure, cholesterol, glucose, and other same-day rapid screenings conducted at mobile health events. Assists HIV and HCV education specialists with resident counseling regarding onsite rapid HIV and HCV test results. Assists lead poisoning prevention specialists with resident education regarding onsite rapid lead poisoning test results. Answers resident questions about COVID, HIV, HCV, and other communicable diseases. Answers resident questions and provide health educations about chronic disease management.

Hours are scheduled in coordination with the Mobile Health Unit Coordinator and/or Health & Resources Navigation Supervisor with scheduling availability provided in writing to ICHD on a quarterly basis at least 30 days prior to the start of each quarter.

Essential Functions:

1. May provide leadership to the Mobile Health medical team working at each Mobile Health event.
2. Interviews clients and conducts health assessments including conducting physical assessments and obtaining blood pressure, vaccination history information, temperature, measurements, and other data related to health history and status.
3. Assesses the immunization status of clients. In accordance with written protocols and CDC training guides, administers immunizations and documents immunization record.
4. May assess various tests and screening results and correlates them with health history and physical assessment. Determines absence or presence of abnormalities in the health history, physical examination, and health maintenance activities. Reviews screening results and specialist reports and refers to the appropriate services and specialist in a timely manner.
5. Makes referrals to health care professionals, specialists, other clinics, and community agencies.
6. Maintains client records in a systematic format approved by the Health Department.
7. Serves as a consultant and collaborator to/with the Mobile Health team, clients, and community professionals.
8. Collaborates and consults with supervising physician, medical director, and peers.
9. May participate as a preceptor and role model for students.
10. Assists/instructs other health care employees and/or students in the management of client care.

11. Works with diverse cultures including non-English speaking clients to overcome barriers to obtaining health care.
12. Ensures that client records are kept confidential consistent with the Health Department policies and procedures and HIPAA standards. Monitors HIPAA compliance within the work environment.
13. Completes CDC COVID-19 Vaccine Training Modules and/or provides proof of completion of these training modules.
14. Completes mandatory internal education as assigned. (6 CME hours annually)
15. Completes bloodborne pathogen training and/or provides proof of completion of any prior bloodborne pathogen training.
16. Completes ICHD HIPAA & HITECH training.
15. Attends required meetings.
16. May be required to complete other mandatory Continuing Medical Education (CME) courses.
17. May be assigned to perform monthly Check of Emergency Response Bag for expired items.
18. May be tasked with monitoring and recording vaccine cooler temperature for archival and referential use.
19. Upholds medical credential that is present when hired.

Other Functions:

- Performs other duties as assigned.
- Must adhere to departmental standards in regard to HIPAA and other privacy issues.
- During a public health emergency, the employee may be required to perform duties similar to, but not limited, to those in his/her job description.
- Must adhere to departmental standards in regard to confidentiality and other privacy issues.
- Ability to meet deadlines in a timely manner, change focus on projects as needed and multitask.
- Dependable and regular attendance required.
- Ability to handle stressful situations on an occasional basis.
- Ability to maintain excellent customer service during stressful situations.

(An employee in this position may be called upon to do any or all of the above tasks. These examples do not include all of the tasks which the employee may be expected to perform.)

Employment Qualifications:

Education: Master's Degree and graduate of an accredited Physician Assistant program with National Board Certification (PAC).

Experience: 2 years of Physician Assistant experience preferred.

Other Requirements:

Licensed to practice as a PA in the state of Michigan and CPR certification must be kept current and applicable.

(The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria)

Physical Requirements:

Stooping and bending to examine clients.
Ability to lift, carry, and transport equipment and supplies.

This position requires the ability to sit, stand, walk, twist, bend, stoop/crouch, squat, lift, carry, push, pull, reach, grasp, handle, pinch, type, endure repetitive movements of the wrists, hands, or fingers.

This position's physical requirements require periodic stamina in sitting, twisting, bending, stooping/crouching, and squatting.

This position's physical requirements require continuous stamina in standing, walking, reaching, grasping, handling, pinching, typing and enduring repetitive movements of the wrists, hands, and fingers.

This position performs light work requiring the ability to exert 20 pounds or less of force in the physical requirements above.

This position primarily requires close visual acuity to perform tasks within arm's reach such as: viewing a computer screen, using measurement devices, inspecting, and assembling parts, etc.

This position requires the ability to communicate and respond to inquiries both in person and over the phone.

This position requires the ability to operate a PC/laptop and to enter & retrieve information from a computer.

This position requires the ability to handle varying levels of stress.

This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the requirements listed above. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements.

Working Conditions:

Exposure to communicable diseases and blood and other bodily fluids.

This position works in an indoor or outdoor environment. There may be exposure to prominent lights, noises, odors, temperatures, or weather conditions.

This position is exposed to communicable diseases, blood, other body fluids, etc.

This position may involve serving people experiencing mental health crisis.

June 2024

MC 15

Special Part-time Step 1

+10%

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

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE ADDITIONAL SPECIAL PART TIME MOBILE HEALTH PER
DIEM MEDICAL POSITIONS**

WHEREAS, Ingham County Health Department (ICHD) wishes to add (2) Per Diem Mobile Health Physicians, (2) Per Diem Mobile Health Physician Assistants, (2) Per Diem Mobile Health Nurse Practitioners, and (2) per Diem Mobile Health Unit Charge Nurses as Special Part-Time positions for the Ingham County Mobile Health Unit, effective September 1, 2024; and

WHEREAS, ICHD has established the Ingham County Mobile Health Unit; and

WHEREAS, the current staffing level requires the hiring of per diem medical positions to assist with medical activities at Mobile Health events; and

WHEREAS, the Mobile Health Unit requires medical staff on site to administer vaccines, transport vaccinations, and provide medical consultation to patients; and

WHEREAS, the Mobile Health Unit's four current temporary per diem staff are not always available for various reasons and more medical staff may be needed in the future; and

WHEREAS, per diem medical positions were created in 2022 as a staffing mechanism for these intermittent, short-term health events; and

WHEREAS, these Mobile Health positions are currently temporary positions that force the staff in these positions to take 90 days of leave after a year, posing significant operational interruption to MHU and NWC activities; and

WHEREAS, the current job descriptions for these positions are based upon work in the clinic setting and these job descriptions need to be updated to accurately fit the duties and responsibilities for the Mobile Health Unit activities; and

WHEREAS, all costs for this agreement will be covered by the Mobile Testing Grant from MDHHS and these Special Part-time positions will not receive benefits and will use already created job descriptions, but with amended duties to fit the mobile health clinic; and

WHEREAS, the Medical Health Officer recommends that the Ingham County Board of Commissioners authorize adding (2) Per Diem Mobile Health Physicians, (2) Per Diem Mobile Health Physician Assistants, (2) Per Diem Mobile Health Nurse Practitioners, and (2) per Diem Mobile Health Unit Charge Nurses as Special Part-Time positions for the Ingham County Mobile Health Unit, effective September 1, 2024.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes adding (2) Per Diem Mobile Health Physicians, (2) Per Diem Mobile Health Physician Assistants, (2) Per Diem Mobile Health Nurse Practitioners, and (2) per Diem Mobile Health Unit Charge Nurses as Special Part-Time positions for the Ingham County Mobile Health Unit, effective September 1, 2024.

BE IT FURTHER RESOLVED, that the rate of compensation will continue at the current rate posted for each of the four positions (Physician, Physician Assistant, Nurse Practitioner, and Charge Nurse).

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

TO: Board of Commissioners County Services Committee

FROM: Kristen Romo, Purchasing Director

DATE: August 6, 2024

SUBJECT: Notice of Emergency Purchase Order for Prevailing Wage Monitoring for the Housing Trust Fund (HTF) and Land Bank ARPA funded construction projects.

BACKGROUND

The Housing Trust Fund (HTF) and the Ingham County Land Bank, anticipate funding more than a dozen new residential construction and rehabilitation projects between now and the end of 2026, when ARPA funds expire.

Due to unforeseen circumstances, the current Prevailing Wage monitoring contractor, Michigan Fair Contracting Center, is unable to meet the demand of the HTF and Land Bank construction projects due to current staffing levels and the fact that monitoring residential projects can be labor intensive because prevailing wage reporting is not routinely required for residential contractors.

The Purchasing department requested quotes from several qualified sources and was successful in finding a service willing and able to handle this volume; and, can be available on an as-needed basis. Labor Compliance Services, headquartered in Milford, MI submitted a quote of \$100/hour for monitoring fees and \$30/hour for travel plus expenses.

Emergency services were approved by the Controller's Office.

ALTERNATIVES

None, contracts have been signed and construction is beginning.

FINANCIAL IMPACT

A blanket purchase order not to exceed \$4,999 was issued to satisfy the County's Prevailing Wage policy and state law while a formal contract can be secured. The Housing Trust fund board will be meeting on August 20, 2024 to discuss the prevailing wage policy, requirements, and funding for these projects.

TO: Board of Commissioners County Services and Finance Committees
FROM: Kristen Romo, Purchasing Director
DATE: August 6, 2024
SUBJECT: Request to enter into a contract with Labor Compliance Services for prevailing wage compliance monitoring services for the Housing Trust Fund and Ingham County Land Bank's construction/rehabilitation projects.

BACKGROUND

The Ingham County Purchasing Department currently retains services for Prevailing Wage Compliance monitoring on an "as-needed" basis as approved under Resolution #17-487 effective until December 31, 2028. The Purchasing Department currently contracts Michigan Fair Contracting Center (MFCC) to perform this prevailing wage compliance oversight and audits in order to comply with Ingham County's prevailing wage policy and state law. MFCC currently charges \$150/hour.

Until recently, MFCC has adequately handled the volume of requests for all past and current projects, including several for the Ingham County Land Bank. However, through the Housing Trust Fund and the Ingham County Land Bank, the County is funding more than a dozen new residential construction and rehabilitation projects between now and the end of 2026, when ARPA funds expire. Residential projects can become labor intensive; and, MFCC has notified the County that they currently lack staffing to be able to provide services for these projects. This has prompted the need for the Purchasing Department to find alternate sources for monitoring.

The Purchasing department requested quotes from several qualified sources and was successful in finding a service willing and able to handle this volume; and, can be available on an as-needed basis. Labor Compliance Services, headquartered in Milford, MI submitted a quote of \$100/hour for monitoring fees and \$30/hour for travel plus expenses.

ALTERNATIVES

None. The current Contractor and the individual County offices cannot handle this volume of work. The Purchasing Department does not have the staffing or expertise to perform the monitoring and audits and Prevailing Wage compliance is a requirement of the County.

FINANCIAL IMPACT

Prevailing Wage monitoring services on these projects will utilize up to \$35,000 of remaining unobligated funds from the \$9 million in American Rescue Plan funds for affordable housing opportunities allocated through the Housing Trust Fund through Resolution #22-211.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

I very respectfully recommend approval to enter into a contract with Labor Compliance Services on an as-needed basis for additional Prevailing Wage Compliance monitoring services to service the Housing Trust Fund and Ingham County Land Bank projects.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A CONTRACT WITH LABOR COMPLIANCE SERVICES

WHEREAS, the Housing Trust Fund and Ingham County Land Bank have a significant amount of new grant-funded construction projects that will be over \$10,000; and

WHEREAS, the County's policy requires Prevailing Wage monitoring on all Construction Projects over \$10,000; and

WHEREAS, the current Prevailing Wage monitoring contractor, Michigan Fair Contracting Center, is unable to meet the demand of these new projects; and

WHEREAS, the Purchasing Department sought out qualified vendors to provide these services and identified Labor Compliance Services who returned a quote for as-needed services in the amount of \$100/hour for monitoring and \$30/hour for travel plus expenses; and

WHEREAS, through Resolution #22-211, the Board of Ingham County Commissioners allocated up to \$9 million in American Rescue Plan funds for affordable housing opportunities through the Housing Trust Fund; and

WHEREAS, the Housing Trust Fund Committee recommends that up to \$35,000 of unobligated American Rescue Plan Act (ARPA) funds be utilized for project monitoring and administration.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into a contract with Labor Compliance Services for Prevailing Wage monitoring and auditing services on an as-needed basis in the amount of \$100/hour for monitoring and \$30/hour for travel plus expenses, with a not to exceed maximum of \$35,000 through the end of 2026 which coincides when the Housing Trust Fund and Ingham County Land Bank projects will be finished.

BE IT FURTHER RESOLVED, that the total cost will be paid out of the ARPA funds designated to the Housing Trust Fund.

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

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

FROM: Deb Fett, CIO

DATE: August 7, 2024

SUBJECT: Resolution – Fax Solution
For the Agendas of August 20th, July 21st, and July 27th.

BACKGROUND

Currently Ingham County has virtual faxing solutions that struggle to cover the faxing needs of the County for health care records or other sensitive data. These systems have a support component that must be renewed each year. The software has been troublesome for a while now and is not easy for our users to work with. Innovation and Technology (ITD) has reviewed various options and found a single solution that will provide for our ongoing secure faxing needs while removing the issues that have plagued our previous systems. The ongoing support costs are favorably comparable to our current solutions as well.

ALTERNATIVES

We could continue with the current software.

FINANCIAL IMPACT

The funding for the \$90,000 total is budgeted and will come from the County’s Innovation and Technology Department’s Network Fund.

STRATEGIC PLANNING IMPACT

This resolution supports Goal D – Information Technology, specifically Strategy 2 – Annually budget for countywide IT projects including updates to existing software applications.

OTHER CONSIDERATIONS

Faxing is critical to our Health Department and Health Clinics as well as our Jail facility. This software will make this less irritating for our users as well as continue to save the County money over the machine and telephone line method that used to be used.

This quote was obtained under the Sourcewell (formerly National Joint Powers Alliance "NJPA") Cooperative Purchasing agreement of which Ingham County is a member (#36494). Contract #090320-KON.

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the fax solution from Konica Minolta Business Solutions.

Introduced by County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE THE PURCHASE OF A FAX SOLUTION

WHEREAS, Ingham County's current fax solution is troublesome and limiting; and

WHEREAS, Innovation and Technology (ITD) has reviewed the currently available fax solutions to find a solution better suited to the needs of our users; and

WHEREAS, the chosen solution from Konica Minolta Business Solutions integrates well with our applications; and

WHEREAS, the quote for said solution was obtained under the Sourcewell Cooperative contract #090320-KON.

THEREFORE BE IT RESOLVED, that the Board of Commissioners do hereby authorize the purchase of the fax solution from Konica Minolta Business Solutions in the amount not to exceed \$90,000.

BE IT FURTHER RESOLVED, that the total cost will be paid out of the county's Network Fund.

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

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

TO: County Service and Finance Committees

FROM: Glen Canning, Facilities Director

DATE: July 26, 2024

SUBJECT: Notice of Emergency Purchase Order to Replace Control Panel Circuit Boards and CPU at Ingham County Youth Center

This memo informs you that an emergency purchase order was made before receiving approval from the County Service and Finance Committees.

The control panels at the Ingham County Youth Center are failing, and replacement boards are no longer available. Additionally, the buttons on the control board are not clearly visible, causing operators to misinterpret whether a door is locked or unlocked, posing a significant safety risk.

Cost and Funding:

The original request was for \$47,582 to cover the replacement of the control panels. However, the central processing unit also needs to be replaced, requiring an additional \$32,418, including a \$5,000 contingency to cover any potential cost overruns.

Funds for this purchase are available in Line Item #264-66400-978000. The purchase order will be issued to Perceptive Controls, Inc.

Both the Controller and Purchasing Director have approved this purchase.

Respectfully,

Glenn Canning
Facilities Director

TO: Board of Commissioners, County Services & Finance Committees

FROM: Glenn Canning, Facilities Director

DATE: July 25, 2024

RE: Resolution to Authorize a Purchase Order to Automatic Equipment Sales & Service, Inc. to Install an Automatic Door Opener at the Human Services Building

For the meeting agendas of: August 21st & 22nd

BACKGROUND

The main entrance door to the Veteran Affairs suite at the Human Services Building requires an automatic door opener to assist clients in accessing the suite. Automatic Equipment Sales & Service, Inc. submitted a proposal of \$5,664 to supply and install the automatic door opener. This project aims to improve accessibility for the clients of Veteran Affairs.

ALTERNATIVES

The alternative would be to not approve the resolution, which would result in continued accessibility issues for clients attempting to access the Veteran Affairs suite.

FINANCIAL IMPACT

Funds are available in approved line item #631-23304-931000.

OTHER CONSIDERATIONS

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

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support a purchase order to Automatic Equipment Sales & Service, Inc. to install the automatic door opener.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A PURCHASE ORDER TO AUTOMATIC EQUIPMENT SALES & SERVICE, INC. TO INSTALL AN AUTOMATIC DOOR OPENER AT THE HUMAN SERVICES BUILDING

WHEREAS, the main entrance door to the Veteran Affairs suite at the Human Services Building requires an automatic door opener to assist clients in accessing the suite; and

WHEREAS, Automatic Equipment Sales & Service, Inc., a local vendor, submitted a proposal of \$5,664 to supply and install the automatic door opener; and

WHEREAS, three quotes were required and obtained in accordance with the Ingham County Purchasing Policy; and

WHEREAS, funds are available in the equipment maintenance line item #631-23304-931000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a purchase order to Automatic Equipment Sales & Service, Inc., 1747 Northridge Drive NW, Walker, MI 49544, to supply and install an automatic door opener at the Human Services Building for an amount not to exceed \$5,664.

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.

TO: Board of Commissioners, County Services & Finance Committees

FROM: Glenn Canning, Facilities Director

DATE: July 26, 2024

RE: Resolution to Authorize a Service Agreement with Trane U.S. Inc., for Building Control Units and Software Maintenance at Multiple County Facilities

For the meeting agendas of: August 20 & 21

BACKGROUND

The building control units and software maintenance at the Human Services Building, Potter Park Zoo, Youth Center, Animal Control, Hilliard Building, Historical Courthouse, Veterans Memorial Courthouse, Forest Community Health, Ingham County Family Center, and Grady Porter Building are essential for ensuring efficient operation and comfortable building temperatures for staff and the public. The proposed service agreement with Trane U.S. Inc., who is on the Omnia co-operative agreement and therefore exempt from the requirement of obtaining three quotes per the Ingham County Purchasing Policy, will cover the maintenance of the Tracer Summit software system. This agreement will provide routine maintenance and support for these control systems, preventing potential failures and ensuring reliable building management.

Trane has submitted a proposal of \$79,620 for a three-year term to cover the software maintenance and support for the control units.

ALTERNATIVES

The alternative would be to not approve this agreement, leaving the potential for the control systems to fail, which could lead to uncomfortable building temperatures and higher costs for emergency repairs.

FINANCIAL IMPACT

Funds are available in building maintenance contractual line items.

OTHER CONSIDERATIONS

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

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support a service agreement with Trane U.S. Inc., for the chillers and roof top units at multiple County facilities.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A SERVICE AGREEMENT WITH TRANE U.S. INC., FOR BUILDING CONTROL UNITS AND SOFTWARE MAINTENANCE AT MULTIPLE COUNTY FACILITIES

WHEREAS, the building control units and software maintenance at the Human Services Building, Potter Park Zoo, Youth Center, Animal Control, Hilliard Building, Historical Courthouse, Veterans Memorial Courthouse, Forest Community Health, Ingham County Family Center, and Grady Porter Building are essential for ensuring efficient operation and comfortable building temperatures for staff and the public; and

WHEREAS, the proposed service agreement with Trane U.S. Inc., who is on the Omnia co-operative agreement and therefore exempt from the requirement of obtaining three quotes per the Ingham County Purchasing Policy, will cover the maintenance of the Tracer Summit software system; and

WHEREAS, this agreement will provide routine maintenance and support for these control systems, preventing potential failures and ensuring reliable building management; and

WHEREAS, Trane U.S. Inc. has submitted a proposal of \$79,620 for a three-year term to cover the software maintenance and support for the control units; and

WHEREAS, funds are available in the maintenance contractual line items.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes a service agreement with Trane U.S. Inc. for building control units and software maintenance for the Human Services Building, Youth Center, Potter Park Zoo, Animal Control, Hilliard Building, Historical Courthouse, Veterans Memorial Courthouse, Forest Community Health, Ingham County Family Center, and Grady Porter Building for a three-year term at a total cost of \$79,620.

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

TO: Board of Commissioners, County Services & Finance Committees

FROM: Glenn Canning, Facilities Director

DATE: July 23, 2024

RE: Resolution to Authorize a Contract with Seelye Group to Replace the Carpet on the in the Public Areas, Jury Rooms, and Hallways in the Veterans Memorial Courthouse

For the meeting agendas of: August 20 and 21

BACKGROUND

The carpet in the public areas, jury rooms, and hallways of the Veterans Memorial Courthouse is worn and coming loose, causing trip hazards. Seelye Group, LTD., a local vendor, submitted a proposal of \$25,803.94 to replace the carpet. Seelye Group, LTD., is on the Sourcewell cooperative agreement, therefore three quotes are not required per the Ingham County Purchasing Policy.

ALTERNATIVES

The alternative would be to not approve the resolution, pushing this out for bid which is risking higher prices.

FINANCIAL IMPACT

Funds are available in 245-26710-976000-22F23 and 10113001-818000.

OTHER CONSIDERATIONS

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

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support a contract with Seelye Group LTD., to replace the carpet in the public areas of the Veterans Memorial Courthouse.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A CONTRACT WITH SEELYE GROUP LTD., TO
REPLACE THE CARPET IN THE PUBLIC AREAS, JURY ROOMS, AND HALLWAYS IN THE
VETERANS MEMORIAL COURTHOUSE**

WHEREAS, the carpet in the public areas, jury rooms, and hallways in the Veterans Memorial Courthouse is worn, coming loose, and causing trip hazards; 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 contract with Seelye Group LTD., in the amount of \$25,803.94 plus a 10% contingency, totaling \$28,384.33, to replace the carpet in the public areas, jury rooms, and hallways at the Veterans Memorial Courthouse; and

WHEREAS, funds are available in the approved 245-26710-976000-22F23 and 10113001-818000 Public Improvement Fund Line items, which have a balance of \$28,384.33.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a contract with Seelye Group LTD., 1411 Lake Lansing Road, Lansing, MI 48912, to replace the carpet in the public areas, jury rooms, and hallways at the Veterans Memorial Courthouse for an amount not to exceed \$28,384.33.

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

TO: Board of Commissioners, County Services & Finance Committees
FROM: Glenn Canning, Facilities Director
DATE: July 25, 2024
RE: Resolution to Authorize a Service Agreement to Replace the Heat Pump at the Veterans Memorial Courthouse

For the meeting agendas of: August 21st & 22nd

BACKGROUND

The existing pump running the in-floor heating system for the Veterans Memorial Courthouse is leaking badly and needs to be replaced. Hedrick Associates, a local vendor, submitted a proposal of \$5,820 to replace the pump. Hedrick Associates is on the MiDeals cooperative agreement; therefore three quotes are not required per the Ingham County Purchasing Policy.

ALTERNATIVES

The alternative would be to not approve the resolution, pushing this out for bid, which risks higher prices and potential further damage due to the leaking pump.

FINANCIAL IMPACT

Funds are available in approved line item #631-26720-931000.

OTHER CONSIDERATIONS

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

RECOMMENDATION

Based on the information presented, the Facilities Department respectfully recommends approval of the attached resolution to support a service agreement to replace the pump.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE A SERVICE AGREEMENT TO REPLACE THE HEAT PUMP AT THE VETERANS MEMORIAL COURTHOUSE

WHEREAS, the existing pump running the in-floor heating system for the Veterans Memorial Courthouse is leaking badly and needs to be replaced; and

WHEREAS, Hedrick Associates, a local vendor, submitted a proposal of \$5,820 to replace the pump; and

WHEREAS, Hedrick Associates is on the MiDeals cooperative agreement, therefore three quotes are not required per the Ingham County Purchasing Policy; and

WHEREAS, funds are available in the equipment maintenance line item #631-26720-931000.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes an agreement with Hedrick Associates, 2360 Oak Industrial Dr. NE, Grand Rapids, Michigan 49505, to replace the pump at the Veterans Memorial Courthouse for an amount not to exceed \$5,820.

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

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

FROM: Kelly R. Jones, Managing Director
Road Department

DATE: August 6, 2024

RE: Proposed Resolution to Authorize an Engineering Design Services Contract with C2AE for the Lake Lansing Water Level Control Structure

For the meeting agendas of August 20, 21 and 27

BACKGROUND

Per Resolution #24-148, the Ingham County Board of Commissioners approved the transfer of the procurement and management of engineering and construction services for the Lake Lansing Water Level Control Structure Project to the Ingham County Road Department. As a result, the Purchasing Department solicited proposals from experienced engineering firms, via Request for Proposal #159-24, to provide engineering design services for this project. The Purchasing Department, Road Department, and members of the Lake Lansing Water Level Control Structure stakeholders group reviewed the proposal from C2AE for adherence to county purchasing requirements, experience, expertise, proposed labor rates, and overall value. It is the recommendation from all parties to award the contract to C2AE, due to their past experience on similar projects and their demonstrated understanding of the scope of services.

ALTERNATIVES

None. The Road Department does not have the staff available to perform the design services for this project.

FINANCIAL IMPACT

C2AE provided a fee proposal of \$123,000 to perform engineering design services for the Lake Lansing Water Level Control Structure project. In addition to this fee, the Road Department requests a 20% contingency for unidentified costs encountered throughout the design phase of the project. Therefore, the total design contract budget with the contingency included is \$147,600. This design fee equates to approximately 10% of estimated construction costs for the Lake Lansing Water Level Control Structure project, which aligns within the anticipated design phase budget range for these types of services.

Per Resolution #24-148, the project costs will ultimately be reimbursed through assessments. In the short-term, a separate fund will be established within the Ingham County budget, to ensure no Road Department allocated funds are expended for this project.

OTHER CONSIDERATIONS

N/A

RECOMMENDATION

I respectfully recommend the Board of Commissioners adopt the attached resolution.

TO: Kelly Jones, Director, Road Department
FROM: Kristen Romo, Director of Purchasing
DATE: July 30, 2024
RE: Memorandum of Performance for RFP No. 159-24 Engineering Design Services for Lake Lansing Water Control Structure

Per your request, the Purchasing Department sought proposals from qualified and experienced engineering firms for the purpose of entering into a contract to provide engineering design services for the Lake Lansing Water Control Structure Alternative Analysis Project.

The scope of work includes, but is not limited to, providing engineering design services to further evaluate the alternative analysis provided by Spicer Group and to prepare construction documents for the preferred alternative. The Consultant will be expected to assist the Road Department and the Drain Office with the assessment process detailed in Part 307 (Inland Lake Levels) of Public Act 451 of 1994.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	80	11
Vendors responding	1	1

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

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

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

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

SUMMARY OF VENDORS' COSTS

Vendor Name:	C2AE
Local Preference:	Yes, Lansing MI
Timestamp:	7/30/24 @ 9:13 AM
<i>Description</i>	<i>Cost</i>
Kick Off Meeting	\$3,000.00
Review and Analyze the Alternate Analysis Report	\$29,000.00
Design Phase*	\$91,000.00
Bidding Phase	\$7,500.00
Construction Phase**	\$96,250.00
Total	\$226,750.00
<i>Additional Design Staff, if Desired</i>	<i>Rate</i>
Construction Administrator	\$145/hr, \$2,900/weekly
Resident Project Representative	\$130/hr, \$6,700/Weekly
*Design and Construction Phase Fees based on Alternate #4 of the December 2023 Study. Additional Flood Study not included in fees.	
**Estimated Time and Materials Fee based on a 10-week Construction Duration.	

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE AN ENGINEERING DESIGN SERVICES CONTRACT WITH C2AE FOR THE LAKE LANSING WATER LEVEL CONTROL STRUCTURE

WHEREAS, the Ingham County Board of Commissioners approved the transfer of the procurement and management of engineering and construction services for the Lake Lansing Water Level Control Structure Project to the Ingham County Road Department, per Resolution #24-148; and

WHEREAS, per Resolution #24-148, the County will reimburse the Road Department for all project related costs and, through future assessments, recuperate the reimbursed funds, ensuring no Road Department funds will be expended for this project; and

WHEREAS, the Purchasing Department recently solicited proposals from experienced engineering design firms, via Request for Proposal #159-24, to provide engineering design services for the Lake Lansing Water Level Control Structure Project; and

WHEREAS, the Purchasing Department, Road Department, and members of the Lake Lansing Water Level Control Structure stakeholders group reviewed the proposal for experience, expertise, proposed labor rates, and overall value; and

WHEREAS, the Road Department recommends that the Board of Commissioners authorize an engineering design services contract with C2AE to provide professional engineering design services on the Lake Lansing Water Level Control Project; and

WHEREAS, the Road Department recommends that the Board of Commissioners authorize a 20% contingency for any unidentified costs encountered throughout the design phase of the project; and

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

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes entering into an engineering design services contract for the Lake Lansing Water Level Control Structure Project with Capital Consultants, Inc. (dba C2AE) located at 106 West Allegan Street, Suite 500, Lansing, MI 48933, for a not to exceed design fee of \$123,000.

BE IT FURTHER RESOLVED, that the project shall include a 20% contingency, equating to an additional budget of \$24,600, to cover additional work items mutually agreed upon in writing between the Road Department Managing Director and C2AE, for a total not to exceed design phase budget of \$147,600.

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.

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

FROM: Kelly R. Jones, Managing Director
Road Department

DATE: August 6, 2024

SUBJECT: Proposed Resolution to Authorize Ongoing Flexible Capital Improvement Project Plans for the Road Department

For the Meeting Agendas of August 20, 21, and 27

BACKGROUND

The Road Department has identified a 10-year equipment and facility capital improvement project (CIP) plan to assist in future planning needs, with an annual budget of roughly \$2,000,000 combined. Each year, the Road Department submits CIP requests through the annual budget process. Unfortunately, the current process does not allow for the Road Department to respond in a timely manner for emergency replacements or to take advantage of financially beneficial opportunities outside of the approved CIP list.

There have been several occasions in recent years where other road agencies have listed their equipment for sale to their peer agencies at a significantly reduced price than purchasing new. In one case, a road agency offered three plow trucks for sale at the expiration of equipment purchased through their MDOT maintenance contract. The Road Department was able to purchase these three lightly used trucks for approximately the cost of one new truck, since the purchase of additional plow trucks were already included in the Road Department's annual CIP. The Road Department was immediately able to include these three trucks into the fleet, whereas the purchase of a new plow truck currently has an approximate 2-year lead time for delivery.

In other cases, the equipment purchase offers resulted from the termination of a lease program where the primary agency did not have the funds to purchase the equipment themselves. Most recently, due to a road agency accepting all bids until a specified deadline, the Road Department was able to request a modification to the annual CIP. However, this is not the case in most of these situations. Most often, the available equipment is listed on a first-come basis.

A third example occurred recently, where one of our mowers caught fire and was deemed a total loss. The insurance company authorized the full replacement reimbursement (minus the deductible) for an equivalent mower, but it was not included in the annual CIP. The Road Department was required to submit a resolution to purchase the replacement mower, so that it could be submitted for reimbursement from the insurance agency. The process caused a significant delay in services to the community, which could have been avoided with a flexible CIP.

Therefore, the Road Department is requesting an ongoing flexible CIP, allowing the purchase of any equipment or facility needs deemed necessary and at the best value to the Department. The intent is that the Road Department will follow the existing 10-year equipment and facility CIP plan with the intended annual budget as much as possible. However, in the case of emergencies, changed priorities, long lead times, or when financially responsible opportunities arise, the Road Department would have the ability to rearrange priorities to purchase the appropriate items when needed.

ALTERNATIVES

Status quo - keep the CIP approval on an annual basis, with adjustments to the CIP requiring Board approval.

FINANCIAL IMPACT

The Road Department budget includes an annual allocation to capital improvements for equipment and facilities. It is the expectation that the Road Department would stay within the annual budget for capital improvements, with the only modification being the flexibility of the actual items purchased within the CIP.

OTHER CONSIDERATIONS

None

RECOMMENDATION

Based on the information provided, I respectfully recommend approval of the attached resolution.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE ONGOING FLEXIBLE CAPITAL IMPROVEMENT PROJECT
PLANS FOR THE ROAD DEPARTMENT**

WHEREAS, the Road Department submits capital improvement project (CIP) requests through the annual budget process, which includes a defined list of equipment and facility expenditures planned for the upcoming fiscal year; and

WHEREAS, the Road Department has identified a 10-year equipment and facility capital improvement project (CIP) plan to assist in future planning needs, with a current annual budget of roughly \$2,000,000 combined; and

WHEREAS, the Road Department has identified several instances where a defined annual CIP list has hindered the ability to make purchases related to emergencies, changed priorities, long lead times, or when time-sensitive financially responsible opportunities arise; and

WHEREAS, the Road Department requests a flexible CIP, allowing the purchase of equipment or facility needs deemed necessary and at the best value to the Department, as long as those purchases fall within the allocated budget planned for capital expenditures in that specific fiscal year.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby authorizes the Ingham County Road Department to have a permanently flexible capital improvement project plan for equipment and facility purchases in order to address emergencies, changed priorities, long lead times, or act on time-sensitive financially responsible opportunities when necessary, as long as funding is available in the annual budget for capital expenditures in that specific year.

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

FROM: Kelly R. Jones, Managing Director
Road Department

DATE: August 6, 2024

SUBJECT: Proposed Resolution Authorizing the Purchase of a Replacement Commercial Mower
For the Meeting Agendas of August 20, 21, and 27

BACKGROUND

On April 16, 2024, a Model 1420 John Deere commercial mower owned by the Road Department caught fire and was deemed a total loss. Following this incident, an insurance claim was promptly filed with the Michigan Municipal Risk Management Authority (MMRMA). The insurance company has since authorized the county to proceed with the purchase of an equivalent commercial mower, which will be fully covered by insurance minus the deductible.

To maintain operational efficiency and ensure continued road maintenance activities, it is imperative that the Road Department acquires a replacement mower as soon as possible. The estimated cost for the equivalent John Deere commercial mower is approximately \$27,000.

Once the new mower is purchased, the MMRMA will reimburse the Road Department for the cost, subtracting the deductible. This reimbursement process ensures that the financial impact on the Road Department is minimized and that the funds will be restored to the budget.

Therefore, the ICRD seeks permission to proceed with the purchase of a replacement John Deere commercial mower at the estimated initial cost of \$27,000 prior to insurance reimbursement.

ALTERNATIVES

N/A

FINANCIAL IMPACT

The immediate financial impact of purchasing the new mower will be approximately \$27,000, which is not included in the current budget. However, this expenditure will be reimbursed by the Michigan Municipal Risk Management Authority (MMRMA) minus the deductible, resulting in minimal long-term financial impact on the Road Department.

OTHER CONSIDERATIONS

None

RECOMMENDATION

Based on the information provided, I respectfully recommend approval of the attached resolution.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AUTHORIZE THE PURCHASE OF A REPLACEMENT COMMERCIAL MOWER

WHEREAS, on April 16, 2024, a Model 1420 John Deere commercial mower owned by the Road Department caught fire and was deemed a total loss; and

WHEREAS, an insurance claim was promptly filed with the Michigan Municipal Risk Management Authority (MMRMA), which has authorized the Road Department to proceed with the purchase of an equivalent replacement commercial mower, with the full cost covered by insurance minus the deductible; and

WHEREAS, the estimated cost of purchasing a replacement commercial mower is approximately \$27,000, an expense not included in the current Road Fund budget, but necessary to maintain operational efficiency and road maintenance activities; and

WHEREAS, the MMRMA will reimburse the Road Department for the cost of the replacement commercial mower minus the deductible once the purchase is completed, ensuring minimal long-term financial impact on the Road Department.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby grants permission to the Road Department to purchase a replacement commercial mower at the initial cost of approximately \$27,000, of which most of the expense will be reimbursed through an insurance claim.

BE IT FURTHER RESOLVED, that the Purchasing Department is hereby authorized to execute a purchase order with Hutson, Inc for the purchase of the replacement commercial mower 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 agreements that are consistent with this resolution and approved as to form by the County Attorney.

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

FROM: Neal Galehouse, Director of Engineering
Road Department

DATE: August 6, 2024

SUBJECT: Proposed Resolution to Amend a Bituminous Pavement Agreement to Authorize Black Star Advisors, LLC to Sign on Behalf of Okemos Grand Reserve, LLC for Extending Paved Limits of Powell Road

For the Meeting Agendas of August 20, 21 and 27

BACKGROUND

The Grand Reserve is a residential development currently under construction in Section 22 of Meridian Township. It is located north of Grand River Avenue, east of Central Park Drive, and west of Powell Road. Powell Road is paved from Grand River Avenue to the north a distance of approximately 1,575 feet. The majority of Powell Road adjacent to the development is a gravel road. Meridian Township has required that the proprietor (Okemos Grand Reserve, LLC) extend the paved portion of Powell Road from its current limits approximately 730 feet to the northernmost limit of the Grand Reserve development.

The Ingham County Board of Commissioners previously approved Resolution #24-172 to authorize a Bituminous Pavement Agreement for Powell Road, which would extend the paved limits of Powell Road approximately 730 feet to the north.

Since the time the resolution was approved, it has come to our attention that Okemos Grand Reserve LLC lacks signatory authority for the Bituminous Paving Agreement and the proprietor has requested to allow Black Star Advisors, LLC, to sign the agreement on behalf of Okemos Grand Reserve, LLC. Additionally, earlier this year, the proprietor combined parcels as part of the development, and the parcel identified in the previous resolution (#33-02-02-22-276-009) as the northernmost limit of the development no longer exists. The new parcel number for the combined parcels is #33-02-02-22-276-010.

ALTERNATIVES

N/A

FINANCIAL IMPACT

The bituminous pavement agreement will ensure the extension of the paved portion of Powell Road is fully completed within 2 years at the proprietor's cost.

OTHER CONSIDERATIONS

None.

RECOMMENDATION

Based on the information provided, I respectfully recommend approval of the attached resolution.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO AMEND A BITUMINOUS PAVEMENT AGREEMENT TO AUTHORIZE BLACK STAR ADVISORS, LLC TO SIGN ON BEHALF OF OKEMOS GRAND RESERVE, LLC FOR EXTENDING PAVED LIMITS OF POWELL ROAD

WHEREAS, a new residential development known as Grand Reserve is under construction on a 33-acre site north of Grand River Avenue, east of Central Park Drive, and west of Powell Road, in Section 22 of Meridian Township, Ingham County, Michigan; and

WHEREAS, Powell Road is currently paved from Grand River Avenue to approximately 1,575 feet north of Grand River Avenue, while the portion of Powell Road north of that location is currently a gravel road; and

WHEREAS, Meridian Township passed a resolution on December 13, 2022 to approve Special Use Permit #22-091 which required the proprietor to extend the paved portion of Powell Road from its current limits approximately 730 feet to the northernmost limit of the Grand Reserve development, subject to the approval of the Road Department; and

WHEREAS, a Bituminous Paving Agreement was authorized for Powell Road in Resolution #24-172, which would allow for the extension of the paved portion of Powell Road approximately 730 feet to the northernmost limits of the Grand Reserve development at the full expense of the proprietor; and

WHEREAS, the proprietor, Okemos Grand Reserve, LLC, lacks signatory authority, thereby requiring Black Star Advisors, LLC to sign the agreement on behalf of Okemos Grand Reserve, LLC; and

WHEREAS, the proprietor has recently combined separate parcels within the development, defining the new parcel as #33-02-02-22-276-010, which encompasses the northernmost limits of the development.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners authorizes a bituminous pavement agreement amendment allowing Black Star Advisors, LLC, located at 2502 Lake Lansing Rd, Suite C, Lansing MI 48912, to sign on behalf of Okemos Grand Reserve, LLC.

BE IT FURTHER RESOLVED, that the parcel number provided in the agreement authorized by Board Resolution #24-172 shall be updated to reflect the new parcel number created by the proprietor's recent combination of parcels, resulting in the road paving limit concluding at northernmost limits of parcel #33-02-02-22-276-010.

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

TO: Board of Commissioners, County Services Committee

FROM: Kelly R. Jones, Managing Director
Road Department

DATE: August 6, 2024

SUBJECT: Proposed Resolution Accepting the 2024-2026 Transportation Asset Management Plan for the Ingham County Road Department

For the Meeting Agendas of August 20 and 27

BACKGROUND

An asset management plan is mandated by Michigan Public Act 325 of 2018, which defines asset management as “an ongoing process of maintaining, preserving, upgrading, and operating physical assets cost-effectively, based on a continuous physical inventory and condition assessment and investment to achieve established performance goals.” This process uses data to manage and track assets, such as roads and bridges, in a cost-effective manner by combining engineering and business principles.

The Ingham County Road Department (ICRD) has developed an asset management plan intended to report on how it is meeting its obligations to maintain the public assets under its jurisdiction. This plan identifies ICRD’s assets, their condition, current maintenance practices, and planned improvements to enhance the overall condition of those assets. The Michigan Municipal League, County Road Association of Michigan, Michigan Department of Transportation (MDOT), and Federal Highway Administration (FHWA) endorse this process. The Ingham County Road Department receives support in implementing asset management principles and processes from the Michigan Transportation Asset Management Council (TAMC), formed by the State of Michigan.

As a condition of Public Act 325, proof of acceptance by the local road agency’s governing body is required, which can be in the form of a Board resolution. Additionally, the Board Chairman is required to sign a certification form within the Transportation Asset Management Plan, confirming the Road Department has met the minimum requirements of Public Act 325 and that the governing body has accepted the document.

ALTERNATIVES

N/A

FINANCIAL IMPACT

No additional budget impacts. This is a planning tool for efficient use of future funds to maintain assets.

OTHER CONSIDERATIONS

None

RECOMMENDATION

Based on the information provided, I respectfully recommend approval of the attached resolution.

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO ACCEPT THE 2024-2026 TRANSPORTATION ASSET MANAGEMENT PLAN
FOR THE INGHAM COUNTY ROAD DEPARTMENT**

WHEREAS, Michigan Public Act 325 of 2018 requires local road-owning agencies with 100 or more certified roadway miles to develop an asset management plan for its road, bridge, culvert, and traffic signal assets; and

WHEREAS, the Road Department has more than 100 certified miles of roadway within its jurisdiction; and

WHEREAS, the Road Department has developed a Transportation Asset Management Plan for its road, bridge, culvert, and traffic signal assets per Public Act 325; and

WHEREAS, the Road Department has met the minimum requirements as outlined by Public Act 325, including the creation of agency-defined goals and objectives; and

WHEREAS, Public Act 325 requires the acceptance of the Transportation Asset Management Plan by the local road agency's governing body and a certification form to be signed by the Board Chairperson.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners hereby accepts the Ingham County Road Department's 2024-2026 Transportation Asset Management Plan as compliant with Michigan Public Act 325 of 2018.

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

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

FROM: Kelly R. Jones, Managing Director
Road Department

DATE: August 6, 2024

SUBJECT: Proposed Resolution to Authorize a Purchase Order for an Aluminum Sign Refurbishing Program
For the Meeting Agendas of August 20, 21 and 27

BACKGROUND

The Road Department purchases hundreds of signs annually to ensure the safety and proper navigation of the county's roadways. An economical and environmentally friendly option available to the Road Department is to recycle/refurbish flat sheet aluminum signs. This initiative not only reduces waste but also significantly lowers the costs associated with replacing and installing new signs throughout the county. By implementing this refurbishing program, the Road Department can achieve substantial savings while contributing to sustainable practices and efficient resource management. The purpose of this resolution is to authorize a one-year term vendor contract for the Ingham County Road Department Aluminum Sign Refurbishing Program.

The Purchasing Department solicited bids from experienced and qualified vendors for the purpose of recycling/refurbishing flat sheet aluminum sign blanks for the Road Department, for a period of one (1) year with an option for a one-year renewal. The scope of services includes, but is not limited to, refurbishing traffic signs by removing reflective sign faces from used or obsolete signs on aluminum substrate, plus aluminum sign blanks shall be stripped and cleaned, free of debris, white rust, sheeting material and any other foreign matter. Sign blanks shall be polished to a smooth surface. Face material shall be High Intensity Prismatic, Diamond Grade or Fluorescent Diamond Grade. Any sign blanks provided by the Road Department that are unusable shall be weighed and a scrap credit shall be deducted from the total order cost.

One vendor provided a bid for Packet #150-24, as shown in the bid opening results provided by the Purchasing Department. Both Purchasing and Road Department staff reviewed the bid for adherence to county purchasing requirements and agreed to select Michigan State Industries (MSI).

ALTERNATIVES

N/A

FINANCIAL IMPACT

Michigan State Industries provided the only and lowest bid. The cost to purchase signs are included in the 2024 Road Fund Budget.

OTHER CONSIDERATIONS

None

RECOMMENDATION

Based on the information provided, I respectfully recommend the Board of Commissioners adopt the attached resolution.

TO: Kelly Jones, Director, Road Department

FROM: Kristen Romo, Director of Purchasing

DATE: June 24, 2024

RE: Memorandum of Performance for RFP No. 150-24 Aluminum Sign Refurbishing Program

Per your request, the Purchasing Department sought proposals from experienced and qualified vendors for the purpose of recycling/refurbishing flat sheet aluminum sign blanks for the Ingham County Road Department, for a period of one (1) year with an option for a one-year renewal.

Prices will remain constant with no price increases for the initial one-year term of the contract.

The scope of services includes, but is not limited to, refurbishing traffic signs by removing reflective sign faces from used or obsolete signs on aluminum substrate; and, aluminum sign blanks shall be stripped and cleaned; free of debris, white rust, sheeting material and any other foreign matter. Sign blanks shall be polished to a smooth surface. Face material shall be High Intensity Prismatic, Diamond Grade or Fluorescent Diamond Grade. Any sign blanks provided by the Ingham County Road Department that are unusable shall be weighed and a scrap credit shall be deducted from the total order.

The Purchasing Department can confirm the following:

Function	Overall Number of Vendors	Number of Local Vendors
Vendors invited to propose	38	8
Vendors responding	1	0

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

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

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

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

SUMMARY OF VENDORS' COSTS

Vendor Name	Local Preference	Proposed Cost
Michigan State Industries (MSI)	No, Lansing MI	See Packet

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE A VENDOR CONTRACT FOR AN ALUMINUM SIGN
REFURBISHING PROGRAM**

WHEREAS, the Purchasing Department solicited proposals, through Request for Proposal #150-24, from experienced and qualified firms to enter into a vendor agreement for the purpose of recycling/refurbishing flat sheet aluminum sign blanks for the Road Department, for a period of one (1) year with an option for a one-year renewal; and

WHEREAS, Purchasing and Road Department staff reviewed the proposals for adherence to county purchasing requirements, experience, expertise, proposed costs, and overall value to the county; and

WHEREAS, the Road Department recommends a purchase order with Michigan State Industries for the purpose of recycling/refurbishing flat sheet aluminum sign blanks; and

WHEREAS, the 2024 Road Fund budget includes sufficient funds to purchase the recycling/refurbishing flat sheet aluminum sign blanks.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners accepts the bid and authorizes the purchase of recycling/refurbishing flat sheet aluminum sign blanks from Michigan State Industries located at 206 E. Michigan Ave., Lansing, MI 48933.

BE IT FURTHER RESOLVED, that the Purchasing Department is hereby authorized to execute a purchase order with Michigan State Industries to purchase recycled/refurbished aluminum signs as needed and budgeted, per prices submitted through RFP #150-24, 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 agreements that are consistent with this resolution and approved as to form by the County Attorney.

TO: Board of Commissioners and County Services Committee

FROM: Neal Galehouse, Director of Engineering
Road Department

DATE: August 6, 2024

SUBJECT: Proposed Resolution for Final Plat Approval for Sanctuary II Subdivision and Public County Road Acceptance of Crane Circle

For the Meeting Agendas of August 20 and 27

BACKGROUND

The process by which plats are developed follows state statute (Act 288 of 1967). The platting process essentially starts with development of a Preliminary Plat 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. Once a Preliminary Plat is approved by the stakeholders (Township, Road Department, Drain Commissioner, etc.), construction plans are developed, reviewed, and approved by the same stakeholders. After construction is completed, the Final Plat acceptance process can be initiated to make the roads, drains, and utilities part of the public domain.

The Sanctuary II development (known as Sanctuary III in the preliminary plat) is a 7-unit single-family subdivision located on 7.36 acres, part of a larger 59-unit residential subdivision, located east of Hulett Road, north of Jolly Road, south of Bennett Road, and part of the Southeast ¼ of Section 32, Meridian Township, Ingham County, Michigan. The proprietor, Giguere Homes constructed the public infrastructure throughout 2023 and is now requesting the Final Plat process to commence, which would allow the developer to begin selling the lots and constructing new homes.

Prior to submitting the final plat resolution, it was discovered that Sanctuary III was out of compliance with final plat requirements as outlined in MCL 560.132(d) and (e). The proprietor has subsequently renamed the plat Sanctuary II and changed the lot numbers to comply with MCL 560.132(d) and (e).

Final Plat approval can be accomplished in a two-step process. The first step allows for the proprietor to request approval and signature of a “True Copy” of the actual plat document from all of the half dozen or so agencies that must certify approval of the plat document. Once the signed true copies are collected from each agency, the proprietor can then request the plat review at the state level. If accepted by the state, the plat can proceed to the second step of the process – signature of the mylar final plat document.

The proprietor has asked for approval of the Final Plat for Sanctuary II and a public road named Crane Circle, pursuant to state statute. Crane Circle has been constructed up to, but not including, the top layer of asphalt in accordance with the approved road and drainage plans. The work completed to date meets Road Department standards. The Road Department has historically allowed placement of the final layer of asphalt after the lots within the plat are built-out with new homes. This avoids damage to the final driving surface caused by construction traffic, allows time to reveal weaknesses within the newly constructed roadway, and provides a better end product for area users. The Road Department has required a bituminous pavement agreement and a deposit for uncompleted work as an assurance that the proprietor will place the final layer of asphalt on the public road within 5 years. operational needs.

ALTERNATIVES

N/A

FINANCIAL IMPACT

There is no specific financial impact to approving and signing the Final Plat document and accepting the roadway constructed in the development as a public road. The new subdivision road will be added to the Road Department's maintenance burden and will slightly increase the certified roadway length used for Michigan Transportation Funding under Act 51 of 1951.

OTHER CONSIDERATIONS

None

RECOMMENDATION

Based on the information provided, I respectfully recommend approval of the final plat for Sanctuary II, acceptance of Crane Circle into the county road system and to authorize the Chairperson to sign the required plat documents.

Introduced by the County Services Committee of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

RESOLUTION FOR FINAL PLAT APPROVAL FOR SANCTUARY II SUBDIVISION AND PUBLIC COUNTY ROAD ACCEPTANCE OF CRANE CIRCLE

WHEREAS, the process by which a platted subdivision is developed follows state statute (Act 288 of 1967); and

WHEREAS, on February 8, 2022, per Resolution #22-048, the Board of Commissioners approved the Preliminary Plat for the residential subdivision called Sanctuary III, which is a 7-unit single-family subdivision located on 7.36 acres, part of a 59-unit residential subdivision, located east of Hulett Road, north of Jolly Road, south of Bennett Road, and part of the Southeast $\frac{1}{4}$ of Section 32, Meridian Township, Ingham County, Michigan; and

WHEREAS, the final plat submission by the proprietor was found to be out of compliance with final plat requirements as outlined in MCL 560.132(d) and (e), which require any additions to a previously recorded plat be numbered sequentially and any lot numbers continue in consecutive order throughout any additions; and

WHEREAS, the proprietor has subsequently renamed the plat Sanctuary II and changed the lot numbers to comply with MCL 560.132(d) and (e); and

WHEREAS, the subdivision's development has followed the Final Plat requirements of PA 288 of 1967 for the Sanctuary Subdivision illustrated on the Preliminary Plat; and

WHEREAS, the proprietor is requesting approval of the Final Plat for Sanctuary II Subdivision, which contains 7 total lots, designated as Lots 49-55; and

WHEREAS, the proprietor is requesting the acceptance of Crane Circle as a public road, commencing at the intersection of Robins Way and extending through the northwest end of the cul-de-sac for a total length of 453 feet (0.09 miles); and

WHEREAS, the construction of Crane Circle met Ingham County Road Department procedures and guidelines and all construction was in accordance with the approved road and drainage plans; and

WHEREAS, the proprietor has submitted all the required fees, insurance, testing results, and certifications; and

WHEREAS, Crane Circle is located within right-of-way under County control, intended for public road purposes, and is currently open to automobile traffic; and

WHEREAS, a bituminous paving agreement has been executed between the County and the Proprietor, per Resolution #24-292, to ensure the proprietor places the top course of pavement on Crane Circle prior to July 1, 2029; and

WHEREAS, the Road Department recommends approval of the Final Plat of Sanctuary II and for the Chairperson to sign any necessary plat documents; and

WHEREAS, the Road Department recommends acceptance of Crane Circle as a public road, effective upon the adoption of this resolution and prior to the annual Act 51 certification deadline of December 31, 2024.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves the Final Plat of Sanctuary II, consisting of Lots 49-55 and accepts the 453 feet (0.09 miles) of Crane Circle as a County local public road, commencing at the intersection of Robins Way and extending through the northwest end of the cul-de-sac.

BE IT FURTHER RESOLVED, that the Ingham County Board of Commissioners acknowledges that Crane Circle, located in Section 32 of Meridian Township, is located within right-of-way under County control for public road use and was open to automobile traffic prior to December 31, 2024.

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

TO: Board of Commissioners County Service & Finance Committees
FROM: Sue Graham, Human Resources Director
DATE: July 18, 2024
SUBJECT: Resolution to Approve Generic Service Credit Purchase for County
Employee: Stephen Walters

For the meeting agendas of August 20 and 21

BACKGROUND

Pursuant to standing County Resolution #02-101, dated April 9, 2002, it is permissible for employees to purchase generic service credit under the Municipal Employees' Retirement System (MERS). This resolution further provides that the cost for generic service "must be totally borne by the employee."

Stephen Walters has completed the MERS application and received the cost estimate to purchase four (4) years, eight (8) months under the County's plan. Accordingly, we are submitting the attached resolution to approve Mr. Walters' request to purchase four (4) years, eight (8) months generic service upon the employee's payment to MERS.

ALTERNATIVES

None

FINANCIAL IMPACT

There are no funding implications to Ingham County.

STRATEGIC PLAN CONSIDERATIONS

None.

OTHER CONSIDERATIONS

None

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE GENERIC SERVICE CREDIT
PURCHASE FOR COUNTY EMPLOYEE: STEPHEN WALTERS**

WHEREAS, pursuant to standing County Resolution #02-101, dated April 9, 2002, it is permissible for employees to purchase generic service credit under the Municipal Employees' Retirement System (MERS); and

WHEREAS, the resolution further provides that the cost for generic service "must be totally borne by the employee"; and

WHEREAS, Stephen Walters has completed the MERS application and received the cost estimate to purchase four (4) years, eight (8) months under the County's plan; and

WHEREAS, by Board of Commissioners approval under the standing resolution, and by the employee's payment to MERS, Mr. Walters will purchase four (4) years, eight (8) months generic service.

THEREFORE BE IT RESOLVED, that upon the request of County employee Stephen Walters, the Board of Commissioners hereby approves the purchase of four (4) years, eight (8) months generic service under County Resolution #02-101.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners is authorized on behalf of the County to sign and execute all MERS documents to effectuate and finalize this transaction, subject to approval as to form, by the County Attorney.

TO: Board of Commissioners County Services & Finance Committees
FROM: Sue Graham, Human Resources Director
DATE: August 6, 2024
SUBJECT: Resolution to Approve an Agreement with University of Michigan Health - Sparrow Occupational Health Services to Provide Occupational Health Services

For the meeting agendas of August 20 and 21

BACKGROUND

Ingham County provides medical services to employees who may experience work-related illness or injury. Ingham County also requires post-employment offer fitness for duty examinations for many positions and periodically needs these services for existing employees. In Resolution #21 – 361, the Ingham County Board of Commissioners approved entering into an agreement with Sparrow Occupational Health Services (now known as University of Michigan Health – Sparrow Occupational Health Services) to provide occupational health services to Ingham County beginning October 1, 2021, for a period of three years, with a renewal option for an additional two years. The parties desire to exercise the renewal option authorized in Resolution #21 – 361 for an additional two years and are requesting authorization from the Ingham County Board of Commissioners to do so.

ALTERNATIVES

The current agreement with University of Michigan Health – Sparrow Occupational Health Services will expire September 30, 2024 unless the extension is approved. If this occurs, Ingham County will be unable to provide the employee medical services and post-offer fitness for duty examinations it currently provides.

FINANCIAL IMPACT

The financial impact of the cost of services is reflected on the enclosed cost proposal analysis.

STRATEGIC PLAN CONSIDERATIONS

Providing reliable, professional medical services to employees and candidates for employment is consistent with our goal of becoming a destination employer that attracts and retains high-quality staff to serve our residents.

OTHER CONSIDERATIONS

Extension of the agreement will also allow Ingham County to comply with its obligations as an employer under the Michigan Worker’s Disability Compensation Act, MCL 418.301 *et seq.*

RECOMMENDATION

Based on the information presented, I respectfully recommend approval of the attached resolution.

INGHAM COUNTY COST ANALYSIS

Service	Amended Fees	Current Fees	Diff. from Current	2010 Fees	Price Increase 2010 to 2021
Pre-employment medical history and Physical Exam (with vision screen)	\$55.00	\$34.50	\$20.50	\$34.00	\$0.50
Audiogram	\$25.00	\$18.00	\$7.00	\$18.00	\$0.00
Drug Screen <small>(MRO Included)</small>	\$72.00	\$64.00	\$8.00	\$25.00	\$39.00
Non-DOT Panel <small>(MRO Included)</small>	\$58.00	\$48.50	\$9.50	\$25.00	\$23.50
MRO <small>(Instant UDS Technology Only)</small>	\$35.00	\$50.00	-\$15.00	\$9.00	\$41.00
Breath Alcohol Test	\$35.00	\$25.00	\$10.00	\$24.00	\$1.00
Any separate specimen handling	n/a	n/a			
Any other charges <small>(Instant Urine Drug Test)</small>	\$52.00	\$45.00	\$7.00	not done in 2010	n/a
Musculoskeletal Evaluation	\$35.00	\$20.00	\$15.00	\$20.00	\$0.00
Pulmonary Function Test	\$45.00	\$40.50	\$4.50	\$40.00	\$0.50
DOT Physical Exam	\$90.00	\$86.00	\$4.00	not in 2010 RFP	n/a
Lumbar Spine:					
3 View X-Ray	\$65.00	\$55.00	\$10.00	\$54.00	\$1.00
2 View X-Ray	\$55.00	\$53.00	\$2.00	\$52.00	\$1.00
EKG	\$37.00	\$45.00	-\$8.00	\$44.00	\$1.00
TB skin test	\$15.00	\$14.00	\$1.00	\$14.00	\$0.00
Chest X-Ray (1 View)	\$45.00	\$38.00	\$7.00	\$38.00	\$0.00
Tetanus	\$32.00	\$26.00	\$6.00	\$25.00	\$1.00
Separate Injection Fee	n/a	n/a			
A antibody titer A	\$92.00	\$15.00	\$77.00	\$14.50	\$0.50
B antibody titer B	\$41.00	\$15.00	\$26.00	\$14.50	\$0.50
Separate specimen-handling fee for titers	n/a	n/a			
Vaccination Hepatitis A	\$80.00	\$51.00	\$29.00		\$51.00
Vaccination Hepatitis B	\$53.00	\$46.50	\$6.50	\$46.00	\$0.50
Vaccination booster <small>(Hepatitis B)</small>	\$53.00	\$46.50	\$6.50	\$46.00	\$0.50
Separate injection fee for vaccination	n/a	n/a			
HIV:					
Antibody titer <small>(HIV AG & AB)</small>	\$30.00	\$28.00	\$2.00	\$28.00	\$0.00
Separate specimen-handling fee	n/a	n/a			
Counseling and follow-up appointments	Price Range Based on Current WC Fee Schedule				
Fitness for Duty:					
Evaluation and report preparation fee range	\$180.00 to \$260.00	\$180.00 to \$250.00	\$10.00	\$180.00-250.00	\$0.00
Complex case	See above				
Expert witness testimony (per Hour)	\$450.00	\$400.00	\$50.00	\$400.00	\$0.00
Fees for other exams/tests/services	Negotiated based on testing needs				
Rabies:					
Antibody titer	\$15.00	\$11.00	\$4.00	\$10.00	\$1.00
Separate specimen-handling fee	n/a	n/a			
Counseling and follow up appointments	Based on need and MI WC Fee schedule				
Exposure treatment	Same as above				
Separate specimen-handling fee	n/a	n/a			
Counseling and follow up appointments	Same as above				
Rabies Vaccine **	\$194.00	\$130.00	\$64.00	not in 2010 RFP	

**Rabies Vaccine price added by bidder based on Ingham County's past use and prospective future need

Rational for Fee Increase:

1) UMH Sparrow has not made a significant price increase to our fees since the original 2010 Contract with Ingham County. Due to the increase in labor and supply costs over the last 14 years, we must bring our pricing in line with the cost of performing the services to maintain the highest standard of care possible. MH Sparrow Occupational Health was operating at a loss for many of the exams we were providing to Ingham County.

2) The prices of drug testing services went up from 2010 to 2021 because the original RFP requested price for urine drug test collections only and Ingham County decided later perform all of the drug testing services (collection, testing & MRO) through Sparrow OHS so the price went up to include the laboratory test and MRO service.

Introduced by the County Services and Finance Committees of the:

INGHAM COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE AN AGREEMENT WITH UNIVERSITY OF
MICHIGAN HEALTH - SPARROW OCCUPATIONAL HEALTH SERVICES TO
PROVIDE OCCUPATIONAL HEALTH SERVICES**

WHEREAS, Ingham County provides medical services to employees who may experience work-related illness or injury; and

WHEREAS, Ingham County requires post-employment offer fitness for duty examinations for many positions and periodically needs these services for existing employees; and

WHEREAS, in Resolution #21 – 361, the Ingham County Board of Commissioners approved entering into an agreement with Sparrow Occupational Health Services (now known as University of Michigan Health – Sparrow Occupational Health Services) to provide occupational health services to Ingham County beginning October 1, 2021, for a period of three years, with a renewal option for an additional two years; and

WHEREAS, the parties desire to exercise the renewal option authorized in Resolution #21 – 361 for an additional two years.

THEREFORE BE IT RESOLVED, that the Ingham County Board of Commissioners approves entering into an agreement with University of Michigan Health - Sparrow Occupational Health Services to provide occupational health services to Ingham County beginning October 1, 2024, for a period of two years, through September 30, 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 upon approval as to form by the County Attorney.